



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: June 16, 2021

- Purpose: Presentation/Report Recognition Discussion/ Possible Action
- Closed/Executive Session Work Session Discussion Only Consent

From: Sherri Seaman, HR Director

Item Title: University of Texas at San Antonio Consolidation Educational Experience Affiliation & Program Agreement: Field Experiences and Clinical Teaching

Description: The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in providing opportunity for UTSA students to observe and practice teaching in South San Antonio ISD.

Historical Data: South San Antonio ISD and UTSA have a successful history in the collaboration of training future teachers.

Recommendation: Approve the University of Texas at San Antonio Consolidation Educational Experience Affiliation & Program Agreement: Field Experiences and Clinical Teaching

District Goal/Strategy:

Funding Budget Code and Amount:

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

CFO Funding Approval:

Superintendent:

CONSOLIDATED EDUCATIONAL EXPERIENCE AFFILIATION & PROGRAM AGREEMENT

Field Experiences and Clinical Teaching

THIS AGREEMENT, effective the 1st day of September, 2021, is between The University of Texas at San Antonio, ("University"), a component institution of The University of Texas System, ("System"), and **South San Antonio ISD** ("Facility"), an independent school district having its principal office at 1450 Gillette Blvd., San Antonio 78224, State of Texas.

Recitals

- A. Facility operates facilities located at 1450 Gillette Blvd. in the City of San Antonio, State of Texas, and therein provides educational services.
- B. University provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program").
- C. Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions.

1. **PROGRAM.** Facility Liaison and University Representative will design an educational experience in Grade EC-6 (including bilingual education and English as Second Language) Grade 4-8 (including bilingual education, English as Second Language, Math & Science, and English Language Arts & Social Studies); Grade 7-12 (all content areas); and Grade EC-12 (all level programs) Teacher Certification ("Program") for University students utilizing the personnel, equipment, and facilities of Facility.
 - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.
 - b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.

- c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services. It is critical that students in the Program are assigned challenging, specific, and measurable duties to fulfill.
 - d. The Parties agree to execute a form describing the specifics of the Program (“Program Agreement”) for each Program which shall be governed by the terms of this Agreement. Additional Programs will be documented in amendments to this Agreement (“Amendment to Agreement”). Each Program Agreement and Amendment to Agreement shall be separately enforceable as a complete and independent agreement subject only to the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Program Agreement and/or Amendment to Agreement, the terms of this Agreement will control. The termination of this Agreement will not affect any Program Agreement or Amendment to Agreement executed prior to the effective date of such termination.
- 2. RESPONSIBILITY OF FACILITY.** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified herein. In connection with such Program, Facility will:
- a. permit the authority responsible for accreditation of University’s curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience and related accreditation process;
 - b. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program;
 - c. Provide the equipment, supplies, qualified personnel, and supervised access to patients or clients required for the experience related activities of the Program;
 - d. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed;
 - e. Assume sole responsibility for the supervision of student(s) during all times students are at the Facility or at other locations at Facility’s request and supervision and quality control of patient, customer and client care;
 - f. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility and set and enforce Facility-appropriate standards of professionalism;
 - g. Communicate to University regarding how students perform and complete any evaluations and/or timesheets needed; and

- h. appoint a person to serve for Facility as liaison (“Facility Liaison”) by the following procedure:
 - (1) Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing prior to the date the appointment is to become effective.
 - (2) University shall notify Facility of University’s approval or disapproval of such person within 10 days after receipt of such notice. No person shall act as Facility Liaison without the prior written approval of University.
 - (3) If the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph 2.h.

3. RESPONSIBILITIES OF UNIVERSITY. University will:

- a. Furnish Facility with the names of the students assigned by University to participate in the Program;
- b. Assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and
- c. Designate a member of the University faculty (“University Representative”) to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.
- d. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.
- e. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- f. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.
- g. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.
- h. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is

confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or patients.

