

## **AFFILIATION AGREEMENT Practicum in STEM Fields**

This agreement is made and entered by and between the City of Odessa, Texas, hereinafter referred to as “City” and Ector County Independent School District (“ECISD”).

### **RECITALS**

This agreement is written in the spirit of cooperation and good faith between the City of Odessa and Ector County Independent School District (ECISD) to establish a practicum experience program for the students of ECISD. The intent of this agreement is to outline to the processes and responsibilities of each entity to ensure a rich and fulfilling experience to all involved.

NOW THEREFORE, Ector County Independent School District and the City of Odessa mutually agree to the following:

### **ECISD’S DUTIES**

1. Assign students to the specific department in line with ECISD Career & Technical Education guidelines.
2. Provide City personnel with learning objectives for the students in the area of concentration.
3. Actively communicate with City personnel and participating students to coordinate the program.
4. Instruct participating students to maintain the confidentiality of all City records and ensure student cooperation.
5. Maintain records of student progress and evaluate student learning.
6. Instruct participating students to observe all policies and regulations of the facility.
7. Designate an ECISD faculty member to be the liaison between participating students and the City to ensure an open line of communication.

### **CITY’S DUTIES**

1. Supervise participating students while on City premises for the practicum experience.
2. Communicate with faculty liaison and participating students to explain routines, policies, procedures, and regulations of the facility.
3. Assist in evaluating student progress and performance.
4. Communicate with faculty liaison if there are areas of concern regarding a student’s attitude, performance, or participation.
5. Designate a personnel member to be ECISD’s point of contact responsible for planning and administering the program.
6. Facilitate the participating student’s growth through educational assignments.
7. Provide adequate space, equipment and supplies to meet the learning objectives.

## GENERAL PROVISIONS

- a. Amendments/Modification.** This agreement may be amended or modified only by a written instrument executed by all Parties.
- b. Term.** This agreement is effective upon execution and shall remain in effect until written notice of termination is received by either party.
- c. Termination.** Either party may terminate this agreement at any time by giving 30 days written notice to the other party.
- d. Notices.** Any notice under this Agreement may be personally delivered or mailed by depositing same in the United States mail, postage prepaid, at the addresses shown below:

If intended for City, to:  
Monique Wimberly  
City of Odessa  
411 W. 8<sup>th</sup> Street  
Odessa, TX 79761

If intended for ECISD, to:  
Carla Byrne  
Ector County ISD  
802 N. Sam Houston  
Odessa, TX 79761

- e. No Employee-Employer Relationship.** The practicum experience is for educational purposes only. A party's employees, officers, or agents shall in no way be considered as employees, officers, or agents of any other party. Participating students shall in no way be considered employees or agents and are not entitled to any wages or benefits.
- f. No Third-Party Rights.** Nothing within this agreement shall be deemed to waive, modify, or alter any legal or equitable defense available to any Party, or to create any legal or equitable right or claim on behalf of any third party.

“City”  
City of Odessa

By: \_\_\_\_\_  
Michael Marrero, City Manager

“ECISD”  
Ector County Independent School District

By: \_\_\_\_\_  
Carla Byrne, Executive Director, Career & Technical Education