

## COOPERATIVE AGREEMENT OF AFFILIATION

This cooperative agreement (**Agreement**) of affiliation is made by Laredo College on behalf of the Child Development Program and Webb County Head Start Program.

WHEREAS, the College has a curriculum in Child Development/Education, and

WHEREAS, fieldwork/clinical experience is a required and integral component of the Child Development/Education curriculum, and

WHEREAS, the College desires the cooperation of placements in the development and implementation of the fieldwork experience phase of its Child Development/Education curriculum, and

WHEREAS, the Agency recognizes its professional responsibility to participate in the education of Child Development/ Education students, and

WHEREAS, the Agency wishes to join the College in development and implementation of fieldwork/clinical experience for Child Development/Education students,

Now, therefore, in consideration of the mutual agreements set forth herein, the College and the Agency will cooperate as described herewith.

### GENERAL INFORMATION

1. The fieldwork/clinical experience will be consistent with the College's class schedules.
2. The length of fieldwork/clinical experience for each student will be mutually determined by agreement of the College and the Agency before the beginning of the fieldwork/clinical experience.
3. The number of students eligible to participate in the fieldwork/clinical experience will be mutually determined by agreement of the College and the Agency and may be altered by mutual agreement.
4. The College and the Agency mutually agree to make no distinction among students covered by this Agreement, on the basis of race, color, sex, creed, age, sexual orientation, marital status, or national origin. For the purpose of this Agreement, distinctions on the grounds of race, color, sex, creed, age, sexual orientation, marital status, or national origin include but are not limited to the following: Denying a student any service or benefit that is different or is provided in a different manner or at a different time from the service provided to other students under this Agreement; subjecting a student to segregation or separate treatment in

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any manner related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit; treating a student or potential student differently from others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership, or any other requirement or condition that individuals must meet in order to be provided any service or benefit.

5. Neither the Agency nor the College shall submit for publication any material relating to the fieldwork/clinical experience without the expressed written consent of both parties.

RESPONSIBILITIES OF THE COLLEGE. The College shall:

- a. assume responsibility for assuring that the Program complies with the educational standards of the College, the appropriate accreditation agencies, and/or the standards of practice and employment.
- b. establish and maintain on-going communication with the fieldwork/clinical educators of the Agency on items pertinent to Child Development/Education; such communication may include, but not be limited to, a description of the curriculum, relevant course outlines, policies, faculty, and major changes in this information; on-site visits will be arranged regularly.
- c. confer adjunct faculty appointment, when necessary, to the fieldwork/clinical designee who is responsible for planning and implementing the Child Development/Education fieldwork/clinical experience at the Agency.
- d. notify the fieldwork/clinical educator and the Agency, at a time mutually agreed upon, of its planned schedule of student assignment, including the name of the student, level of academic preparation, and length and dates of fieldwork/clinical experience.
- e. inform the student of the Agency's requirement for acceptance, including citizenship, health status, etc.
- f. advise the assigned students and faculty of the responsibility for complying with the pertinent rules and regulations of the Agency, as made applicable to the Program participants, by attending the Agency's orientation sessions.
- g. assure that the assigned student has professional liability insurance as explained in the section on Program Participants' Insurance.
- h. supply the Agency designee with appropriate forms for evaluating the performance of the assigned student/group.
- i. ensure that, prior to the beginning of the student assignment, the student provides such confidential information as may be required by the Agency or deemed necessary for the training and guidance of the student.
- j. ensure that its students, faculty, and employees maintain the confidentiality of all information about the Agency.
- k. require that the Program participants and faculty members show evidence of currently being

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- free of tuberculosis.
- l. have the right to terminate the fieldwork/clinical experience of any Program participant whose Program objectives are not being met.
  - m. advise the Agency of any deficits in the fieldwork/clinical experience and provide assistance in correcting the deficits.

RESPONSIBILITIES OF THE AGENCY. The Agency shall:

- a. maintain standards which are conducive to sound educational experiences for Program participants.
- b. assign a designee, with appropriate credentials, who will be responsible for facilitating the fieldwork/clinical experience.
- c. make available to Program participants library facilities, appropriate records and equipment, classroom, and conference space, when possible.
- d. provide an orientation for Program participants to the physical facilities, policies, and procedures of the Agency.
- e. provide limited emergency medical care to the Program participants in the event of an accident during their participation in the fieldwork/clinical experience; the costs of such care shall be borne by the applicable Program participant.
- f. advise the College of any changes in personnel, operation, or policies which may affect the fieldwork/clinical experience.
- g. notify the College of the number of students which the Agency can accommodate during a given period of time.
- h. evaluate the performance of the Program participants using the evaluation form(s) and the schedule supplied by the College.
- i. advise the College of any deficits noted in the ability of assigned Program participants to progress toward achievement of stated Program objectives, and assist the College and the Program participants in attempting to correct these deficits. It will be the mutual responsibility of the Program participant, the fieldwork/clinical educator, and the academic fieldwork/clinical coordinator to develop a plan by which the Program participant may be assisted to achieve the stated Program objectives.
- j. permit, on request in writing from the College, the inspection by the College and/or accrediting agencies of the fieldwork/clinical facilities and services.
- k. have ultimate responsibility for child care.
- l. have the right to terminate the fieldwork/clinical experience of any student whose health or performance is a detriment to the child's well-being or to achievement of the stated objectives of the fieldwork/clinical experience. The Agency shall provide written documentation specifying the facts and circumstances necessitating such request for termination so that the Program shall have the opportunity for review and evaluation of Program participant conduct.

