



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: August 10, 2020

Purpose: Presentation/Report Recognition Discussion/ Possible Action

Closed/Executive Session Work Session Discussion Only Consent

From: Sherri Seaman, HR Director

Item Title: Affiliation Agreement Between South San Antonio ISD and Alamo Community College on Behalf of St Philip's College.

Description: The purpose of this Agreement is to outline the collaboration of the Parties, as listed above, in providing opportunity for St Philip's College students to observe and practice teaching in South San Antonio ISD.

Historical Data: South San Antonio ISD and St Philip's College have a successful history in the collaboration of training future teachers.

Recommendation: Approve the Affiliation Agreement.

District Goal/Strategy:

[Empty box for District Goal/Strategy]

Funding Budget Code and Amount:

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

CFO Funding Approval:

Superintendent:

AFFILIATION AGREEMENT
BETWEEN
South San Antonio Independent School District
AND
ALAMO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF ST. PHILIP'S COLLEGE

This Affiliation Agreement ("Agreement") is made effective on the date stated in Exhibit A (hereinafter referred to as the "Effective Date") by and between South San Antonio Independent School District ("Workplace Setting") and the Alamo Community College District ("Alamo Colleges"), a public junior college district and political subdivision of the State of Texas, on behalf of St. Philip's College ("SPC"). A copy of this agreement will be maintained by the Workplace Setting and SPC will maintain the original agreement.

WHEREAS the **Department of Early Childhood Studies** ("Department") at SPC desires to place its students at the Workplace Setting as part of the Early Childhood Studies program.

WHEREAS the Workplace Setting is willing to participate as a workplace setting as part of the students' education and agrees to allow SPC students into its workplace under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein below, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Alamo Colleges, on behalf of SPC, and Workplace Setting hereby agree as follows:

1. **TERM AND TERMINATION.** This Agreement is for a term specified in Exhibit A. Either Party may terminate this Agreement, with or without cause, by providing the other sixty (60) days prior written notice of its intent to terminate. Termination shall be effective at the end of the semester during which notice is given. Workplace Setting shall not be required to accept students who enroll in Department programs subsequent to the date of the notice of termination, and those students already assigned to the Workplace Setting shall have the opportunity to fully complete the course of study which is in progress.
2. **STUDENT ELIGIBILITY AND SCHEDULES.** Eligible SPC Student(s) will be registered as specified in Exhibit A.

Student(s) will work **THIRTY (30)** hours per week at the Workplace Setting. The Department shall provide the Workplace Setting with the names of students and schedule of assignments under this program. The Workplace Setting shall provide the student names and work schedules to the designated SPC instructor prior to the expected beginning of the student's assignment. Schedules are to indicate the proposed days and times of student assignment, the educational experience, physical location and department.

3. **SPC INSTRUCTOR DUTIES AND OBLIGATIONS.** According to the Guidelines for Instructional Programs in Workforce Education, *the external learning experience allows the student to have practical, hands-on training and to apply learned concepts and theories in a workplace setting. External learning experiences must ultimately be under the control of the educational institution. Each institution must assure that the external learning experience is consistent with industry standards, supports specific written objectives outlined by the educational institution, and emphasizes current practices in the field of specialization. The institution must approve and evaluate all training locations and must evaluate all faculty who supervise students. The on-site supervisor of each external experience should have appropriate qualifications in the applicable discipline. The educational institution must maintain written evaluation records.*

3.1 The SPC instructor will make site visits for the purpose of monitoring the student. There will be approximately three (3) visits during the semester. These visits will take place during the student's

regular working hours. Visits are generally by appointment, but the instructor may make unannounced visits.

