



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: August 21, 2019

Purpose:  Presentation/Report  Recognition  Discussion/ Possible Action

Closed/Executive Session  Work Session  Discussion Only  Consent

From: Julie Silva, Special Education Director

Item Title: Approve the Agreement Between Our Lady of the Lake University (OLLU) and SSAISD

Description:

This is a renewal for our continuing partnership with OLLU and SSAISD in a mutually beneficial partnership to train OLLU students in the process of Special Education Evaluation Assessments while providing services to our students. This agreement does not impact the district financially.

Recommendation:

Approve the renewal of the Agreement between Our Lady of the Lake University and South San Antonio ISD

District Goal/Strategy:

Funding Budget Code and Amount:

CFO Approval

N/A

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

Superintendent:

*[Handwritten Signature]*

*Aug. 12. 2019*



**MEMORANDUM OF AGREEMENT  
BETWEEN  
OUR LADY OF THE LAKE UNIVERSITY  
AND  
South San Antonio Independent School District**

Whereas, Our Lady of the Lake University (hereinafter referred to as "University") and South San Antonio Independent School District (hereinafter referred to as "Organization") desire to set out in writing the terms and respective responsibilities of the two institutions for education and training of students from Our Lady of the Lake University, 411 Southwest 24<sup>th</sup> St., San Antonio TX 78207-4689.

**I.  
Terms of the Agreement**

This Agreement is self-renewing and will commence as of the date signed by both parties. The Agreement shall be continued unless either party desires to terminate the Agreement and thus gives the other party thirty (30) days written notice of intention to terminate.

**II.  
Expectations of Parties**

The University and the Organization agree as follows:

**A. University Responsibilities:**

1. To send the Organization only such students who have successfully completed the requirements for the experiential component of the curriculum hereinafter referred to as the "practicum."
2. To take appropriate action regarding any student whose performance record or conduct does not justify continuance in training at the Organization as determined by Organization.
3. To support rules and regulations governing students that are mutually agreed upon between the University and the Organization.
4. To assign students to training only when mutually arranged by the University and the Organization.



5. To maintain channels of communication for exchange of information with Organization personnel by on-site visits when geographically practical, or by email, virtual face-to-face visits or by telephone.
6. To ensure students have professional liability insurance while completing training assignments as evidenced by the Certificate of Insurance issued by a company licensed to do business nationally and internationally on DoD jurisdictions when applicable.
7. To provide the Organization with written materials stating the policies, objectives and content of the program's training.
8. To provide a faculty member to serve as field consultant and liaison to the Organization as a University representative to work with the Organization supervisor and student on behalf of the student's learning experience.
9. To share appropriate information regarding the background, experience and educational needs of the student with the Organization prior to the students' placement.
10. To provide opportunities for the professional development of supervisors through seminars, workshops and regional meetings.
11. To prohibit the publication by the students and/or faculty of any material relative to the training that has not been approved for release for publication by the Organization and the University.
12. To inform students and the Organization of the time schedule of the practicum, including beginning and ending dates of the practicum.
13. To seek and use the evaluations and recommendations of Organization personnel in matters related to the practicum.
14. To carry final responsibility for the administration of the practicum.
15. To conduct preliminary background checks on students prior to the beginning the field instruction program at student's expense.

**B. Organization Responsibilities**

1. To orient the students to the Organization and rules and regulations specific to the Organization, and to communicate these rules and regulations to the University through the University representative.
2. To provide opportunities for students to participate in the Organization's service programs and activities as appropriate.



