

Student Internship Affiliation Agreement
between
Temple High School and SWG Automotive

This agreement is made and entered into on this 1st day of August 2025 between Temple High School, Temple Independent School District, hereinafter referred to as SCHOOL, and SWG Automotive & Performance, hereinafter referred to SWG.

The SCHOOL offers career preparation programs for its students to promote job readiness skills for the future needs of the community and automotive industry. Two of the career pathways offered at the SCHOOL lead to careers in automotive technology and automotive paint and body.

Whereas the parties intend by this agreement to set forth the terms and conditions of an automotive technology and/or automotive paint and body education program for the students in the Automotive program at the SCHOOL so they may obtain the practical experience necessary to take industry related ASE certification exams and to acquire the necessary skills to be workforce ready upon high school graduation.

Therefore, in consideration of the foregoing and the mutual promises set forth herein, the SCHOOL and SWG agree as follows:

I. RESPONSIBILITIES OF THE SCHOOL

- a. The SCHOOL, after consultation with appropriate representatives of SWG will provide to SWG discipline specific goals and objectives for the automotive program at least two weeks prior to the arrival of students to allow SWG time to properly plan for the arrival of the students.
- b. The SCHOOL and SWG together will plan the process for evaluation of the student experience.
- c. The SCHOOL will provide, at least two weeks in advance of the arrival of students, the names of the students, attendance dates and schedules to allow SWG time to accommodate the SCHOOL's students.
- d. The SCHOOL will inform and explain to its Automotive students and parents of the students that during the work-based experience at SWG they will be under the jurisdiction of the SWG officials for training purposes and they will follow SWG rules to the extent that such rules apply to the training program.

- e. The SCHOOL will provide approved instructor(s) to routinely observe and follow-up with students in order to build upon the work-based experience for continued educational learning and workforce training.
- f. The SCHOOL will ensure that its students and instructor(s) shall wear an appropriate uniform and identification card(s) in keeping with the requirements of SWG.
- g. The SCHOOL will ensure that each student and the instructor(s) in the program meet the same immunization requirements as those applied to SWG employees. The SCHOOL maintains the records of such immunizations.
- h. The SCHOOL will determine the course of action when a student is determined to be unacceptable by the SCHOOL or SWG. The SCHOOL will withdraw a student from the work-based experience at SWG if, after consultation with SWG, the SCHOOL or SWG determines that such action be warranted. The SCHOOL shall be solely responsible to conduct the overall work-based education program for its students.
- i. Prior to the students beginning the program, the SCHOOL will furnish to SWG a copy of a parental release and waiver executed by the parent(s) or legal guardian(s) for each participating student, which shall be in a form reasonably acceptable to SWG.
- j. The SCHOOL maintains insurance pursuant to Tex. Educ. Code § 29.191 (f) to protect SWG against liability for bodily injury and/or death sustained by a SCHOOL student while participating in the work-based experience at SWG.

II. RESPONSIBILITIES OF SWG

- a. To the extent possible and consistent with SWG's operations, SWG will provide a suitable environment of learning experiences and observation appropriate for the students relating to their training in an automotive training program, in accordance with mutually agreed upon educational objectives and guidelines between the SCHOOL and SWG. To the extent reasonable and consistent with these educational objectives and guidelines, SWG agrees that the student use and operation of SWG automotive equipment will be incidental to the training; that such use and operation will be intermittent and for short periods of time and under the supervision of a qualified and experienced person; and that SWG will correlate its safety training and instruction with that provided by SCHOOL.
- b. SWG will provide the facilities, equipment and supplies which are necessary in the course of regular order/production activity in order to achieve the educational objectives of the training program and which may be required by federal and/or state law and regulations.

- c. SWG reserves the right, exercisable in its discretion after consultation with the SCHOOL, to exclude any student from its premises in the event that such student's conduct or state of health is deemed objectionable or detrimental to the proper administration of SWG, subject to the non-discrimination clause of this agreement.
- d. SWG will keep the SCHOOL informed of any policy changes which may affect the SCHOOL and its students.
- e. SWG agrees to provide reasonable cooperation to help ensure the success of the SCHOOL's training program.
- f. For students and/or instructors who incur program related injuries while at SWG, SWG shall provide only initial emergency care while the students/instructors are on the premises of SWG and students and/or instructors shall hold SWG harmless. Students and/or instructors will assume all related medical costs as individually needed and/or applicable.

III. TERMS AND TERMINATION

- a. This agreement is for a term of two (2) school years beginning on August 1, 2025 through June 30, 2027 and may be renewed by mutual consent of the parties for additional terms of two (2) school years indefinitely.
- b. This agreement may be reviewed and/or amended for any reason by either party upon thirty (30) days written notice. Further, in the event of any breach, violation of law or regulations, or the occurrence or existence of any condition, practice, procedures, action, inaction or omission of, by or involving the SCHOOL faculty, staff and/or students which in the reasonable opinion of SWG constitutes either a threat to the safety and welfare of any SWG employee and/or staff, or a violation of any law, regulation, requirement, license, eligibility, or material agreement governing SWG's operation, then SWG shall have the right to summarily and immediately terminate this Agreement upon written notice to the SCHOOL delivered to the address set forth herein.
- c. Notice of termination to SWG shall be directed to:

SWG Automotive & Performance
Attn: Casey Rance
7766 Estes Parkway #2
Temple, TX 76501
(254) 780-4000

IV. LIABILITY

- a. The SCHOOL agrees to purchase or provide insurance pursuant to Tex. Educ. Code § 29.191 (f) to protect SWG against liability for bodily injury and/or death of a student while participating in the program.
- b. The SCHOOL shall provide its usual Worker's Compensation Insurance or shall self-insure, covering employees of the SCHOOL. Said insurance policies shall provide that they are not cancellable and/or modifiable on less than thirty (30) days prior written notice to SWG.

V. NON-DISCRIMINATION

Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement. Neither party shall discriminate against any student in the program on the basis of race, national origin, color, religious belief, sex, age, marital status, or disability.

VI. CONSIDERATION

- a. Under the terms of this agreement, neither party is obligated to make payments of any kind to either party.
- b. Services rendered by students covered under this Agreement are considered to be educational in nature, and therefore, no monetary compensation shall be paid to students by SWG. Nothing in the execution or performance of this Agreement shall be construed to establish an employee-employer, an agency, a partnership or a joint venture relationship among the SCHOOL, SWG and the students.

VII. GOVERNING LAW

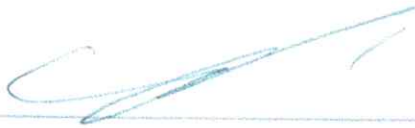
This agreement shall be governed and construed under the laws of the State of Texas.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendment hereof must be made in writing and agreed to by all parties.

This Agreement has been executed by the authorized representatives of the undersigned to be effective on the date above first written.

For SWG Automotive & Performance



Signature

Casey R. Jones

Printed name and Title

6-17-25

Date

For Temple High School, Temple Independent School District



Signature

Sara Bartlett

Printed name and Title

6/17/25

Date