	BOARD OF TRUSTEES AGENDA	
	Workshop Regular	Special
(A)	Report Only	Recognition
	Presenter(s): Briefly describe the subject of the report or recognition	presentation.
(B)	Action Item Presenter(s): MR. GILBERTO GONZALEZ, SUPERINTEN	DENT OF SCHOOLS
	Briefly describe the action required.	
	CONSIDER AND TAKE APPROPRIATE ACTION APPROVE AN AFFILIATION AGREEMENT BETWEE AND THE SOUTHWEST TEXAS JUNIOR COLLEGE.	
(C)	Funding source: Identify the source of funds if any are	required.

(b) Clarification: Explain any question or issues that might be raised regard this item.

# SOUTHWEST TEXAS JUNIOR COLLEGE DIESEL TECHNOLOGY PROGRAM AFFILIATION AGREEMENT

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

WHEF	TEAS.	Eagle	Pass	ISD	_operates a¥Ai_	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 TERMAINATION

The original term of the agreement starts  $\underline{Mar 23, 15}$  and shall continue in full force and effect on a year-to-year basis unless thirty (30) days written notice of internet to terminate the agreement is given by either party to the agreement.

## ARTICLE II RESPONSIBILITIES OF THE PARTIES

DIESEL Student Sponsor will:

- Provide adequate facilities, equipment, and resources for appropriate learning experience.
- 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.
- 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 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 parities 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 parities 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:

•

	DATE:
Lucas Limbrick	
Diesel Technology Coordinator/Instructor	
Office#830-758-5067/Cell#830-255-0419	
Southwest Texas Junior College	
	DATE:
DIESEL STUDENT SPONSOR	
	DATE:
Student Signature	

Student Name

*				
enn.	HEALTHCARE PROVID	Print Date: 10/15/2014		
	Certificate of I	nsurance	nurses service organization	
	OCCURENCE POLI	CY FORM		
			•	
Producer Branch Prefix 018098 970 HPG	Policy Number 0127305831	<b>Policy Period</b> from 09/23/14 to 09/2	3/15 at 12:01 AM Standard Tir	ne -
Named Insured and Address: Southwest Texas Junior College 2401 Gamer Field Rd Uvalde, TX 78801-6221		Program Administ Nurses Service Org 159 E. County Line Hatboro, PA 19040- 1-800-986-4627 www.nso.com	anization Road	
Medical Specialty:	Code:	Insurance is provid	ied by:	
School Blanket - Healthcare Provid	der Students 80998		Company of Reading, Pennsyl- nue, Chicago, IL 60604	vani
Professional Liability	\$1 (	100,000 each claim	\$ 5,000,000 aggregate	
Your professional liability limits sho	-		\$ 0,000,000 aggregate	
* Personal Injury Liability		iriy.		
Coverage Extensions				
Grievance Proceedings Defendant Expense Benefit Deposition Representation Medical Payments First Aid Damage to Property of Others	\$ -	1,000per proceeding1,000per deposition2,000per person500per incident250per incident	\$ 10,000         aggregate           \$ 10,000         aggregate           \$ 5,000         aggregate           \$ 100,000         aggregate           \$ 25,000         aggregate           \$ 10,000         aggregate           \$ 100,000         aggregate           \$ 10,000         aggregate           \$ 25,000         aggregate           \$ 10,000         aggregate	
	· ·		the second secon	
	•	THE REAL PROPERTY AND A DECIMAL OF THE PROPERTY AND A DECIMAL OF T		
_		15		
Total: \$ 2,197.00		······		_
Base Premium \$2,197.00				
Policy Forms & Endorsements(P endorsements.)	lease see attached list for a	a general description of r	nany common policy forms and	đ
G-144918-A G-144931-A4	2 G-53752-C42	·		
Thomas f. Holo	man A.M.	lat Ja a	eep this document in a safe place nd proof of payment are your proc overage. There is no coverage in t	of of

Chairman of the Board

G-141241-B (03/2010)

Coverage Change Date:

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433 Endorsement Change Date: