

Student Internship Affiliation Agreement between

Temple High School and Tubbs Paint and Body

This agreement is made and entered into this 10 day of September between Temple High School, Temple Independent School District [SCHOOL] and Tubbs Paint and Body.

The SCHOOL offers career preparation programs for its students to promote job readiness skills for the future needs of the community and automotive industry. One of the career preparation programs offered at the SCHOOL is a course of study leading to careers in automotive technology.

Whereas the parties intend by this agreement to set forth the terms and conditions of an automotive technology education program for the students in the Automotive Technology 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 Tubbs Paint and Body agree as follows:

I. RESPONSIBILITIES OF THE SCHOOL a. The SCHOOL, after consultation with appropriate representatives of Tubbs Paint and Body will provide to Tubbs Paint and Body discipline specific goals and objectives for the automotive program at least two weeks prior to the arrival of students to allow Tubbs Paint and Body time to properly plan for the arrival of the students. b. The SCHOOL and Tubbs Paint and Body 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 Tubbs Paint and Body 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 Tubbs Paint and Body they will be under the jurisdiction of the Tubbs Paint and Body officials for training purposes and they will follow Tubbs Paint and Body 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 Tubbs Paint and Body, including but not limited to OSHA approved steel toe shoes and safety glasses. g. The SCHOOL will ensure that each student and the instructor(s) in the program meet the same immunization requirements as those applied to Tubbs Paint and Body 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 Tubbs Paint and Body. The SCHOOL will withdraw a student from the work-based experience at Tubbs Paint and Body if, after consultation with Tubbs Paint and Body, the SCHOOL or Tubbs Paint and Body determines that such action be warranted. The SCHOOL shall be solely responsible to conduct the overall work-based education program for its students. i. The SCHOOL maintains insurance pursuant to Tex. Educ. Code § 29.191 (f) to

protect Tubbs Paint and Body against liability for bodily injury and/or death sustained by a SCHOOL student while participating in the work-based experience at Tubbs Paint and Body.

II. RESPONSIBILITIES OF Tubbs Paint and Body a. To the extent possible and consistent with Tubbs Paint and Body operations, Tubbs Paint and Body 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 Tubbs Paint and Body. To the extent reasonable and consistent with these educational objectives and guidelines, Tubbs Paint and Body agrees that the student use and operation of Tubbs Paint and Body 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 direct supervision of a qualified and experienced person; and that Tubbs Paint and Body will correlate its safety training and instruction with that provided by SCHOOL. b. Tubbs Paint and Body 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. Tubbs Paint and Body 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 Tubbs Paint and Body, subject to the non-discrimination clause of this agreement. d. Tubbs Paint and Body will keep the SCHOOL informed of any policy changes which may affect the SCHOOL and its students. e. Tubbs Paint and Body 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 Tubbs Paint and Body, Tubbs Paint and Body shall provide only initial emergency care while the students/instructors are on the premises of Tubbs Paint and Body and students and/or instructors shall hold Tubbs Paint and Body 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 one (2) school years beginning on September 10, 2026 through July 30, 2028 and may be renewed by mutual consent of the parties for additional terms of up to 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 Tubbs Paint and Body constitutes either a threat to the safety and welfare of any Tubbs Paint and Body employee and/or staff, or a violation of any law, regulation, requirement, license, eligibility, or material agreement governing Tubbs Paint and Body operation, then Tubbs Paint and Body 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 Tubbs Paint and Body shall be directed to: Tubbs Paint and Body II, LTD 7455 S General Bruce Dr. Temple, TX 76502 (254) 773-5257 d. Notice of termination to the SCHOOL shall be directed to: Temple Independent School District Attn: Sara Bartlett, Director of Career & Technical Education 415 N. 31st Street Temple, TX 76504

IV. LIABILITY a. The SCHOOL agrees to purchase or provide insurance pursuant to Tex. Educ. Code § 29.191 (f) to protect Tubbs Paint and Body 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 Tubbs Paint and Body.

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.

Tubbs Paint and Body Jacy Gungens Date 9/10/20
Position owner

Temple ISD CTE [Signature] Date 9/15/20
Position CTE Director