

SSAISD BOARD AGENDA - ITEM SUMMARY

MEETING DATE:	December 18, 2013
MEETING TYPE:	<input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SPECIAL
ITEM TITLE:	Accepting MOU for San Antonio College
PURPOSE:	<input type="checkbox"/> RECOGNITION <input type="checkbox"/> REPORT ONLY <input type="checkbox"/> DISCUSSION <input checked="" type="checkbox"/> ACTION
PRESENTER(S):	Melba Urdiales, Special Education Director
REQUESTED BY:	Melba Urdiales, Special Education Director

I. DESCRIPTION OF ITEM TO INCLUDE YOUR SPECIFIC REQUEST:

Special Education Department is requesting the approval of an MOU with San Antonio College to provide interpreter services to our deaf education students as part of their student internship program.

II. BACKGROUND INFORMATION (DOCUMENTATION):

San Antonio College has a certified interpreter program. They need hours of direct services with deaf education students to fulfill their certification requirements.

III. ALTERNATIVES CONSIDERED (IF APPLICABLE):

To hire additional interpreters through contracted services.

IV. RECOMMENDATION AND IMPACT:

A positive partnership between San Antonio College and South San Antonio ISD. Our students benefit from a variety of interpreters, and these services are provided at no cost to the district.

V. DISTRICT GOAL AND CORRESPONDING DEPARTMENTAL INITIATIVE:

Goal 2 and 6 – Enable students with disabilities to achieve measurable gains in IEP. Goals as demonstrated by progress measured by State Assessments and Progress Reports.

VI. FUNDING SOURCE-PROGRAM AND/OR BUDGET CODE:

There is no funding source needed.



AFFILIATION AGREEMENT BETWEEN
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AND
ALAMO COMMUNITY COLLEGE DISTRICT

On behalf of
San Antonio College Dept. of American Sign Language/Interpreter Training and Deaf and Hard-of-Hearing Services

This Affiliation Agreement (“Agreement”) is made effective on November 26 , 2013 (hereinafter referred to as the “Effective Date”), and entered into by and between Alamo Community College District, a public junior college district and a political subdivision of the State of Texas, on behalf of San Antonio College Dept. of American Sign Language & Interpreter Training (hereinafter referred to as “Alamo Colleges”) and South San Antonio Independent School District (hereinafter referred to as “Facility”), collectively sometimes referred to herein as “the Parties.”

WHEREAS, Alamo Colleges has a curriculum in American Sign Language and Interpreter Education herein after referred to as “Program”;

WHEREAS, internship is a required and integral component of the curricula of American Sign Language and Interpreter Education; and

WHEREAS, Alamo Colleges desires the cooperation of facilities in the development and implementation of the internship phase of the curricula,

NOW THEREFORE, in consideration of the mutual agreements set forth herein, Alamo Colleges and the Facility agree to the following Terms and Conditions:

TERMS AND CONDITIONS

1. **AFFILIATION.** Alamo Colleges and Facility hereby agree to affiliate for purposes of operating the Program. Facility authorizes Alamo Colleges to conduct the Program pursuant the Terms and Conditions of this Agreement within the Facility’s premises. In the event that Facility determines, in its sole discretion, that the Program is adversely impacting or otherwise interfering with the appropriate operation of the Facility, Alamo Colleges, upon receiving thirty (30) days written notice from Facility, will modify the Program or discontinue operating the Program at Facility until the matter is resolved by the Parties.
2. **ALAMO COLLEGES’ OBLIGATIONS.** In operating the Program at Facility, Alamo Colleges agrees to:
 - 2.1 Assume full responsibility of the planning and implementation of Program including, but not limited to the internship objectives, conducting criminal background checks for all interns, and on-going evaluation of the performance of the assigned students;
 - 2.2 Communicate directly with a designated member of the Facility staff regarding any matters relative to the operation of the Program at the Facility;

- 2.3 Notify Facility, of its planned schedule of student assignments, including the names of student, level of academic status, and length and dates of internship practice for each student;
- 2.4 Advise the assigned student of the responsibility of complying with the existing rules and regulations of Facility;
- 2.5 Instruct assigned students and faculty that confidentiality of Facility must be maintained at all times by student and faculty of Alamo Colleges as required by law and the policies of Facility and that the obligation to maintain confidentiality shall continue even if this Agreement is terminated;
- 2.6 Be responsible for all administrative functions related to the assigned students;
- 2.7 Appoint a faculty member to provide the on-site supervisory and other professional administrative and managerial services for the Program as may be reasonably requested by Facility, including reporting to the "Liaison" (defined in Subsection 3.5 herein); and
- 2.8 Maintain in force a policy of professional liability insurance for students and faculty with limits of one million (\$1,000,000.00) for each individual occurrence and three million (\$3,000,000.00) aggregate damage. Each student will be required to sign a waiver of release at the Facility.
- 2.9 Maintain in force a policy of commercial general liability insurance of ONE MILLION DOLLARS (\$1,000,000.00) aggregate coverage, with ONE MILLION DOLLARS (\$1,000,000.00) for bodily injury, each occurrence, ONE MILLION DOLLARS (\$1,000,000.00) for property damage, each occurrence.

