



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: January 18, 2023

Agenda Section: Consent

Agenda Item Title: UTSA PREP Cooperative Program Agreement

From: Millicent Marcha, Chief Academic Officer

Additional Presenters if Applicable: Kevin Rasco, Director of Teaching and Learning

Description: The Prefreshman Engineering Program (PREP) at UTSA is a pre-college summer program committed to delivering science, technology, engineering and mathematics (STEM) enrichment opportunities for middle and high school students.

Historical Data: This is our first year of utilizing PREP.

Recommendation: Approve the agreement with UTSA for the PREP program.

Purchasing Personnel and Approval Date:

Funding Budget Code and Amount: 199 E 11 6299 0 825 0 11 000 for \$5,000.00

COOPERATIVE PROGRAM AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT SAN ANTONIO
AND
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

This Cooperative Program Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between The University of Texas at San Antonio (“UTSA”), an institution of higher education and member component of The University of Texas System, organized under the laws and Constitution of the State of Texas, on behalf of its Prefreshman Engineering Program (hereinafter referred to as “PREP”) and South San Antonio Independent School District (hereinafter referred to as “Participating Institution”). UTSA and Participating Institution may be herein referred to singularly as a “Party” or collectively as the “Parties.”

WHEREAS, as part of its community engagement and academic support programs, UTSA operates the Prefreshman Engineering Program; and

WHEREAS, Parties are linked by common academic and cultural interests; and

WHEREAS, Parties wish to enable cooperation and exchange in academic areas of mutual interest.

THEREFORE, UTSA and Participating Institution set forth the following articles of agreement.

1. PURPOSE

The purpose of this Agreement is to outline the details of cooperation for the PREP. PREP is an educational program provided by UTSA for middle and high school students, held annually during the summer, which takes place on a college or university campus or other site. PREP’s goal is to identify students, particularly from underrepresented groups, with an interest and potential for careers in, science, technology, engineering, and mathematics (STEM) related areas and to support and prepare these students in the pursuit of STEM fields. The PREP curriculum emphasizes the application of mathematics and engineering design to diverse disciplines and stresses the development of abstract reasoning and problem-solving skills through coursework, Project Based Learning, teamwork, class presentations, and career awareness seminars.

2. DETAILS OF COOPERATION

The Parties agree to comply with the obligations and commitments set out in this Agreement and the Program Details as stated in **Attachment 1** of this Agreement.

A. Compensation to UTSA. Participating Institution shall provide financial support to UTSA based on number of students registered from Participating Institution prior to the start of each Summer PREP session. Participating Institution agrees to pay \$500 per student with a maximum participation of up to ten (10) students each Summer PREP session. UTSA will determine program capacity each year and communicate the allotted number of slots for Participating Institution prior to the program application period, but no later than January 15th of each program year.

B. Payment. UTSA will submit an invoice for payment to Participating Institution for each Summer PREP session after students from Participating Institution complete the full PREP registration process, and Participating Institution provides UTSA with a list of registered students from Participating Institution. Participating Institution will issue payment to UTSA within thirty (30) calendar days from the receipt of an invoice.

C. Assistance to Participating Institution: Subject to funding availability and at the sole discretion of UTSA's PREP Director, UTSA may provide Participating Institution with a PREP tuition credit allowance for each Summer PREP session to offset the PREP costs that Participating Institution is obligated to pay under Section A of this Article 2. Should UTSA determine to grant this credit allowance, UTSA will issue an Allowance Letter to the Participating Institution indicating the PREP tuition credit allowance to be provided to Participating Institution to offset the PREP cost for the respective Summer PREP session. UTSA shall not be responsible for any other program expenses incurred by the Participating Institution, except as expressly stipulated in this Agreement. It is agreed and understood by the Parties that prior to the issuance of an Allowance Letter, this Agreement must be fully executed.

D. Audit and Access to Records. Participating Institution agrees to keep and maintain appropriate records of students participating in PREP. UTSA shall give to Participating Institution, the Auditor of the State of Texas, the Auditor of the Texas Education Agency, or any other duly authorized representatives, access to and the right to examine, copy, or reproduce all reports, books, papers, documents, and any other record pertaining to this Agreement. UTSA agrees to maintain and provide a secure system for all records and supporting documentation and safeguard confidential data.

3. TERM AND TERMINATION

A. Term. This Agreement shall be effective for 3 Summer PREP sessions, commencing on November 14, 2022 and terminating on September 16, 2025.

B. Termination. This Agreement may be terminated at any time by either Party with thirty (30) business days prior written notice. Termination may also be initiated by one of the Parties should the other Party materially breach this Agreement to the point that performance by the other Party is made impossible to achieve the purpose of this Agreement, and only after thirty (30) business days written notice with the opportunity to cure the breach identified in such notice. If the breaching Party fails to cure the default within said period, this Agreement shall immediately terminate.

4. COMMUNICATION

A. Communication. The Parties agree to communicate as often as necessary in furtherance of the PREP. UTSA agrees to promptly inform Participating Institution of any changes in its personnel, operations, or policies that may affect PREP.