- i. Responsible for providing any parental consent forms necessary in the event that video and/or audio recording of lessons provided by the student interns/teachers/candidates are necessary for the program. The University shall provide the Facility with an advance copy of the parental consent form for review to ensure all Facility needs are met. The University shall work with the Facility's administration to distribute the forms to parents and guardians for consideration

4. GENERAL PROVISIONS.

- a. University is not responsible for student wages, transportation, meals, or insurance while participating in the Program.
- b. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations and with all applicable requirements of any accreditation authority; in the performance of this Agreement. In the event of a student complaint, Facility agrees to cooperate in any University investigation and/or conduct its own investigation. University may request that such investigation or compliance be confirmed in writing.
- c. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- d. For all purposes of this Agreement and notwithstanding any provision to the contrary, Facility and students are not employees, partners, joint venturers, or agents of the University.

- 5. NOTICES.** All notices under this Agreement must be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative as follows:

Facility:

Position Title: HR Director
Clinical Teaching Placements Liaison
Address: South San Antonio ISD
Email: HRDirector@southsanisd.net

University:

Position Title: Dr. Lorena Claeys,
Director of Clinical Professional Experiences
Address: UTSA
Email: lorena.claeys@utsa.edu

- 6. ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement.

7. **AMENDMENT TO AGREEMENT.** This Agreement constitute the entire agreements between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.
8. **ASSIGNMENT.** This Agreement may not be assigned by either party without prior written approval of the other party.
9. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.
10. **TERM AND EFFECTIVE DATE.** This Agreement will be effective once signed by the parties and continue in effect for five years unless terminated earlier (“Term”) from 9/1/21 through 8/31/26. Either party may terminate this Agreement by providing 180 days written notice of intention to terminate. The Agreement shall terminate: (a) at the end of such 180 days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program in the semester in which the notice of termination is given, whichever event occurs last.
11. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Texas. Venue shall be in Travis County in the state of Texas.
12. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
13. **INDEMNIFICATION.** To the extent authorized under the Constitution and laws of the State of Texas, University shall hold Facility harmless from liability resulting from University’s acts or omissions within the terms of this Agreement; provided, however, University shall not hold Facility harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring, or otherwise) of Facility, its officers, agents, representatives, or employees, or any person or entity not subject to University’s supervision or control.

UNIVERSITY:

By: _____
Kimberly Andrews Espy, Provost &
Senior Vice President for Academic Affairs
The University of Texas at San Antonio

Date: _____

FACILITY:

By: _____

Date: _____

PROGRAM AGREEMENT

Recitals

- A. The University of Texas at San Antonio (“University”) and **South San Antonio ISD** (“Facility”) have previously executed a Consolidated Educational Experience Affiliation and Program Agreement (“Affiliation Agreement”) effective on **9/1/2021** and terminating on **8/31/2026**; and
- B. University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in University’s Field Experiences and Clinical Teaching in the College of Education and Human Development with an additional educational experience utilizing the personnel, equipment, and facilities of Facility for an additional program (“Program”).

Agreement

NOW THEREFORE, the parties agree as follows:

- 1. **INCORPORATION BY REFERENCE.** University and Facility agree that all terms and conditions of the Affiliation Agreement are incorporated into and made a part of this agreement (“Program Agreement”) as if fully set out in this Program Agreement.
- 2. **PROGRAM.** Facility Liaison and University Representative will design an educational experience in the Program, pursuant to the terms and conditions of the Affiliation Agreement, for University students utilizing the personnel, equipment, and facilities of Facility.
- 3. **NOTICES.** All notices under this Program Agreement must be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party’s designated representative as follows:

Facility:

Position Title: HR Director
Clinical Teaching Placements Liaison
Address: South San Antonio ISD
Email: HRDirector@southsanisd.net

University:

Position Title: Dr. Lorena Claeys,
Director of Clinical Professional Experiences
Address: UTSA
Email: lorena.claeys@utsa.edu

- 4. **TERM.** This Program shall begin on **9/1/21** and end on **8/31/26**. Either party may terminate this Program Agreement by giving thirty (30) days written notice to the other party. The effective date of the termination of the Program shall be: (a) at the end of such 30 days; (b) at the end of the term of the Affiliation Agreement; or (c) when all students enrolled in the Program(s) at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

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UNIVERSITY:

FACILITY:

By: _____
Kimberly Andrews Espy, Provost &
Senior Vice President for Academic Affairs
The University of Texas at San Antonio

By: _____

Date: _____

Date: _____