



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: July 21, 2025

Agenda Section: Consent

Agenda Item Title: Affiliation Agreement with the University of the Incarnate Word – School of Rehabilitation Sciences

From/Presenters: Dr. Jennifer Gutierrez, Deputy Superintendent

Description: South San Antonio ISD (SSAISD) will enter into an Affiliation Agreement with the University of the Incarnate Word (UIW), School of Rehabilitation Sciences, to support the implementation of the Department of Education Mental Health Services Professional Demonstration Grant. This partnership will place UIW graduate students in School Psychology and Occupational Therapy programs within SSAISD to provide school-based mental health services, clinical support, and field experience. The agreement also includes training SSAISD educators in trauma-informed practices and launching a Pathways Program to promote careers in mental health among high school students.

Historical Data: This is a continuation of services previously provided through a partnership with Our Lady of the Lake University and UIW.

Recommendation: Approve the Affiliation Agreement between South San Antonio Independent School District and the University of the Incarnate Word for continued student placement, trauma-informed training, and intern support.

Purchasing Director and Approval Date:

Funding Budget Code and Amount: N/A

Goal: 4. SSAISD will ensure all students are provided a learning environment centered on their well-being that impacts their learning and success.

AFFILIATION AGREEMENT
between
UNIVERSITY OF THE INCARNATE WORD
School of Rehabilitation Sciences
and
SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

This Affiliation Agreement (hereafter "Agreement") is entered into by and between the **University of the Incarnate Word** ("UIW" or "University") on behalf of its School of Rehabilitation Sciences, and **South San Antonio Independent School District** ("SSAISD") (collectively referred to as the "Parties" or individually as a "party") as of the date fully executed by both Parties (the "Effective Date") in order to memorialize the agreement of the parties.

RECITALS

1. **Purpose.** The purpose of this Agreement is for University to establish an agreement with SSAISD to support initiatives developed by the University for the purpose of implementing the objectives of the Department of Education Mental Health Services Professional Demonstration Grant ("Grant"). The Grant is a five-year grant intended to expand the capacity of high-need local education agencies ("LEAs") with the goal of increasing the number and diversity of high-quality, trained providers available to address the shortages of mental health service professionals in high-needs schools. This Agreement relates to goals 1.4, 1.5, and 1.6 outlined in the Grant from the University's Occupational Therapy Department.
2. **Parties:** The Parties entering this Agreement are:
 - a. University of the Incarnate Word is a Catholic institution of higher education organized as a 501(c)(3) Texas non-profit corporation with its main campus located at 4301 Broadway, San Antonio, Texas 78209. University has eleven schools and colleges, including the School of Rehabilitation Sciences.
 - b. South San Antonio Independent School District is a school district that comprises approximately 21 square miles in the South and Southwest portions of San Antonio and offers 13 schools to students, including eight elementary, three middle, and two high schools. It is home to 1300 teachers, administrators, and staff with its main office located at 5622 Ray Ellison Blvd., San Antonio, Texas 78242.
3. **Background:** This Agreement is based on cooperation, equality, and reciprocity between University and SSAISD. University and SSAISD have mutual missions to assure high quality mental health care that meets the unique needs of students in school-based settings within the context of cultural sensitivity, cultural humility, and health equity. University and SSAISD desire to carry out the objectives of the Grant through the formation of a partnership aimed at increasing the number of school-based mental health service providers in high need LEAs who are from diverse backgrounds or from underserved communities. This mutually beneficial cooperative Agreement is designed to outline roles, responsibilities, and goals of the Parties to ensure that the absolute priorities of the Grant are achieved.