B. Use of Information. Each of the Parties agrees that information developed through the organization and conduct of PREP shall be made available upon request by the other Party, for its internal use in support of the PREP. No Party shall otherwise sell, disclose, or obtain any compensation for such information and such information shall be maintained in confidence as required by law or regulation.

C. Use of Facilities. The Parties understand and agree that privileges for use of facilities as granted by this Agreement are limited to PREP related activities only. No other use or availability of facilities should be expected except during the time and for the purposes specified by this Agreement.

5. RELATIONSHIP OF THE PARTIES

For all purposes of this Agreement, and notwithstanding any provisions of this Agreement to the contrary, each Party is an independent contractor and is not an employee, partner, joint venture, or agent of the other. No Party hereto shall make any representations that it is an employee of the other.

6. CERTIFICATIONS AND REPRESENTATIONS

A. Compliance with Laws and Policy. Each of the Parties certifies and represents that its conduct under this Agreement shall be in conformity with all applicable federal, state, and local laws, rules, regulations, and the Party's own internal policies.

B. Authority. Each of the Parties certifies and represents that this Agreement reflects its full and correct name, that it is fully authorized to enter into this Agreement, and that the person signing this document on its behalf is authorized to do so.

C. Conflict of Interest. Each of the Parties certifies and represents that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its participation in PREP as provided hereunder. If a conflict of interest is identified subsequently, Participating Institution must promptly notify UTSA.

D. Insurance. Each of the Parties will maintain an adequate program of commercial insurance or a self-insurance fund for general liability and worker's compensation claims and causes of action. In the case of UTSA, it is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the State who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment. Liability of the State government under this chapter is limited to money damages in a maximum amount of \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Employees of the University of Texas System are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

7. INDEMNIFICATION

To the extent authorized under the Constitution and laws of the State of Texas, each Party shall indemnify and hold the other harmless from liability resulting from their own negligent acts or omissions, or the negligent acts or omissions of the indemnifying Party's officers, agents, or employees; provided however, that no Party shall be required to indemnify or hold the other harmless from claims arising out of the negligence or willful malfeasance of the other Party, its officers, agents, or employees.

8. NOTICES

Any notices required under this Agreement shall be made in writing, to be delivered by hand or postage prepaid to the following addresses, and shall be deemed given upon hand delivery, or three days after deposit with a recognized courier company or as first-class mail.

UTSA:	Participating Institution:
The University of Texas at San Antonio Attn.: Sr. Director, Contracts and Industry Agreements Office of Sponsored Project Administration One UTSA Circle San Antonio, TX 78249	South San Independent School District Attn: Henry Yzaguirre, Superintendent of Schools 1450 Gillette Blvd. San Antonio, TX 78224

For day-to-day activities related to this Agreement, the contacts of each Party are:

UTSA PREP Contacts	Participating Institution Contacts
PREP Director Name: Dr. Araceli Martinez Ortiz, Director, PREP Address: The University of Texas at San Antonio Prefreshman Engineering Program (PREP) Applied Engineering and Technology (AET) Building, Room 1.326 San Antonio, TX 78249 Telephone: (210) 458-7052 Email: araceli.ortiz@utsa.edu	Administrative Contact Name: Arturo Cano, Director of Career and Technology Education Address: 1450 Gillette Blvd. San Antonio, TX 78224 Telephone: 210-977-7000 Email: acano@southsanisd.net
Administrative Contact Name: Dr. Ydania M. Medina-Pezzat, DHSc., Assistant Director, PREP Address: The University of Texas at San Antonio Prefreshman Engineering Program (PREP) Applied Engineering and Technology (AET) Building, Room 1.326 San Antonio, TX 78249 Telephone: (210) 458-8146 Email: ydania.medina@utsa.edu	Administrative Contact Name: Kristen Rodriguez, Advanced Academics Address: 1450 Gillette Blvd. San Antonio, TX 78224 Telephone: Email: Kristen.Rodriguez@southsanisd.net
Authorized Officials Name: Sandra D. Garcia, Ed.D., CRA, Asst. VP for Sponsored Projects Administration; and Jessica C. Fernandez, Sr. Director for Contracts & Industry Agreements Address: The University of Texas at San Antonio One UTSA Blvd. San Antonio, TX 78249-1644 Telephone: (210) 458-8575 Email: sandra.garcia4@utsa.edu jessica.fernandez2@utsa.edu	Authorized Official Name: Henry Yzaguirre, Superintendent of Schools Address: 1450 Gillette Blvd. San Antonio, TX 78224 Telephone: 210-977-7000

