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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
METHODIST HEALTHCARE SYSTEM OF SAN ANTONIO,  
Ltd., L.L.P. d/b/a Methodist Hospital  
(Metropolitan Methodist Hospital campus)  
  
AND  
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

Methodist Healthcare System of San Antonio, Ltd., L.L.P. d/b/a Methodist Hospital (Metropolitan Methodist Hospital campus) (“MMH”) and San Antonio Independent School District (“SAISD”) on behalf of Fox Technical High School enter into this Memorandum of Understanding (“MOU”) to develop a partnership to develop and implement a Health Pathways in Technology Early College High School (“H-TECH”) 9<sup>th</sup> through 14<sup>th</sup> grade level program as outlined and aligned to the design elements listed in the Texas Education Agency’s P-TECH blueprint.

The intent of this MOU is to define the roles and responsibilities of a strong partnership between business and/or industry partners and SAISD to provide a detailed plan for program oversight and advisory and to provide work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships.

### **Mutual Understanding**

MMH and SAISD agree to work together to support the following common goals:

- Inform the partner of any changes that may impact service delivery;
- Develop a method of communicating needs and challenges;
- Collaborate to encourage students to pursue industry certifications, post-secondary education, career and internship opportunities; and
- Work in partnership to establish additional partners to support the P-TECH program.

MMH will:

- Provide an Industry/Business partner liaison with decision making authority who interacts directly and frequently (in person or virtually) with P-TECH leadership (Benchmark 1: School Design; Element #2b);
- Participate in defining and reviewing annual outcomes-based measures (Benchmark 1: School Design; Element # 3b);
- Participate in the leadership team that will meet regularly (in person and/or virtually) with the leaders that will consist of the school district, campus, other industry partners, chamber of commerce, non-profit foundations and Alamo Colleges (Benchmark 1: School Design; Element # 4);
- Provide opportunities when applicable to teachers to receive training like externships or other events (Benchmark 1: School Design; Element # 6).
- Assist in developing a detailed plan for work-based learning experiences for students appropriate to each grade level, such as facility visits, guest speakers, presentations, career information, job shadowing, internships, externships, and apprenticeships (Benchmark 3: Strategic Alliances);
- Assist in developing roles and responsibilities for worksite supervisors, mentors, teachers, support personnel, and other partners (Benchmark 3: Strategic Alliances);
- Assist in developing career mentoring program (Benchmark 3: Strategic Alliances);
- Support when applicable for students’ activities, such as clubs, Career and Technical Student Organizations, competitions, and special initiatives (Benchmark 3: Strategic Alliances);
- Provide a student who receives work-based training or education from the partner under the P-TECH program the opportunity to interview for any jobs for which the student is qualified that are available on the student’s completion of the program (Benchmark 3: Strategic Alliances);

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- Assist in the development of the course path and program monitoring (Benchmark 3: Strategic Alliances);
- Assist in defining the industry certifications that will be acquired and the standards/curriculum that will be followed to achieve stated certifications (Benchmark 3: Strategic Alliances);
- Provide when applicable access to business and industry partners and work-based learning facilities, services, and resources (Benchmark 3: Strategic Alliances);
- Not be required to cover transportation costs and fees for students (Benchmark 3: Strategic Alliances);
- Assist in establishing an advisory board who meets regularly and includes representatives from a variety of stakeholders such as; school board, community, economic development partners, relevant industry subject matter experts for program pathways, and IHE to provide support and guidance to the P-TECH in resource acquisition, curriculum development, work-based learning and student/community outreach to ensure a successful academic and career pipeline (Benchmark 3: Strategic Alliances);
- Assist in identifying, creating, and maintaining a list of high-demand occupations and programs of study and identify as local needs change, within our expertise and to the best of our knowledge (Benchmark 4: Curriculum, Instruction, and Assessment);
- Assist in recruiting and screening MMH employees that mentor students;
- Assist in recruiting additional business and industry partners to support the P-TECH program;
- Volunteers/staff shall complete the volunteer application and background check every calendar year following SAISD procedures
- Volunteer its services & resources to the District in support of the P-TECH program. The services & resources provided by MMH for the District is at no cost to the District. None of the company's employees nor anyone acting on behalf of the company ("actors") in the administration of its services to the District under the MOU shall be employed by the District nor considered a borrowed servant or borrowed employee of the District, with the District exerting no control over the actors.