TERMS OF AGREEMENT

Therefore, in consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. **Objective.** The primary objective of this Agreement is to create a means for cooperative efforts between University and SSAISD to work together and place Occupational Therapy Doctorate (OTD) students and School Psychology interns and students with licensed qualified staff with caseloads in the school district for level I and level II fieldwork, capstone experiences, practicums and internships as required for the completion of their degrees (“the Internship”). The Grant aims to increase the number of school-based mental health service providers in high need LEAs. SSAISD qualifies as a high-need LEA based on the criteria stated by the Department of Education. The priority is to place students who are from diverse backgrounds or from communities served by the high-need LEA. The Grant will help increase access to mental health services for students within the high-need LEA and aims to increase the capacity of the LEA to meet the mental health needs of their students. The Parties agree that this Agreement will provide the foundation and framework for executing the Grant, entitled *Mental Health Services for School-Based Settings*.
2. **Definitions.** The terms utilized in this Agreement shall have the following definitions.
 - a. **LEA:** Local Education Agency is a public board of education or other public authority legally constituted within a state for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, country, township, school district, or other political subdivision of a state.
 - b. **OTD Students:** Occupational Therapy Doctoral students enrolled in an entry-level graduate program.
 - c. **Fieldwork:** Fieldwork education is designed to provide occupational therapy students with opportunities to integrate academically acquired education with clinical practice. It is during the fieldwork experience that the student can learn, practice, and refine skills of observation, evaluation, treatment planning, implementation, and communication.
 - d. **Level I Fieldwork:** The level I fieldwork experiences occurs under the supervision of and with the support of occupational therapy practitioners or other qualified individuals that occur typically one day a week over an approximate 10-week timespan. Each OTD student must complete three level I placements over the course of their education.
 - e. **Level II Fieldwork:** The level II fieldwork experiences occur under the supervision of and with the support of occupational therapists. The experiences require full-time placement in a setting for 12 weeks. Each OTD student must complete two level II placements and cannot shorten the number of weeks by working overtime.

- f. **Capstone Experience:** The purpose of the Capstone Experience is to reflect the synthesis and application of evidence-based practice and occupational therapy principles and to demonstrate achievement of the acquisition of in-depth knowledge and skills through student-generated learning outcomes and a product of practice/clinical scholarship. The student experience will occur over a minimum of 14 weeks (minimum of 560 hours of which a minimum of 448 hours was spent on site directly with the target population) in one or more of the following areas of study: clinical practice skills, research skills, administration, leadership, program and policy development, advocacy, education, or theory development.
- g. **School Psychology Students:** Students enrolled in a Master of Science degree in School Psychology.
- h. **Practicum:** A period of focused practical application of classroom and textbook theories and case studies to the actual work setting with the provision of supervised clinical interventions.
- i. **Internship:** full-time work experience to prepare students for the task, challenges, and processes they can expect in the work setting.
- j. **Trauma Informed Educator:** individuals who educate students in elementary, middle, or high school and complete the training provided by “Certified Trauma Informed Specialists” to understand trauma informed care through a high quality, evidence-based training course using implementation strategies and resilience building activities to promote the well-being of students and their ability to fully engage in the learning.
- k. **Certified Trauma Informed Specialist (CTIS):** individuals with graduate degrees who are trained in trauma informed practices, relevant neurological research, resilience strategies and evidence-based practice. These individuals are trained through a high quality, evidence-based training course that focuses on trauma informed care as well as on how to educate others to practice trauma informed care. Individuals with this designation can provide training and certification courses for educators to become a “Trauma Informed Educator.”
- l. **Approved Provider:** status given to organizations who complete required approval process for national organizations to provide continuing education credits to licensed professionals. Professional organizations possibly including the American Occupational Therapy Association (AOTA), American Speech-Language-Hearing Association (ASHA), American Physical Therapy Association (APTA), and the National Association of School Psychologists (NASP).
- m. **Pathways Program:** program for high school students to promote careers in mental health fields. The program includes advising from local university professors, events, and training.