3. To provide a supervisor whose qualification meets the requirements of the University as communicated by the University and as set forth in Subsection C of this Agreement. If Organization does not have a supervisor onsite who meets these qualifications, they agree to provide an onsite task supervisor who will supervise our student in conjunction with an off-site supervisor who meets the program's qualifications.
4. To safeguard the supervisor's time so that they maintain scheduled supervisory conferences with students and consult with the University's representatives.
5. To provide opportunities to the student for the purpose of reinforcing learning concerning all areas of the University's curriculum.
6. To provide a suitable working area for the student during the practicum.
7. To provide students with a realistic workload that supports the educational objectives of the program and the objectives of the student's learning contract or education plan.
8. To provide continuing training by the same supervisor for the duration of the student's placement, and agree that a change in supervisors requires the approval of the University's Program Director or designated representative.
9. To inform the University as soon as possible regarding changes in Organization policy, procedures, and staffing that might affect the practicum.
10. To cooperate with the University in making use of Organization materials in classroom discussions and assignments. These materials must be adequately redacted to protect confidentiality.
11. To ensure that each student shall have required immunizations as designated by the Organization prior to the initiation of Student's assignment at the Organization. It is the student's responsibility to ensure they are up to date on any required immunizations and provide appropriate documentation to the Organization. If the student is not up to date on the required immunizations, it is the student's responsibility to obtain the required immunizations at their own expense.

C. Organization Supervisor Responsibilities

1. To provide training experiences in a planned and sequential manner commensurate with the student's learning capacity and pace that reinforce the knowledge and skill base in the curriculum.



2. To actively assist the students to learn processes by helping them intentionally integrate knowledge, theory and practice necessary to achieve established learning outcomes.
3. To provide a positive learning environment that fosters professional growth and autonomy, and improves the student's potential for professional practice.
4. To involve the students in ongoing processes of self-evaluation and conduct prompt performance evaluation with realistic expectations that enables students to correct deficiencies and learn from their mistakes.
5. Serve as a professional role model, providing students the opportunity to observe and model competent and ethical practice.
6. To perform administrative duties essential to the success of the training process in a timely professional manner. This includes submitting evaluations and grade recommendations according to the University's academic schedule.
7. To comply with all policies and procedures of the program.
8. To orient and integrate the students into the Organization structure and interpersonal networks, and orient the Organization staff to the students' role as learners.
9. To negotiate with each student a specific and individualized education plan that will direct the training process and serve as a tool for evaluation.
10. To provide regularly scheduled in-person supervisory conferences with the student for a minimum of one hour each week during the practicum.
11. To provide a variety of cases and training experiences to insure exposure to ethnic/racial, social and economic diversity.
12. To notify the University immediately of problems which threaten the student's successful completion of the practicum
13. To ensure that the required hours for practicum are completed.
14. To participate in meetings related to practicum sponsored by the University and the Organization.
15. To be sure that students follow the administrative policies, standards and practices of the Organization and the program.

### III.



### **Indemnification Agreement**

Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its directors, officers, employees, agents, students, faculty, and representatives in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

### **IV. Dispute Resolution**

The Parties shall seek to resolve informally any dispute that arises between them under this Agreement. The Parties shall provide each other with written notice of any dispute arising out of this Agreement. The Parties shall submit their dispute to mediation before a mutually agreeable mediator as a pre-condition to filing a lawsuit in any court or county, whether in Justice of the Peace, County Court, or District Court. This provision, however, shall be inapplicable if the running of the statute of limitations prevents the Parties from engaging in mediation before the necessity of filing suit.

### **V. Miscellaneous Provisions**

- 5.1 The number of students participating in the practicum during any given time period shall be agreed upon by the University and Organization.
- 5.2 The relationship of the Parties to this Agreement shall not be deemed or construed to create a joint venture, partnership or Organization relationship between the parties for any purpose.
- 5.3 The matters covered herein and supersedes all other agreements on the same subject, whether oral or written. Any changes or amendments to this Agreement may be made only in writing and signed by both Parties.
- 5.4 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.
- 5.5 The headings in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement.
- 5.6 If any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions shall continue to be effective.



- 5.7 Failure of the University to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions of this Agreement.
- 5.8 This Agreement shall not be assigned without the prior written consent of the other Party.
- 5.9 The Parties represent and acknowledge that they have had the opportunity to review this Agreement with counsel of their choosing and are entering this Agreement freely and voluntarily.

