



EL PASO
INDEPENDENT
SCHOOL DISTRICT

**EL PASO INDEPENDENT SCHOOL DISTRICT
PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL
(P-TECH)
AFFILIATION AGREEMENT**

This Affiliation Agreement ("Agreement") is made between El Paso County Hospital District D/B/A University Medical Center of El Paso ("Organization") and the **EL PASO INDEPENDENT SCHOOL DISTRICT** ("School District") as of this 1st day of July 2021.

1. Recitals:

Whereas, in accordance with the rules of the School District's Pathways in Technology Early College High School (P-TECH) program, students shall receive work-based learning experiences under the supervision of the School District's P-TECH Director; and

Whereas, Organization and School District desire to cooperate to provide School District P-TECH students with work-based learning experiences;

NOW THEREFORE, for and in consideration of the recitals, agreements and covenants set forth herein, the parties hereby agree as follows:

2. Obligations of School District: School District shall:

- A. Instruct participating P-TECH students to abide by School District and Organization rules and regulations applicable to the work-based experience;
- B. Provide Texas Education Agency (TEA) certified instructors to monitor work-based learning experiences, including but not limited to, workplace visits, job-shadowing, or unpaid internships;
- C. Instruct participating students to wear appropriate uniform and/or identification to verify their status as students while at the Organization location;
- D. Provide necessary transportation, classroom/laboratory resources, instruction, and training, including that involving personal protective equipment (PPE), as applicable;
- E. Coordinate with Organization staff members to provide the optimal work-based learning experience for P-TECH students;
- F. Provide evidence of compliance with applicable Organization health and safety requirements prior to commencement of the work-based learning experience;



- G. Facilitate collaboration and communication, as appropriate, between School District, El Paso Community College, and the Organization to meet the P-TECH goals outlined by TEA;
- H. Inform the Organization of any participating P-TECH student whose progress, achievement or adjustment does not justify the student's continuation in the program; and
- I. Provide liability insurance for each participating student as follows: \$1,000,000.00 per occurrence and \$5,000,000.00 aggregate. A copy of the insurance certificate will be made available upon request.

3. Obligations of Organization. Organization shall:

- A. Not pay participating students any salary or stipend;
- B. Not be obligated to provide participating students with meals;
- C. Accept participating students for an agreed upon number of hours of work-based learning experiences in the manner agreed upon with the P-TECH Director;
- D. Provide participating P-TECH students with work-based learning experiences and supervision for the agreed period under the direction of the P-TECH Director;
- E. Honor the type and amount of work/experience approved by the P-TECH Director to be assigned to the student for their work-based learning experience; (See Exhibit A)
- F. Participate in the evaluation of each participating student's progress;
- G. Comply with all federal, state, and local health and safety law/requirements applicable to the work-based learning experiences;
- H. Identify an Organization staff person to participate in P-TECH meetings and schedule P-TECH student work-based learning experiences;
- I. Ensure all Organization employees and contractors, participating in P-TECH work-based learning experiences, comply with all School District requirements/protocols before coming on any of its campuses;
- J. Promptly inform School District of any P-TECH student emergency or of any student whose conduct or work may have a detrimental effect on the Organization or the program;



- K. Offer an interview to any P-TECH student who applies for a job vacancy at the Organization, if the student has successfully completed the P-TECH program and meets all job qualifications. All hiring decisions are made by the Organization; and
 - L. Have equal opportunity programs in effect that do not discriminate on the basis of race, color, age, sex, religion, national origin, marital status, citizenship, military status, disability, genetic information, gender stereotyping and perceived sexuality, or on any other basis prohibited by law.
4. **Term.** This Agreement will be for a period of two years, beginning on 1st day of July and ending 30th day of June 2023.
5. **Termination.** Either the Organization or the School District may terminate this Agreement at any time, with or without cause, upon 30 days prior written notice to the other party. In the event of such termination, the notice of termination shall specify its effective date.
6. **Miscellaneous.**
- A. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties.
 - B. **Notices.** Any notices required or authorized to be given hereunder shall be given by certified mail, return receipt requested to the parties as shown below. Either party may update its contact/notice information in writing to the other party during the term of this Agreement.

**University Medical Center of El Paso
4815 Alameda Avenue
El Paso, Texas 79905
Attention: President and Chief Executive Officer**

**El Paso Independent School District
1014 N. Stanton
El Paso, TX 79902
Attn: Superintendent**

- C. **Governing Law.** This Agreement shall be governed by the laws of State of Texas and will be enforceable in El Paso County, Texas.
- D. **Counterparts.** This Agreement is being executed in multiple counter parts, each of which shall be deemed as original, and all which should constitute but one and the same instrument.



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E. No Waiver of Immunity. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

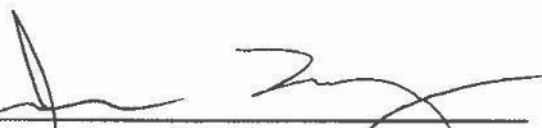
Signed in El Paso, Texas as of the date first shown above.

SCHOOL DISTRICT:
El Paso Independent School District




Vincent Sheffield
Interim Superintendent

APPROVED TO FORM AND CONTENT:




Mr. Jason Long, EPISD
Executive Director of Specialty Programs

APPROVED TO FORM:




Signed: Wednesday, May 19, 2021
C. Wednesday

ORGANIZATION:
University Medical Center of El Paso



R. Jacob Cintron
President and Chief Executive Officer
Reviewed by Legal Department:



Gabriella Reed, Attorney

The El Paso Independent School District does not discriminate in its educational programs or employment practices on the basis of race, color, age, sex, religion, national origin, marital status, citizenship, military status, disability, genetic information, gender stereotyping and perceived sexuality, or on any other basis prohibited by law. Inquiries concerning the application of Titles VI, VII, IX, and Section 504 may be referred to the District compliance officer Patricia Cortez, at 230-2033. Section 504 inquiries regarding students may be referred to Kelly Ball at 230-2856.

El Distrito Escolar Independiente de El Paso no discrimina en los programas de educación o en prácticas de empleo usando el criterio de raza, color, edad, sexo, religión, origen nacional, estado civil, ciudadanía, estado militar, discapacidad, información genética, estereotipo sexual o sexualidad percibida u otra práctica prohibida por la ley. Preguntas acerca de la aplicación del Título VI, VII o IX y la Sección 504 pueden ser referidas al oficial del Distrito Patricia Cortez al 230-2033. Preguntas sobre Sección 504 tocante a estudiantes pueden ser referidas a Kelly Ball al 230-2856.