- n. **Stipend Award Recipient:** student recipient of stipend award placed in the partnered school district for the Internship experience.
- 3. **Term of Agreement.** This Agreement will be effective on the Effective Date and shall remain in effect for a period of one (1) year. This Agreement will automatically renew for successive one (1) year terms, unless terminated in accordance with the provisions of this Agreement. In the event this Agreement renews more than ten (10) times, the Parties agree to confer and recertify their intent to continue this Agreement in writing.
- 4. **Termination.** Either party, in its sole discretion, may terminate this Agreement at any time, with or without cause, by providing the other party thirty (30) days written notice of the intent to terminate. The Parties understand and acknowledge that termination of this Agreement shall not affect activities in progress, which shall continue until concluded by the Parties in accordance with their terms or as otherwise agreed to by the Parties in writing. Accordingly, only items not yet commenced may be terminated.
- 5. **Areas of Collaboration.**
 - a. **Coordination Committee:** Both Parties will work together to form a Coordination Committee under this Agreement. Within thirty (30) days of the notice of grant award received by the Department of Education, each of the Parties shall appoint two representatives, a principal and an alternate, to serve as members of the Coordination Committee with the authority to act on their behalf with respect to actions or decisions taken by the Coordination Committee. A Party may, at any time upon providing prior notice to the other Party, designate a replacement principal member or alternate member to the Coordination Committee.
 - b. **Placement of OTD and School Psychology Graduate Students in High Need School Districts:** Both Parties will work together to expand the capacity of high need LEAs to meet the needs of children and youth with the goal of increasing the number of mental health professionals available through fieldwork, capstone experience, practicums, and internships. Financial compensation in the form of a stipend will be provided to graduate students who complete their fieldwork, capstone experiences, practicums, and internships in the LEAs. Stipends will also be provided to students who sign a contract to work for the partnered LEAs after graduation.
 - c. **Training of Local Education Agency Personnel:** Both Parties will work together to expand the capacity of high need LEAs to meet the needs of children and youth with the goal of providing certification trainings for educators to become a “Trauma Informed Educator” and graduate level personnel a “Certified Trauma Informed Specialist.” Through a high quality, evidence based, trauma informed training courses with implementation strategies and resilience building activities, educators and personnel in the school system will be equipped to practice strategies to promote the well-being of students and their ability to fully engage in the learning. The training schedule will be collaborated on by the Coordination Committee and go through official SSAISD processes and procedures for approval.

- d. **Pathways Program:** Both Parties will work together to bring a Pathways Program model for students in high schools to promote education for careers in mental health professions. Parties will provide opportunities to high school students who are interested in pursuing mental health professions to receive advising from universities, attend events, and receive training.

6. Responsibilities of University:

- a. UIW will provide SSAISD with fieldwork, capstone, practicum, and intern students to assist with the Occupational Therapy and School Psychology caseloads.
- b. UIW will provide SSAISD certifications with micro-credentials through “Certified Trauma Informed Specialist” trainings for graduate level personnel in the LEA.
- c. UIW will provide SSAISD training for educators in the LEA to become “Trauma Informed Educators.”
- d. UIW will provide SSAISD the ability offer certifications and micro-credentials to future personnel as an incentive to work for SSAISD.
- e. UIW will provide SSAISD the potential to start a Pathways Program for one of the high schools to promote mental health careers for SSAISD students with the ability to receive the “Trauma Informed Educator” certification upon graduation of high school; as well as biannual advising meetings with mental health faculty from universities with mental health careers.
- f. UIW will provide SSAISD administrative oversight of the implementation of the Grant.
- g. UIW will provide SSAISD administrative oversight with an on-campus support staff/mental health professional for the Pathways Program.

7. Responsibilities of SSAISD:

- a. SSAISD will provide UIW letters of agreement that outline roles/responsibilities and goals.
- b. SSAISD will provide qualified personnel to supervise fieldwork, capstone, practicum, or intern student(s).
- c. SSAISD will provide approved personnel to serve on the coordination committee.
- d. SSAISD will provide permission for UIW to collect de-identified data from teachers voluntarily and according to UIW institutional review board policies regarding the efficacy of training for quality improvement and national certification.

8. Mutual Responsibilities & Goals:

- a. Increase School Psychology student placement up to 50% in the high need LEAs.
- b. Place up to 20% of OTD students in the high need LEAs.
- c. Establish and implement a Pathways Program at one high school in the high need LEAs to promote mental health careers with at least five (5) student participants.
- d. Train 100% of the OTD students as “Certified Trauma Informed Specialists.”
- e. Train 100% of the School Psychology students as “Certified Trauma Informed Specialists.”
- f. Create two (2) trainers in the SSAISD as “Certified Trauma Informed Specialists Trainers” to promote sustainability and replicability after the completion of the Grant cycle.