- 3.2 The SPC instructor is responsible for grading the student's performance. During the observation, the student must assume the lead teacher role or, in the case of public school placements, the student must assume a role of teacher assistant. If the student is not working in a school setting, the instructor and student will determine what will be observed. The student must be able to implement changes suggested by the instructor. At the end of an observation period, the instructor and the student will meet briefly in order to review the instructor's observation and recommendations. During this short period of time, a person other than the student must supervise the children, if applicable. The Department Chairperson is never responsible for supervising children.
4. **STUDENT(S) EVALUATION AND ASSIGNMENTS.** It is highly recommended that the student remain in the same environment during this training course in order that the observations and the Professional Portfolio will reflect work in that setting. Conferences with the Workplace Setting administrator who is the supervisor of the student will be held upon request to discuss general questions and/or problems. The student will be given assignments to be completed in the work setting. The Workplace Setting's administration and staff are expected to provide support so that these assignments can be carried out. The student may be given an assignment to visit another Workplace Setting, and release time to accomplish this is recommended.
5. **GENERAL TERMS.** They shall comply with all applicable provisions of all federal, state and local laws and regulations, including any applicable Executive Orders, applicable to the operation of Alamo Colleges and the Project, including, without limitation, employment-related statutes and education-related statutes such as the Family Education Rights and Privacy Act ("FERPA"). Any exchange by the parties of student record information protected by FERPA shall commit the receiving party to limit the use of such information to the purposes for which the disclosure was made, and to impose such limits on any re-disclosure, and the parties agree to comply with all applicable statutory and regulatory provisions, including, without limitation 34 CFR 99.31, 99.32, 99.33, 99.34 and 99.35. The Parties agree to have in place and abide by a policy prohibiting discrimination, harassment, and retaliation on the basis of any legally protected criteria, including, without limitation, race, color, gender/sex, sexual preference, religion, age, disability, genetic information, national origin, veteran status or political affiliation. The Parties agree not to deny or discriminate on the basis of any legally protected criteria in the provision of any service or benefit, including, without limitation, access to any educational program or use of any facility. Contractor agrees to abide by all applicable Alamo Colleges' policies, including, without limitation, those relating to financial ethics and accountability.
 - 5.1 If the Workplace Setting is a Texas Department of Family and Protective Services licensed/registered child care center/family day home, the Workplace Setting certifies that it meets the liability insurance requirements of liability coverage in the amount of \$300,000 for each occurrence of negligence involving a child as established in Human Resources Code § 42.049. The Workplace Setting also agrees to maintain liability insurance for bodily injury, property damage and personal injury in the amount of \$300,000 per occurrence and \$1,000,000 in the aggregate. The Workplace Setting agrees to provide the Department with a copy of proof of insurance upon execution hereof or otherwise upon request. The Workplace Setting further certifies that it is in compliance with the applicable provisions of Chapter 42, Texas Human Resources Code, including § 42.060 (Carbon Monoxide Detectors).
 - 5.2 Alamo Colleges agrees to maintain in force a policy of Hospital Professional Liability Insurance (Allied Health Insurance) with all faculty and students in this program (as applicable) included as insured with limits of \$1,000,000.00 for each claim and an aggregate limit of \$3,000,000.00.

Department agrees to provide Workplace Setting with a copy of proof of insurance upon execution hereof or otherwise upon request.

- 5.3 Choice of Law.** This Agreement is made and is to be performed in Bexar County, Texas, and will be interpreted and governed by the Constitution and the laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this agreement shall be in Bexar County, Texas.
- 5.4 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the parties, and their respective heirs, legal representatives, successors and assigns. This Agreement may not, in total or part, be assigned or transferred directly or indirectly to another subsidiary/agency without prior written consent of both parties. Sixty (60) calendar days' written notice is required for any change in status.
- 5.5 Entire Agreement.** This Agreement represents the entire agreement between the parties with respect to the subject matter herein. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by the parties with respect to the subject matter herein except as expressly stated herein.
- 5.6 Amendments.** Amendments or modifications may be made to this Agreement only by setting the same forth in a written document duly executed by the parties.
- 5.7 Severability.** This Agreement is to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, and the remainder of this Agreement and the application of such provision to other parties or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 5.8 Captions.** The Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Section.
- 5.9 No Third Party Beneficiaries.** Unless otherwise expressly specified elsewhere herein, nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties, including, but not limited to Workplace Setting instructors or Participants, or any persons other than the Parties hereto.
- 5.10 Independent Contractors.** Workplace Setting and Alamo Colleges understand and agree that each performs tasks, the details of which the other does not have legal right to control and no such control is assumed by this Agreement. This Agreement does not create an employment relationship, partnership, or joint venture between Workplace Setting, its employees, and Alamo Colleges. Neither party nor its employees shall be deemed employees of the other for any purpose whatsoever, and neither shall be eligible to participate in any benefit program provided by the other. Workplace Setting and Alamo Colleges further agree that nothing in this Agreement shall be construed to create a borrowed servant status with the employees of the other party.

EXHIBIT A TO AFFILIATION AGREEMENT WITH ALAMO COLLEGES

1. The allied health programs to which this Affiliation Agreement applies are:
Early Childhood and Family Studies Program
 2. The Effective Date shall be August 26th, 2020 and the term shall continue until August 26th, 2021. This Agreement shall automatically renew for successive one (1) year terms thereafter.
 3. Eligible SPC Student(s) will be registered for the following courses:
Early Childhood and Family Studies Courses
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4. Notice addresses are:

ALAMO COLLEGES:

Campus: St. Philip's College
Department: Health Sciences and Early Childhood
Attention: Vlasta Jurkovic
Title: Assistant Professor
Address: 1801 Martin Luther King Drive
Room No.: CHP 202 C
City/State: San Antonio, Texas 78203
Telephone: (210) 486-2127
Email: vjurkovic@alamo.edu

With a copy to:

Attention: Lacy Hampton
Vice President for College Services
St. Philip's College
1801 Martin Luther King Drive
San Antonio, Texas 78203

FACILITY:

Attention: Seaman, Sherri M
Title: Director of Human Resources
Department: Human Resources
Address: 5622 Ray Ellison
Room No.: n/a
City/State/Zip: San Antonio, TX 78242
Telephone: (210) 977-7040
Email: sherri.seaman@southsanisd.net

Other: _____

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