



AFFILIATION AGREEMENT

This Affiliation Agreement (“agreement”) is made and entered into this 5 day of May, 2010 (the “effective date”) by and between South Texas Vo-Tech (the “school” or “college”), a proprietary for-profit educational organization and Hidalgo, Texas a Texas governmental entity.

RECITALS

WHEREAS, the school offers an educational program in the field of Paralegal Assistant.

WHEREAS, Hidalgo County Constable- operates a facility or business capable of providing a practical learning experience for students enrolled in the Paralegal Assistant program at the school and desires to utilize the school’s students at the facility or business.

WHEREAS, the parties have agreed that the school will make students available to Hidalgo County Constable and Hidalgo County Constable will accept enrolled students of the school and make the facility or business available to the school for the purpose of providing a practical learning experience for select students in the Paralegal Assistant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RESPONSIBILITIES OF SCHOOL

The school shall be responsible for providing students for and implementing the program at the facilities or business (the “training program”) which shall be approved in advance by Hidalgo County Constable. Such responsibilities shall include, but not be limited to, the following:

- (a) Provide Hidalgo County Constable with copies of the program curriculum, course objectives, and syllabi, if requested;
- (b) Provide adequate classroom theory of 96 Hours and practical instruction to enrolled students to successfully and effectively perform prior to their practical training assignment at Hidalgo County Constable;
- (c) Provide an orientation to students instructing each student to adhere to applicable policies of Hidalgo County Constable and the school while participating in this practical or clinical experience; and
- (d) Track student performance and grade program participants in coordination with staff of Hidalgo County Constable.



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2. RESPONSIBILITIES OF Hidalgo County Constable.

- (a) Hidalgo County Constable shall accept the students assigned to the Training Program of 96 Hours and provide opportunities for such students to exercise classroom theory learned at the school. Hidalgo County Constable shall make its best efforts to provide each student with hands-on clinical/practical learning experience and observational opportunities of education value;
- (b) Provide an orientation for program participants to the facilities or business including but not limited to its standard operation procedures, emergency and evacuation procedures;
- (c) Direct supervision and control of program participants at the facilities or business in compliance with all applicable laws, rules, and regulations. Supervision shall be by an experienced and qualified employee in the field; and
- (d) Upon the request of the school, Hidalgo County Constable shall assist the school in the evaluation of each program participant's performance in the program by completing the School's final evaluation form.

3. WITHDRAWAL OF PROGRAM PARTICIPANTS

- (a) Hidalgo County Constable may immediately remove or direct removal of any student from the premises of Constable Precinct 4 who, in the sole opinion of Hidalgo County Constable Precinct 4, poses an immediate threat or danger to personnel or the quality of the services or for unprofessional behavior.
- (b) Hidalgo County Constable may request school to withdraw or dismiss a student or other program participant from the program at the facility/business when his or her performance is unsatisfactory to Hidalgo County Constable. Subject to the provisions of paragraph 3(a) above, it is understood that only the school can dismiss the program participant from the program at the facility.
- (c) The school shall, upon direction of Hidalgo County Constable Precinct 4, discontinue the assignment of any program participant at any time during the period of this agreement.



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4. INDEPENDENT CONTRACTOR

The parties hereby acknowledge that they are independent contractors, and neither the school nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hidalgo County Constable Precinct 4. In no event shall this agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.

5. INDEMNIFICATION

The school hereby agrees to indemnify and hold harmless Hidalgo County Constable against any and all claims, liabilities, damages and expenses, including reasonable attorney's fees, incurred by Hidalgo County in defending actions brought against Hidalgo County, its elected officials, employees, or agents, arising out of or related to the negligent and willful acts or omissions of school in school's performance of its duties under this agreement.

The indemnification obligations pursuant to this section shall continue in full force and effect notwithstanding the expiration or termination of this Agreement with respect to any such expenses, costs, damages, claims and liabilities which arise out of or are attributable to the performance of this agreement prior to its expiration or termination.

6. INSURANCE

At all times while this agreement is in effect, the school shall maintain for itself and for the program participants including but not limited to students of school, appropriate general liability insurance coverage which shall include minimum annual liability coverage limits of no less than a per occurrence limit of two million dollars; auto liability with a per occurrence limit of two million dollars; excess liability insurance with a per occurrence limit of three million dollars; Workers' compensation as required in all United States jurisdictions; errors and omissions coverage with a limit of liability of two million dollars.

7. NON-DISCRIMINATION

Hidalgo County Constable - Chief Deputy Joel Rivera shall not discriminate on the basis of race, national origin, religion, creed, sex, age, veteran status, sexual orientation or handicap.

8. CONFIDENTIALITY

The school shall ensure that its program participants are aware of the confidential nature of client information and the obligation to keep the client and facility/business information confidential.



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9. TERM & TERMINATION

(a) The term of this agreement shall commence on the effective date and shall remain in effect for one (1) year, unless terminated sooner as provided herein.

(b) Either party may terminate this agreement at any time without cause upon giving at least thirty (30) days written notice to the other of its intention to terminate the agreement.

10. NOTICES

All notices hereunder by either party to the other shall be in writing and deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service, transmitted by electronic facsimile or deposited in the United States mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given, at the address set forth:

Notice to School:

South Texas Vo-Tech
2400 Daffodil Ave.
McAllen, TX 78501
956-467-1616
F 956-630-1650

Notice to Hidalgo County Constable Precinct 4

ATTN: Hidalgo County Judge
100 E. Cano Second Floor
Edinburg, TX 78539
956-318-2600
F 956-318-2699

With a copy to:
Hidalgo County Constable Precinct 4
2814 S. business highway 281
Edinburg, Texas 78539
956-383-8560
F 956-383-8565

11. AMENDMENTS

This instrument contains the entire agreement between the parties and shall be binding on all successors and assigns of the respective parties. No amendments, deletions, or additions shall be made to this agreement except in writing signed by all parties.



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12. GOVERNING LAW

This agreement shall be governed and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this agreement shall exclusively rest with the state and federal courts in the county in which Hidalgo County.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representative on the day and year first written above.



School



Date

Contractor

Date