9. ADDITIONAL PROVISIONS

- A. Governing Law & Venue. In any lawsuit or legal dispute arising from the operation of this Agreement, the Parties agree that the laws of the State of Texas shall govern and that venue shall be in Bexar County, Texas.
- B. Disputes. Regarding any dispute that may arise between them in relation to PREP, the Parties agree that they will attempt to reasonably resolve such dispute through their collective good faith efforts. This provision does not restrict the Parties' rights to seek resolution of such dispute using any other means available at law or in equity.
- C. Limitations. It is understood that as an agency of the State of Texas, UTSA possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted under the Constitution and laws of the State of Texas. Nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver or restriction of any of the rights, remedies, claims, and privileges of the State of Texas. Participating Institution acknowledges that this Agreement does not constitute consent by the State of Texas to be sued in any lawsuit but does reflect its intent to be bound by the terms of this Agreement to the full extent authorized by the Constitution and laws of the State of Texas. Moreover, notwithstanding the generality or specificity of any provision hereof, the provisions of this Agreement as they pertain to the UTSA are enforceable to the full extent authorized by the Constitution and laws of the State of Texas; accordingly, to the extent any provision hereof conflicts with the Constitution or laws of the State of Texas or exceeds the right, power or authority of the UTSA.
- D. Use of UTSA PREP and Participating Institution Name and/or Logo. When promoting or advertising PREP, in any and all forms, Participating Institution agrees to follow the guidelines provided by UTSA for the use name and/or logo of the Prefreshman Engineering Program. Participating Institution agrees that the name and/or logo of its institution may be used by UTSA on the PREP website, within the PREP Annual/Impact Report, or other officially produced media as part of the program. Except as required by law or agreed upon under this Agreement, each Party agrees not to otherwise use the name, logo, or any other marks owned by or associated with the other or the name of any representative of the other in any manner, including sales, promotion, or advertising, or any other form of publicity, without the prior written authorization of the other Party.
- E. FERPA. The Parties agree to comply with all applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA), and all other applicable laws and regulations protecting the confidentiality and privacy of student records. For purposes of this Agreement, pursuant to the FERPA, Participating Institution designates UTSA as school officials with a legitimate educational interest in the educational records of their students who participate in activities under or related to this Agreement to the extent that access to the records are required by the Parties to carry out said activities. UTSA agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. Participating Institution acknowledges that it has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the FERPA.
- F. Amendment. This Agreement may be amended only by a written instrument approved by signature of an authorized representative of each of the Parties.
- G. Assignment. No Party shall assign or transfer any interest in this Agreement without prior written approval of the other Party.
- H. Severability. If any provision of this Agreement shall be held by law to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any

provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

I. No Waiver of any Contractual Right. The failure of a Party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

J. Attachments. Any and each Attachment to this Agreement is incorporated herein for all purposes. In the event of a conflict between the terms of this Agreement and an attachment, the terms of the Agreement will prevail.

K. Entire Agreement. This Agreement, and any attachments or addenda attached, contain the entire agreement among the Parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement by signature, to be effective for all purposes on the date first written above.

PARTICIPATING INSTITUTION

**THE UNIVERSITY OF TEXAS
AT SAN ANTONIO**

By: _____
Name Henry Yzaguirre Date
Title Superintendent of Schools

By: _____
Sandra D. Garcia, Ed.D., CRA, Date
Asst. VP for Sponsored Projects Administration

ATTACHMENT 1

PROGRAM DETAILS (LOCAL ISD)

UTSA's Obligations. UTSA will:

1. Provide online application and program information to all middle school and high school counselors and to designated contact persons of the Participating Institution during the PREP recruitment period.
2. Hire qualified PREP Teachers.
3. Conduct a criminal background check of all individuals hired by UTSA for PREP in accordance with institutional policies and applicable regulations.
4. Provide Participating Institution with a list of enrolled students prior to the start of the program.
5. UTSA will send Participating Institution an invoice for each Summer PREP session (program year).
6. Provide STEM enrichment opportunities that promote equitable access to STEM education through project-based learning experiences.
7. Provide reasonable access to facilities at institutions of higher education for STEM enrichment activities related to the program. Access will be subject to the institution's rules and regulations.
8. Facilitate access to STEM career-related experiences.
9. Provide teachers serving as PREP instructors with the opportunity to enroll in UTSA's professional development program on integrated STEM teaching.

Participating Institution's Obligations. Participating Institution will:

1. Designate and confirm a point of contact from the ISD for the PREP program on a yearly basis.
2. Distribute online application and program information to students in grades 6-11, at all middle school and high school campuses of the Participating Institution.
3. Consider the support that the Participating Institution can provide district students each year (district tuition support, transportation, other) and advertise such additional support to potential PREP students and families.
4. Conduct outreach to the students and parents to encourage enrollment in PREP. Outreach activities include, but are not limited to, providing information about PREP such as curriculum, requirements, benefits, etc. that informs and attracts qualified students to apply to and participate in PREP.
5. Authorize counselors, teachers, and principals to assist in participating in recruitment for PREP to guide students to apply to PREP as needed.
6. Motivate students who apply to PREP to complete their final registration.
7. Meet with the PREP leadership team as needed.

Curriculum. Curriculum for PREP consists of interdisciplinary applied subject matter, with an emphasis on integrated mathematics, science, engineering and preparation for students to excel in high school and college. Course syllabi for each program cohort (Year 1, Year 2, Year 3, Year 4, etc.), will be available each year on the PREP website or by request.