

**AGENDA ITEM**  
**BOARD OF TRUSTEES**  
**AGENDA**

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

**Presenter(s):**

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

- (B)  Action Items

**Presenters(s):** John Cox, Deputy Superintendent for Curriculum & Instruction  
Jesus Diaz-Wever, C.C. Winn High School Principal

**Briefly describe the action required.**

Consider and take appropriate action on the approval to accept the cooperative program agreement between the Eagle Pass Independent School District and the University of Texas at San Antonio (TRIO Program).

- (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.**

*C. C. Winn High School*



*Mavericks*

*265 Foster - Maldonado Blvd.*

*Eagle Pass, Texas 78852*

*(830) 757-0828 Fax (830) 757-3268*

TO: Samuel Mijares, Superintendent of Schools

FROM: Jesus Diaz-Wever, C. C. Winn HS Principal

SUBJECT: **Agenda Item**

DATE: NOV. 01, 2023

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I am requesting the following to be placed as an Agenda Item for the Board Meeting on Nov. 14, 2023:

Acceptance of "Cooperative program agreement between the Eagle Pass Independent School District and The University of Texas at San Antonio (Trio Program)"

If you have any further questions, please feel free to contact me at your earliest convenience.

Thank you very much for your consideration.

JDW/eps

APPROVED: \_\_\_\_\_

John Cox, Deputy Superintendent for C & I

NOV 01 2023

See attachment

*"Equal Opportunity Employer"*

**COOPERATIVE PROGRAM AGREEMENT  
BETWEEN  
THE EAGLE PASS INDEPENDENT SCHOOL  
DISTRICT AND  
THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

This **COOPERATIVE PROGRAM AGREEMENT** (this "Agreement") is entered into by and between *THE UNIVERSITY OF TEXAS AT SAN ANTONIO* ("UTSA"), a State of Texas government agency and an institution of The University of Texas System, with an address at One UTSA Circle, San Antonio, Texas 78249-1644, and the *EAGLE PASS INDEPENDENT SCHOOL DISTRICT*, a Texas public school district with an address at 587 Madison St Eagle Pass, TX 78852-5604, on behalf of the following EAGLE PASS ISD schools: Eagle Pass High School, Eagle Pass Junior High, CC Winn High School, and Memorial Junior High. UTSA and EAGLE PASS ISD may be herein referred to singly as a "Party" or collectively as the "Parties."

**I. PURPOSE:**

The purpose of this Agreement is for the UTSA' Division of Student Success to provide a specialized program at identified schools within the EAGLE PASS ISD that is dedicated to helping low-income and first-generation college bound, secondary students to improve their grades and enroll and graduate from an institution of higher education, collectively referred to as the TRIO Programs. The specific TRIO Program to be implemented is the Educational Talent Search (the "ETS Program"), which funds programs to identify and assist individuals from disadvantaged backgrounds who have the potential to succeed in higher education.

UTSA has received a Department of Education ETS Program grant award (Award # P044A210869) that will be used to support a program in the above identified schools designed to provide academic, career, and financial counseling to participants and encourage them to graduate from high school and complete their postsecondary education.

**II. RESPONSIBILITIES OF THE PARTIES:**

In consideration of the mutual aims and desires of the Parties to this Agreement and in recognition of the public benefit to be derived from effective implementation of the Program involved, the Parties agree that their responsibilities under this Agreement will be as follows:

**A. EAGLE PASS ISD will provide the following to support the program:**

1. Provide space to conduct tutoring before and/or after school at dates and times agreed upon each participating campus.
2. Provide space to conduct student meetings after school at dates and times agreed upon by each participating campus.
3. Assistance with identification of eligible students.
4. Test scores, grades and other academic information for students whose parents consent to participate in the program.