9. Public Health Emergencies. The Parties agree that policies during a public health emergency will be respected and that all current policies, rules, regulations, and/or guidelines covering Public Health Emergencies will be shared with, and carefully followed by, the faculty members and students participating in the Program. Both parties will work together to assure the clinical training will continue to the extent possible and will seek alternative forms of learning to continue the clinical education of the students.

10. Relationship of the Parties. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically herein. The Parties are acting as independent contractors representing their own respective independent institution. With respect to any employee compensation for services provided in connection with this Agreement, each Party will be responsible for paying their own employees (including faculty), and properly withholding their own employees' taxes and other costs and fees as may be required.

11. No Special Damages. In no event shall either party be liable (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

12. Payment.

- a. The Grant is funded by the Department of Education under the Promoting Mental Health Services for School – Based Settings program. Payment does not represent work for the University and will not have tax withheld. Participants are responsible for their own federal tax withholding related to the stipend. They are advised to consult tax experts and

use free tax withholding calculators to understand their individual withholding requirements based on their stipend and annual income.

- b. Payment to a Stipend Award Recipients is dependent on their completion of the specified objectives with signatures from the Recipient's supervisor and project director.
- c. Payments will be sent for direct deposit upon completion of the signatures with a W-9 to the Project Manager along with supporting documentation (time log and evaluation), and invoice.
- d. Upon receipt of a signed invoice, evaluation, and summary log, University will issue payment to Stipend Award Recipient in the amount of \$12,500 per approved invoice, within 30 days of receipt. A maximum of four payments (totaling \$50,000) may be issued over the course of the academic school year.
- e. SSAISD agrees to designate and provide a qualified supervisor for all Our Lady of the Lake University intern and practicum students, as well as the University's OTD and School Psychology fieldwork students placed at SSAISD pursuant to this Agreement.

13. Confidential Information.

- a. The Parties anticipate that within the context of this Agreement it may be necessary or helpful to transfer information/data of a proprietary or otherwise sensitive or confidential nature ("Confidential Information"). All such information exchanged between the Parties shall be considered Confidential Information and shall not be used by the Parties except in the furtherance of the aims of this Agreement, and further, neither party, without the other party's express written consent, shall disclose to any third party any such Confidential Information. For the purposes of this Agreement, the following definitions and exceptions shall apply to such information.
- b. "Confidential Information" shall be defined as information disclosed under this Agreement which includes, but is not limited to, education records, personal and/or private information of employees and students, computer software (in object code or source code form), technical data, trade secrets or know-how, product plans, products, database information services, inventions, developments, processes, technology, designs, engineering, hardware configuration information, marketing, financial information,

customer lists, business plans, business strategies or other business information, salary records, insurance information, PIDMs, social security numbers, and other confidential or proprietary information. Regardless of whether the information is marked as Confidential Information, all information provided is deemed confidential and/or proprietary and will be considered Confidential Information of the producing party.

- c. In the context of this Agreement, "Confidential Information" shall also include "Protected Health Information" or "PHI" as defined in 45 C.F.R. §160.103, information created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this Agreement shall mean both electronic PHI and non-electronic PHI, unless another meaning is clearly identified.
- d. The Parties agree to treat all information as proprietary and confidential. The Parties further agree to keep confidential and not share, protect from unauthorized use, access, or disclosure, and not disclose to third parties any Confidential Information, the same manner and degree of care that each party uses in maintaining its own Confidential Information, but always at least a reasonable degree of care. Neither party may disclose Confidential Information unless it has received prior written consent from the other party to make such disclosure.
- e. This obligation of confidentiality does not extend to any Confidential Information that:
 - (i) Was publicly known prior to the time of its disclosure under this Agreement;
 - (ii) Became publicly known after its disclosure under this Agreement through means other than an unauthorized disclosure by the receiving party;
 - (iii) Was previously known to, or independently developed or discovered by, the receiving party without use of the Confidential Information;
 - (iv) Is or was disclosed to the receiving party by a third party having no obligation of confidentiality with respect to the Confidential Information;
 - (v) Must be disclosed to comply with applicable laws or regulations or with a court or administrative order, as long as the disclosing party received prior written notice of the pending compelled disclosure.
- f. The receiving party of the Confidential Information acknowledges that the disclosing party (or a third party entrusting Confidential Information to the disclosing party) owns the Confidential Information and all patent, copyright, trademark, trade secret, and other intellectual property rights associated with the Confidential Information. Neither party grants an option, license, or conveyance of any intellectual property rights to the receiving party under this Agreement.