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- m. encourage and support, when required by the College's accrediting agency, continuing education and professional development of those staff who are responsible for fieldwork/clinical experience supervision.

PROGRAM PARTICIPANTS' INSURANCE. Program participants must obtain and maintain professional liability insurance covering their activities in the Program in the amount of not less than \$1,000,000 for each occurrence and \$3,000,000 annual aggregate. The College will require each Program participant to furnish appropriate evidence to the Agency of the existence of such insurance and the payment of premiums by the Program participant for the period of such Program participant's participation in the Program. This requirement shall be a precondition to participation in the Program.

PARTIES' RELATIONSHIP. During fieldwork/clinical experiences, neither the College nor the Program participants shall be considered an employee, agent, partner, or servant of the Agency. It is understood and agreed that the Agency retains the ultimate responsibility for client recordkeeping and the College and the Program participants retain the obligations and limitations expressly stated in this Agreement.

TERM. The term of this agreement shall be for three (3) years with an option for an additional two (2) years from the effective date of this agreement. The effective date shall be when the last signature is made to the agreement. The contract is subject to annual review as required by both parties. Notwithstanding the terms specified herein, this Agreement may be terminated by either party as provided in the termination section of this Agreement.

TERMINATION. This Agreement may be terminated prior to the expiration of the term hereof by mutual consent of the parties; or by either party, without cause, upon thirty days written notice to the other party; however, no such termination shall be effective upon any Program participant enrolled in the fieldwork/clinical experience until the expiration of the then current academic semester for such Program participant.

MODIFICATION OF AGREEMENT. This Agreement contains the entire understanding of the parties and shall be modified only by an instrument in writing signed on behalf of each party.

GOVERNING LAW. This Agreement is made in Texas and shall be construed, interpreted, and governed by the law of such state. The parties consent to venue in Webb County, Texas for any action under this Agreement.

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**NO WAIVER.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

**RIGHTS IN PROPERTY.** All title to Agency supplies, equipment, furnishings, fiscal records, client charts, and client records shall remain the sole property of the Agency.

**AUTHORIZATION OF AGREEMENT.** Each party represents and warrants to the other that the execution of this Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of such party according to its term.

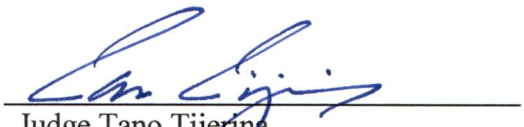
**SECTION HEADINGS.** The headings of sections contained in this Agreement are for convenience only and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

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IN WITNESS WHEREOF, the College and the Agency have executed this Agreement, in multiple originals, to be effective as of September 1, 2018.

LAREDO COLLEGE

WEBB COUNTY HEAD START  
PROGRAM



Dr. Ricardo Solis  
President

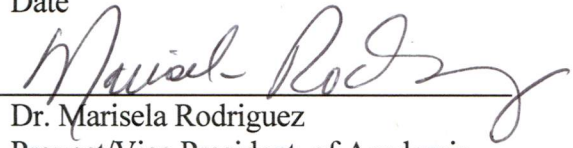
Judge Tano Tijerina  
Webb County Judge

10-8-18

12/18/18

Date

Date



Dr. Marisela Rodriguez  
Provost/Vice President of Academic  
Affairs

Aliza Flores Oliveros  
Director, Head Start Program

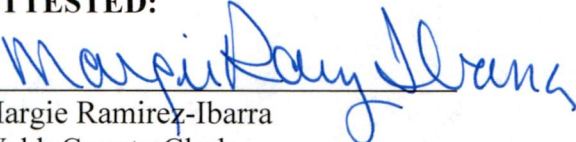
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Date

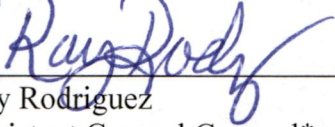
Date

**ATTESTED:**

  
\_\_\_\_\_  
Margie Ramirez-Ibarra  
Webb County Clerk



**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ray Rodriguez  
Assistant General Counsel\*

\*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**Passed and approved by the Webb County Commissioners Court  
On November 26, 2018; item no.7c.**

*A thirty six (36) month (September 1, 2018 through August 31, 2021) Non-Financial Cooperative Agreement of Affiliation between Laredo College and Webb County for the Head Start/Early Head Start Program. The purpose of the agreement is for the Child Development Program at Laredo College and the Webb County Head Start/Early Head Start Program to develop and implement fieldwork and/or clinical experience for Child Development and/or Education students.*



MARGIE R. IBARRA  
COUNTY CLERK  
FILED  
2019 JAN -7 PM 3:45  
WEBB COUNTY, TEXAS  
BY V2 DEPUTY