3. **FACILITY'S OBLIGATIONS.** In operating the Program, Facility agrees to:

- 3.1 Provide appropriate facilities and equipment necessary, as determined in its discretion, for Alamo Colleges to conduct the Program;
 - 3.2 Determine the number of students which it can reasonably accommodate during a given period of time and notify Alamo Colleges of such number;
 - 3.3 Advise Alamo Colleges of changes in its personnel, operation, or policies which may affect the Program and/or the students' clinical practice;
 - 3.4 Provide to Alamo Colleges and make available to assigned students, a copy of the Facility's current, applicable rules and regulations with which the students are expected to comply;
 - 3.5 Designate a staff member who will act as a liaison between the Alamo Colleges and the Facility ("Liaison");
- 3.6 The Facility does not represent that the student interpreter's services will be needed even if the services have been previously scheduled.

4. **THE PARTIES' JOINT OBLIGATIONS.** In operating the Program, the Parties agree that:

- 4.1 In the event of the failure or refusal of an assigned student to follow the Facility's policies and procedures, rules and regulations or an assigned student poses a threat of injury or harm to Facility's employee(s) or staff, Facility shall immediately notify Alamo Colleges and Alamo Colleges shall immediately remove the student from all contact and/or the premises of the Facility. The student shall be barred from the Facility until such time that the Parties agree on an appropriate course of action and the student poses no further risk; and
- 4.2 They shall comply with all applicable provisions of the Family Education Rights and Privacy Act ("FERPA") (20 USC §1232g), and all other applicable federal and state constitution, laws and regulations applicable to the performance rendered under this Agreement. The Parties agree to have in place and abide by a policy prohibiting sexual harassment that complies with applicable federal and state standards. Parties further agree to make no distinction on the basis of race, color, sex, religion, age, disability, national origin, veteran status or political affiliation. For the purpose of this Agreement, such distinctions include but are not limited to the following: Denying a person any service or benefit or availability of a facility; providing any service or benefit to a person which is different, or is provided in a different manner or at a different time, from that provided to other persons under this Agreement; subjecting a person to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit; treating a person differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement, or condition which individuals must meet in order to be provided any service or benefit.
- 4.3 The assigned students shall not receive any remuneration from Alamo Colleges or Facility.

5. **TERM AND TERMINATION.**

- 5.1 This Agreement shall commence on the Effective Date stated herein above and shall continue until September 1, 2014. This Agreement shall automatically renew for successive one (1) year terms thereafter. Either Party may terminate this Agreement, with or without cause, by providing the other thirty (30) days prior written notice of its intent to terminate. Termination shall be effective immediately if it is determined at the sole discretion of the Facility that termination is in the best interest of the Facility.

6. **MISCELLANEOUS.**

- 6.1 **Notices.** All notices given pursuant to this Agreement shall be in writing and shall either be mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or delivered in person to the intended addressee, or sent by fax or overnight delivery service. Notice mailed shall be effective on mailing. Notice given in any other manner shall be effective on receipt. For purposes of notice, the addresses of the Parties shall be as stated under their names as set forth herein, provided, however, that each Party shall have the right to change its address for notice hereunder to any other location by the giving of 10 days' notice to the other Parties in the manner set forth above.

ALAMO COLLEGES:

Campus: San Antonio College

Department: American Sign Language/Interpreter Training and Deaf & Hard-of-Hearing Services
Attention: Lauri Metcalf

Title: Department Chairperson

Address: 1300 San Pedro Avenue

Room No.: NTC 114

City/State: San Antonio, Texas 78212-4299

With a copy to:

Attention: David Mrizek

Vice President for College Services

San Antonio College

1300 San Pedro Avenue

San Antonio, Texas 78212-4299

FACILITY:

Attention:

Title:

Address:

San Antonio, TX

With copy to:

Attention:

Title:

Address:

- 6.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive federal laws of the United States and the internal laws and Constitution of the State of Texas.
- 6.3 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 shall not be assigned without the written consent from the other party.
- 6.4 Entire Agreement.** This Agreement, and any exhibits or addenda attached, contain the entire agreement among the Parties relating to the subject matter hereof, and all prior agreements relative hereto which are not contained herein are terminated. Any and each Exhibit to this Agreement is incorporated herein for all purposes.
- 6.5 Amendments.** Amendments or modifications may be made to this Agreement only in writing and duly executed by the Parties.
- 6.6 Force Majeure.** Any party shall be temporarily excused from performance otherwise due hereunder only to the extent that, and for so long as, such performance is rendered impossible by reason of factors beyond that party's control and not occasioned by the negligence of the party or

its affiliates, including, but not limited to, acts of God. Any party experiencing or anticipating a force majeure event shall promptly notify the other party in writing thereof.

- 6.7 Severability.** It is intended this Agreement 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 person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the Parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- 6.8 Gender and Number.** Whenever required by the context, as used in this Agreement, the singular number shall include the plural and the neuter shall include the masculine or feminine gender, and vice versa.
- 6.9 Captions.** The Section and Subsection 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 or Subsection.
- 6.10 Counterparts.** This Agreement may be executed in counterparts, each one of which shall be an original, and different parties may sign different counterparts, all of which shall constitute but one document.
- 6.11 Drafters.** Each Party to this Agreement has been afforded the opportunity to negotiate the terms of this Agreement, and to consult legal counsel regarding same; therefore, the Parties waive and disclaim the application of any principle of contract interpretation that would construe any ambiguity herein against either Party as drafter hereof.
- 6.12 Annual Review.** This Agreement shall be evaluated and reviewed annually by the Parties for the purpose of making any agreed revisions that may be deemed advisable or necessary.
- 6.13 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 any faculty or students of Alamo Colleges, or any persons other than the Parties.

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