- g. The Parties will use the Confidential Information only for the purpose stated in this Agreement. Neither party will use any Confidential Information for any purpose not expressly permitted by this Agreement and will disclose the Confidential Information only to those who have a need to know such Confidential Information to carry out the work of this Agreement and who are under a duty of confidentiality.
14. Return of Confidential Information. Upon termination of this Agreement, or earlier at the request of the disclosing party, the receiving party shall return within fifteen (15) days of the request all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in its possession, custody, or control. The obligation of the receiving party to return Confidential Information to the disclosing party survives until fulfilled.
15. FERPA. The Family Educational Rights and Privacy Act of 1974 (FERPA), as amended, establishes strict conditions on disclosing student education records. FERPA protects the privacy of education records and permits students to file complaints with the Family Policy Compliance Office (FPCO) concerning alleged failures of the institution to comply with this Act. Education Records are all records which contain information directly related to a student and are maintained by an educational agency or institution. The Parties understand the legal responsibilities they assume when they receive access to education records or personal data in any form. By signing this Agreement, the Parties acknowledge that they understand and will comply with the responsibilities and requirements under FERPA.
16. Nondiscrimination and other Federal Laws. The Parties do not discriminate on the basis of race, color, religion (except in limited circumstances when religious preference is both permitted by law and deemed appropriate as a matter of University policy), national origin, genetic information, sex (including pregnancy), gender, age, disability, or veteran status in admission or access to, or treatment or employment in its programs and activities, or retaliation in this regard. The Parties adhere to all requirements of the Clery Act, Title IX, Violence Against Women Act, and other applicable state and federal laws.
17. Force Majeure: Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable for any delays or failures in performance if the delay or failure is due to events or acts which are beyond the control of the parties and constitutes an event of force majeure. Such events or acts shall include acts of God, state or natural declaration of disaster, epidemic, pandemic, war, rebellion, civil insurrection, fire, floods, national emergency, labor disputes, and orders of a military, state or federal court or authority. If either party invokes Force Majeure, that party shall provide notice as soon as practicable to the other party, not later than ten (10) days after the Force Majeure event.
18. Assignment: Neither party may not sell, assign or transfer, by operation of law or otherwise, any of its rights and obligations under this Agreement to any third party without the other party's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void.

19. Severability: If any part, term, or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.
20. Amendments. This Agreement and each of its terms and provisions hereof may be amended, modified, or expanded at any time, for any reason, with the express written consent of both Parties.
21. Notices. Any and all notices, demands, or other communications required or desired to be given by any party shall be in writing and shall be effective if personally served, or delivered via certified mail, return receipt requested, via email, sent to the authorized representatives listed below:

To SSAISD:

Dr. Saul Hinojosa
Superintendent
South San Antonio ISD
5622 Ray Ellison Blvd
San Antonio, TX 78242
Email: saul.hinojosa@southsanisd.net

To University:

Lenora Chapman
CFO & VP of Finance and Administration
University of the Incarnate Word
4301 Broadway
San Antonio, TX 78209
Email: lcchapma@uiwtx.edu

22. Governing Law. This Agreement will be governed by and construed under the laws of the State of Texas without regard to conflict of law principles that would require the application of any other law.
23. Interpretation. This Agreement constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof and supersedes and cancels any and all previous or collateral agreements, negotiations, commitments, representations or understandings between the Parties with respect to this Agreement and the subject matter hereof.
24. Dispute Resolution. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the County of Bexar, State of Texas. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement.

AGREED TO BY AND BETWEEN:

SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Name: Dr. Saul Hinojosa
Title: Superintendent
Address: 5622 Ray Ellison Blvd
San Antonio, TX 78242

UNIVERSITY OF THE INCARNATE WORD

By: _____ Date: _____
Name: Lenora Chapman
Title: CFO and VP for Administrative Services
Address: 4301 Broadway St.
San Antonio, Texas 78209

END OF DOCUMENT