### SAISD will:

- Provide a smaller learning community within a larger high school as the P-TECH program at the Fox Technical High School and San Antonio College;
- Designate a building level leader who has scheduling, hiring, and budget decisions that will coordinate with the Industry/Business partner liaison (Benchmark 1: School Design; Element 2a);
- Coordinate with business and industry partners to establish annual assessment measures and provide an opportunity for the industry/business partners to provide feedback on the value of the P-TECH program (Benchmark 4: Curriculum, Instruction, and Assessment);
- Coordinate with San Antonio College and business and industry partners to ensure curriculum alignment between high school, postsecondary and industry experience requirements;
- Establish a procedure or manner in the school for students to receive mentoring services;
- Ensure business and industry employees and students have access to computer and internet access on the campus;
- Assign students to participate in the program with business and industry employees;
- When applicable will secure reasonable manner any facilities in which business and industry partner leaves equipment or other materials for use in the program to prevent theft of such equipment and materials, but, in any event, SAISD will not be liable to for the theft of or damage to any such equipment or materials;
- Will provide for such student transportation as may be required to and from the college as required under State law, and for any P-TECH field trips, each pursuant to applicable SAISD rules and procedures;
- Provide for all student meals as required by state and federal law and SAISD rules and procedures. P-TECH students may purchase food from college food service facilities when on the College campus;
- Designate an adult sponsor to oversee the operation of mentoring as a whole. This sponsor must either be a school employee or someone authorized by the school to have access to students and facilities of the school;
- Designate a school leader to provide course path and program monitoring;

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- Will coordinate with college and industry partners to develop implementation plan and annual operation budget.

MMH will not collect the personal information of students but may receive student contact information (e.g., email addresses) as a consequence of communicating with students about and during the students' participation in the program.

This MOU is subject to, and MMH will comply with, SAISD's Board Policies, regulations and administrative procedures. It is the responsibility of the Provider to ensure Provider's employees adhere to SAISD's Policies. Provider agrees and acknowledges that documents submitted to SAISD may be subject to public disclosure under applicable open government laws.

Neither SAISD nor MMH will be liable for defaults or delays under the MOU due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control. This provision will survive termination or expiration of the MOU.

MMH will indemnify, defend (at SAISD's option), and hold SAISD (including SAISD's current and former officers, employees and agents) harmless from and against all Indemnified Claims arising out of or resulting from the fault of MMH's employees in the performance under the MOU. "Indemnified Claims" means all claims, causes of action, loss, damage, fine and costs and litigation expenses, including attorneys' fees for (i) patent, copyright, trademark, or trade secret infringement or any similar intellectual or proprietary rights infringement; (ii) damage to or loss of property; and (iii) personal injury, illness or death. "Fault" includes, but is not limited to, sale of defective or nonconforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard. This provision will not be deemed to limit the rights of SAISD or MMH against any third party which may be liable for an indemnified claim. This provision will survive termination or expiration of the MOU.

In performing under the MOU, neither MMH nor SAISD will discriminate against any person on the basis of race, creed, color, sex, age, national origin, religion or disability.

MMH and SAISD will retain and provide each other access to all records related to this MOU. Retention, as well as access, will be for the period of time required by Texas retention law. This provision will survive termination or expiration of the MOU.

By entering and performing under this MOU, the SAISD does not intend to waive or diminish its sovereign or liability immunities, limits of liability or defenses to which it is entitled under law. This MOU is not intended to create a joint enterprise for purposes of determining liability. This provision will survive termination or expiration of the MOU.

Senate Bill 9 directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas – FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, Company must contact:

Access and Dissemination Bureau  
Texas Department of Public Safety Crime Records Service  
P. O. Box 149322  
Austin, Texas 78714-9322  
Email: FACT@txdps.state.tx.us  
Phone: (512) 424-2365.

For fastest service, please email or call. State in the message that Company is a school district contractor and needs to have an account established for DPS FACT clearinghouse access. The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the



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<b>SAN ANTONIO INDEPENDENT SCHOOL DISTRICT</b>	<b>METHODIST HEALTHCARE SYSTEM OF SAN ANTONIO, LTD., L.L.P</b>
Name (Print): Pedro Martinez	Name (Print): Chadi Awad, MBA, RN, MSN, ACNP-BC, NEA-BC
Superintendent Signature: _____	Signature: _____
Date: _____	Title: Chief Nursing Officer/Patient Safety Officer
Name: Johnny Vahalik	Date: _____
Signature: _____	Contact Telephone No: 210-643-0047
Title: Senior Executive Director	E-mail Address: chadi.awad@mhshealth.com
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