

**BOARD OF TRUSTEES  
AGENDA**

<input type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Regular</b>	<input type="checkbox"/>	<b>Special</b>
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(A)  **Report Only**  **Recognition**

**Presenter(s):**

**Briefly describe the subject of the report or recognition presentation.**

(B)  **Action Item**

**Presenter(s): MR. MANUEL REYES, TRANSPORTATION DIRECTOR**

**Briefly describe the action required.**

**CONSIDER AND TAKE APPROPRIATE ACTION ON THE REQUEST TO APPROVE THE DIESEL TECHNOLOGY AFFILIATION AGREEMENT BETWEEN THE EAGLE PASS ISD AND THE SOUTHWEST TEXAS JUNIOR COLLEGE.**

(C) **Funding source: Identify the source of funds if any are required.**

(D) **Clarification: Explain any question or issues that might be raised regarding this item.**



# EAGLE PASS INDEPENDENT SCHOOL DISTRICT

## Memorandum

To: Eduardo Trevino, Deputy Superintendent for District Operations

From: Manuel Reyes III, Transportation Director

Re: Southwest Texas Jr. College Diesel Mechanic Coop Students

Date: 01-22-2016

I was contacted by Victor Caballero, Diesel Mechanic Instructor for Southwest Texas Jr. College to inform me that three (3) students are interested in working in the Transportation Vehicle Mechanic Shop to complete their on the job training hours needed to graduate as Diesel Mechanics. The following information is the contract the between Southwest Texas Jr. College and Eagle Pass ISD along with the names of the students that wish to work for this department and signed by the Diesel Mechanic Instructor Victor Caballero.

Can you please review these contracts and have the appropriate personnel place this item on the agenda for the next Eagle Pass ISD School Board Meeting and seek approval for these students to receive their on the job training as Diesel Mechanics. This will be the 2<sup>nd</sup> year these students will be working to complete their diesel mechanic on the job training hours.

Last year we also had three (3) students working to complete their on the job training hours in our Vehicle Mechanic Shop and this year two (2) out of those three (3) students have already been hired to work as full time Diesel Mechanic for this department.

If you have any questions feel free to contact me at the following:

Manuel Reyes III  
(830) 773-3725 (work)  
(830) 776-6724 (cell)

XC: Gilberto Gonzalez, Superintendent of Schools

SOUTHWEST TEXAS JUNIOR COLLEGE  
DIESEL TECHNOLOGY PROGRAM  
AFFILIATION AGREEMENT

This agreement is made and entered by and between Eagle Pass ISD and SOUTHWEST TEXAS JUNIOR COLLEGE, DIESEL Program, Uvalde, Texas, hereinafter called "SWTJC- DIESEL".

WHEREAS, Eagle Pass ISD operates an Transportation Mechanic Shop at Eagle Pass TX, and

WHEREAS, SWTJC- DIESEL operates an accredited DIESEL Program, and

WHEREAS, the Parties desire to advance DIESEL education and aid in meeting the ever increasing demand in the DIESEL industry.

WHEREAS, it is deemed advised and to the best interest of the parties to establish an affiliation for the purpose of carrying out these objectives.

NOW THEREFORE, and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

ARTICLE I  
ORIGINAL TERM, RENEWAL, AND TERMINATION

The original term of the agreement starts \_\_\_\_\_ and shall continue in full force and effect on a year-to-year basis unless thirty (30) days written notice of intent to terminate the agreement is given by either party to the agreement.

ARTICLE II  
RESPONSIBILITIES OF THE PARTIES

DIESEL Student Sponsor will:

1. Provide adequate facilities, equipment, and resources for appropriate learning experience.
2. Allow learning experience and instruction in the following services: When applicable.
  - A. Understand the job in order to be productive
  - B. To organize, plan and be neat
  - C. To be dependable such as attendance and punctuality
  - D. Safety
  - E. Use of Meters and Tools of the trade
  - F. Electrical troubleshooting
  - G. Installation procedures
  - H. Make sound decisions
  - I. To accept criticism
  - J. Working well with others
  - K. Ambition to progress and succeed

SWTJC- DIESEL Dept. will:

1. Maintain the authority and responsibility for educational DIESEL programs for its students.
2. To provide a well prepared entry level DIESEL student that's been exposed to classroom and hands on settings.
3. Provide sponsor with student evaluation forms, maintain files and all other paper work necessary for each student.
4. Provide workman's compensation Insurance for students during the term of this agreement and any extensions thereof.

### ARTICLE III SEVERABILITY

If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provision is not material to the overall purpose and operations of this agreement. The remaining provisions of this agreement shall continue in full force and effect and shall in no way be affected, impaired, or invalidated.

### ARTICLE IV AMENDMENT

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

### ARTICLE V VENUE

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.

### ARTICLE VI ASSIGNMENT

Neither party shall have the right to assign or transfer their rights to any third parties under the agreement without the prior written consent of the other party.

### ARTICLE VII INDEPENDENT CONTRACTOR STATUS

Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

IN WITNESS WHEREOF, the undersigned parties do hereby bind themselves to the faithful performance of this contract.

ARTICLE VIII  
NON-DISCRIMINATION STATEMENT

All parties involved with this contract will comply with the following statement: "Provide equal opportunities without regard to race, color, religion, national origin, sex age, disability, or veteran status."

ENDORSEMENTS:

*Victor Caballero*

DATE: 1-21-16

Victor Caballero  
Diesel Technology Instructor  
Office#830-758-5078/  
Cell#830-486-7391  
Southwest Texas Junior College

\_\_\_\_\_  
DIESEL STUDENT SPONSOR

DATE: \_\_\_\_\_

*Alejandro Romayor*  
Student Signature

DATE: 1-22-16

*Alejandra Romayor*  
Student Name

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\_\_\_\_\_

Victor Caballero  
Diesel Technology Instructor  
Office#830-758-5078/  
Cell#830-486-7391  
Southwest Texas Junior College

DATE: 1-22-16

\_\_\_\_\_  
DIESEL STUDENT SPONSOR

DATE: \_\_\_\_\_

  
\_\_\_\_\_

Student Signature

DATE: 1-21-16

Saul Dominguez  
\_\_\_\_\_

Student Name



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Diesel Technology Instructor  
Office#830-758-5078/  
Cell#830-486-7391  
Southwest Texas Junior College

DATE: 1-21-16

\_\_\_\_\_  
DIESEL STUDENT SPONSOR



Student Signature

DATE: \_\_\_\_\_

DATE: 1/21/16

Esmeralda Arreola

Student Name