B. UTSA will provide the following to program participants:

1. Academic advisement
2. Career exploration
3. Tutorial services
4. Information on postsecondary education
5. Exposure to college campuses
6. Information on student financial assistance
7. Assistance in completing college admission and financial aid applications
8. Assistance in preparing for college entrance exams
9. Mentoring
10. Special activities for seventh and eighth grade
11. Workshops for families of participants

The Parties agree and understand that any commitment beyond the scope of this Agreement must be mutually agreed upon in writing, including the submission of grant applications.

### III. TERMS AND CONDITIONS

**A. Term and Termination.** The term of this Agreement will be for the duration of the grant award, starting from the Effective Date of the Agreement. This Agreement may be extended or amended upon written request of either UTSA or EAGLE PASS ISD to the subsequent written concurrence of the other(s). Either Party may terminate this Agreement with a sixty (60)-day written notice to the Party.

**B. Financial Responsibilities of the Parties.** The Parties will each be responsible for their own costs incurred in relation to the program. UTSA and EAGLE PASS ISD, and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the Program objectives. Each Party will carry out its separate activities in a coordinated and mutually beneficial manner.

The Parties agree and understand that any specific work projects or activities that involve the transfer of funds, services, or property for the benefit of the program will require the execution of a separate agreement and said agreement will be contingent upon the availability of appropriated funds and subject to the appropriate statutory authority.

**B. Compliance with Laws and Policy.** It is understood by the Parties that each will fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation that govern their activities, including but not limited to, requirements of the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") in regards to the use, transmission, storage, protection, and handling of FERPA records as defined by 20 U.S.C. § 1232(a)(4) ("FERPA Records"). Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.

For all purposes of this Agreement and notwithstanding any provision to the contrary, the Parties hereto are independent contractors and Faculty and students are not employees, partners, joint venturers, or agents of UTSA. This agreement does not confer any remedies or rights upon any

individual other than the Parties.

UTSA will also comply with the EAGLE PASS ISD's Criminal Background Check Policy that is required of volunteers, contract service providers, adult & community education instructors, student teachers, and PTA volunteers. Generally, anyone who will spend time on a EAGLE PASS ISD campus interacting with students is required to have a background check initiated by EAGLE PASS ISD prior to interacting with students. Background checks must be renewed at least annually. Staff members who work with multiple campuses must specify each campus name.

**D. Conflict of Interest.** Each Party represents that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner of degree with its performance of the services under this Agreement.

**E. Limited Liability of the Parties.** The Parties acknowledge that each is an agency of the State of Texas and in accordance with the laws and the Constitution of the State of Texas, each shall be liable and responsible for its own acts or inactions only to the extent authorized by law.

**F. Publicity and Use of Name.** Neither Party shall use the name of the other party, logo, nor any other marks owned by or associated with the other party, in any manner, without the prior written consent from the other party.

**G. Principal Contacts and Notice.** The Principal Contacts for this Agreement are listed below. 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 international courier company:

**UTSA:**

The University of Texas at San Antonio  
Attn: NICHOLAS MERCADO  
TITLE - DIRECTOR  
PHONE - 2103233090  
EMAIL – NICHOLAS.MERCADO@UTSA.EDU  
One UTSA Circle San Antonio, TX 78249

**EAGLE PASS ISD:**

EAGLE PASS Independent School District  
Attn:  
TITLE  
PHONE  
EMAIL  
ADDRESS

**H. Governing Law and Venue.** In any lawsuit or legal dispute arising from the operation of this Agreement, each Party hereby agrees that the laws of the State of Texas shall govern and venue shall be in Bexar County, Texas.

**I. Assignment.** Neither Party shall assign or transfer any interest in this Agreement without prior written approval of the other Party.

**J. Severability.** If any provision of this Agreement shall be held 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.

**K. No Waiver of any Contractual Right.** The failure of either 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.

**L. Full Agreement.** This Agreement constitutes the full and total understanding and agreement of the parties.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

UTSA:

EAGLE PASS ISD:

By: \_\_\_\_\_  
Heather Shipley PH.D., Interim Provost &  
Senior Vice President for Academic Affairs  
The University of Texas at San Antonio

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_