**VI.**  
**Nondiscrimination and Compliance**

- 6.1 The Organization and the University commit to fostering a diverse environment that is free from discrimination. Neither shall discriminate against any individual on the basis of race, color, sex, pregnancy, religion, national origin, citizenship status, disability, age, marital status, gender, gender identity or expression, sexual orientation, veteran or military status (including disabled veterans, Vietnam-era veterans or recently separated veterans), predisposing genetic characteristics, domestic violence victim status, or any other protected category under applicable local, state and federal laws, including protections for those opposing discrimination or participating in any allegation process on campus. The University is committed to upholding this policy to be sure it does not violate any local, state or federal laws including but not limited to Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, as well as OLLU policies. The parties will agree to cooperate with each other in any actions that arise out of alleged violations of these or other local, state or federal laws or University or Organization policies.
- 6.2 The University and its directors, officers, employees, agents, students, faculty, and representatives agree to keep strictly confidential and hold in trust all confidential information of the Organization and/or its constituents and not disclose or reveal any confidential information to any third party without the written notice to the Organization. Confidential Information shall be deemed to include the non-public personal financial information, student education records, and other protected information in accordance with the Gramm-Leach Bliley Act (and the Federal Trade Commission's implementing regulations) and the Family Education Rights and Privacy Act of 1974 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Each party agrees to use the other party's Confidential Information solely for the purpose of the activities contemplated by this Agreement, and not to disclose such Confidential Information to any person or entity other than its own employees, agents, advisors and representatives who have a reasonable need to know the information for purposes of fulfilling their obligations. In the event that either institution is required to disclose the other institution's Confidential Information pursuant to applicable law or a judicial or



government order, or seeks to disclose Confidential Information in connection with any litigation, alternative dispute resolution proceeding or regulatory proceeding, it may make such disclosure, but will notify the other institution in advance, so as to allow the other institution an opportunity to obtain a protective order or similar relief.

## **VII. Governing Law**

The validity, construction, scope and performance of this Agreement shall be governed in accordance with the laws of the State of Texas. This agreement is performable in Bexar County, Texas. Any claim relating to or arising out of this Agreement shall be brought in Bexar County, Texas

## **VIII. Notices**

Any notice required under this Agreement shall be in writing and shall be effective when delivered to the party for whom it is intended. Notices to OLLU shall be delivered to the following person:

Maureen Cuevas, Ph.D., LCSW  
Dean, School of Professional Studies/Worden School of Social  
Service  
Our Lady of the Lake University  
411 S.W. 24<sup>th</sup> Street  
San Antonio, Texas 78207

Copied to: Cynthia Gonzalez, MSSP Program Director  
College of Professional Studies  
And Kristin O'Donnell, OLLU Practicum Supervisor  
College of Professional Studies

Notices to South San ISD shall be delivered to the following person:

Name: Julie Silva  
Title: Director of Special Education  
Address: 5622 Ray Ellison Blvd  
City, State, Zip: San Antonio, Texas, 78242  
Phone: 210-977-7250  
Email: julie.silva@southsanisd.net




VIII.

**Attachments**

Incorporated by reference into this MOU are the following documents:

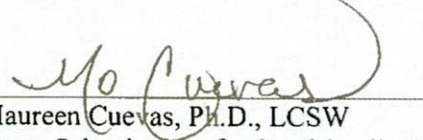
1. Rules and regulations of University for the particular curriculum and for this practicum including written materials stating the policies, objectives and content of the program's training requirements
2. Rules and regulations of the Organization and for this practicum;
3. Mutually agreed upon rules and regulations specific to this MOU and practicum;

Executed on this the 18<sup>th</sup> of July , 2019



Cynthia Gonzalez  
Program Director, School Psychology  
Our Lady of the Lake University

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Dr. Alexandro Flores  
Superintendent  
South San ISD



Maureen Cuevas, Ph.D., LCSW  
Dean, School of Professional Studies/  
Worden School of Social Service  
Our Lady of the Lake University