

EDUCATION AFFILIATION AGREEMENT
Between
GLENN POLK CHEVROLET OF SANGER
And
SANGER INDEPENDENT SCHOOL DISTRICT

This document hereby confirms the agreement (the "Agreement") as of 03/06/2023, (the "Effective Date") between Glenn Polk Chevrolet of Sanger, (hereinafter referred to as "Polk") and Sanger Independent School District, a political subdivision of the State of Texas ("School District" or "SISD"), regarding the Sanger High School ("SHS") Automotive Technology program (hereinafter referred to as "AutoTech Program"), to be held at the SHS location as well as the Polk facilities as outlined below:

WHEREAS, the School District provides an AutoTech Program, and Polk recognizes the professional responsibility of assisting in the instruction of students and is interested in providing assistance to the AutoTech Program;

WHEREAS, the School District desires to send certain students to Polk for observation and hands on technical and/or mechanical education as part of the School District's AutoTech Program;

WHEREAS, the School District agrees and acknowledges that its agreement to meet the obligations and requirements in the Agreement are a condition to Polk's support and affiliation with the School District's AutoTech Program; and

WHEREAS, Polk agrees and acknowledges its obligation to continue providing support to the AutoTech Program as agreed upon by the School District and Polk.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

In addition to complying with its obligations, the Parties agree as follows:

1. AutoTech Program
 - a. The AutoTech Program is designed for students' concentrated training in Express Service and introduction into the major mechanical systems of automobiles.
 - b. The School District and Polk will provide a technician certificate to qualifying AutoTech Program students in the areas of Express Service and the major mechanical systems testing.

2. AutoTech Curriculum
 - a. Electude modules shall be incorporated into the School District's automotive training courses.
 - b. Polk curriculum shall be delivered in addition to the School District's choice in curriculum.
 - c. The SHS Education Coordinator must approve all such curriculum for content and delivery consistent with state law and regulations.

3. Education and Training
 - a. The AutoTech Program will consist of a 3-year program.

- b. The School District shall provide sufficient classroom, shop area, facilities, academic space, tools and equipment for conducting the AutoTech Program training at Sanger High School ("SHS") for the first year of the program, with scheduled field trips for advanced learning at Polk facilities.
- c. The School District and Polk will share the responsibility for the sufficient classroom, shop area, facilities, academic space, tools and equipment for conducting the AutoTech Program training during the second and third year of the program.

4. Instructor Training

- a. School District shall provide qualified technical instructors. School District shall provide in-service release time each year for appropriate full-time automotive instructors to attend training classes needed to maintain appropriate certifications.
- b. If Polk requests a School District instructor to have specific training, Polk will cover all costs associated with this training such as, but not limited to registration costs, travel, lodging, and meals.

5. Recordkeeping

- a. All students must meet minimum eligibility requirements, consistent with law and Board policies, to participate in the AutoTech program acceptable to Polk and the School District.
- b. The School District shall maintain all students' records and reports required by School District related to the technical learning experience under this Agreement, and furnish course completion information and any certification completions to Polk as needed.
- c. Students eligible for the AutoTech Program must agree to release such records associated with their participation in the AutoTech program to be eligible and participate in the AutoTech Program.
- d. Polk and School District shall cooperate to ensure that Polk and Polk's employees maintain the confidentiality of all student information and records to which it is given access or provided in compliance with state and federal law, including the Family Educational Rights and Privacy Act ("FERPA"). Polk and Polk's employees working with students in the AutoTech Program shall comply with the FERPA Confidentiality Agreement in the form attached hereto as **Exhibit A**.

6. Promotion and Advertising

- a. School District and Polk shall be jointly responsible for the promotion and advertising of the AutoTech Program. All promotional and advertising material referring to the AutoTech Program must be pre-approved by School District and Polk.
- b. Polk shall inform its dealers of the program and actively encourage them to hire those students who complete the AutoTech Program. Neither Polk nor School District shall make any commitment or guarantee that AutoTech Program graduates will be hired by a Polk dealership.
- c. School District shall actively recruit potential AutoTech Program students.
- d. Polk shall visit dealers to support the AutoTech Program.

7. Insurance

- a. School District shall maintain a general liability insurance policy that covers \$50,000 per student per incident for the AutoTech Program students. School District will provide Polk upon its request with a certificate of such insurance.
- b. To the extent permitted by law, SISD will indemnify Polk from any and all claims for injuries sustained by SISD students in the Autotech program, save and except any and all claims for injuries that are caused by or are a result of the negligent or intentional conduct of Polk, to include its employees, trustees, agents, or officers.
- c. Polk shall maintain general liability insurance for Polk, and its employees. Polk will provide School District, upon it request, with certificates of such insurance. Polk shall notify School District at least thirty (30) days prior to the reduction, suspension, cancellation or termination of such insurance.

8. Equipment, Training Aids and Materials

- a. Polk will provide some required specific special tools to support the AutoTech Program. School District will be responsible for the handling and care of all Polk tools and equipment provided to School District to support the program.
- b. School District shall maintain all such items in good working and usable condition, understanding that the tools, materials, and equipment will receive reasonable use by students enrolled in the AutoTech Program.
- c. School District will be responsible for replacing any missing or broken tools and equipment.
- d. School District agrees not to sell Polk loaned parts and/or equipment.
- e. School District shall maintain an accurate special tools and equipment inventory list of tools and equipment provided by Polk. This inventory must be submitted to Polk upon request.
- f. School District agrees not to use any Polk loaned or provided items for any purposes other than for use in the AutoTech Program education and training.

9. On-Site School Audits and Polk Employees Working with Students

- a. Polk may conduct on-site visitations to observe the School District's instructors conducting classes. At least two (2) business days before the visitation, Polk shall advise the SHS Education Coordinator of the visitation date, the area(s) Polk wishes to observe, and the criteria Polk shall use for evaluation purposes. Polk understands that School District will also conduct its own assessment of individual students' academic progress and the AutoTech Program. Audits shall include, but not be limited to, Polk's review of: Insurance documentation, Certification documentation, Tool and equipment inventory, and Student records.
- b. Access to School District property by Polk representatives shall be consistent with District policies regarding the access of visitors as contained in Board policy GKC (LEGAL) and (LOCAL).
- c. Polk shall provide and maintain records and reports reasonably required by School District for conducting the AutoTech Program. Polk shall ensure and certify to School District that no Polk personnel, staff, or agents that will come into direct contact with School District's students, absent the presence of the School District instructor, has any disqualifying criminal history as defined in Texas Education Code Sections 22.0834 and 22.085(a).

10. Audit Reviews

- a. Any deficiencies found in an audit will be addressed in writing with more detailed examples. Polk may conduct annual audits of AutoTech Program in areas of tools

and equipment inventory, student records, facilities, and curriculum standards, results of these audits will be provided to school administration and will include a remediation plan with specific timelines. Polk understands that any remediation plans and steps taken by School District must be consistent with law and School Board policies.

11. Party Liaisons

- a. School District shall appoint a SHS Education Coordinator who will serve as the liaison with the Polk representative for the purpose of implementing the terms of this Agreement and who will be considered by Polk as the School District's contact for purposes of the AutoTech Program.
- b. Polk shall provide School District the name of a Polk representative who will serve as liaison with the SHS Education Coordinator, and who will be considered by School District as Polk's contact for the purpose of implementing the terms of this Agreement.
- c. The SHS's Education Coordinator and/or the AutoTech Instructor(s) shall attend a yearly evaluation meeting hosted by School District.

12. Logo Usage

- a. "Glenn Polk" or "Glenn Polk Chevrolet" is a trademark of Polk and shall remain the sole property of Polk.
- b. School District may use the Polk name solely in conjunction with this program, provided that School District submits all items using the name for Polk's approval prior to use.
- c. Polk acknowledges that School District maintains trademarks associated with the School District and its campuses, and such trademarks shall remain the sole property of School District.
- d. Polk may use School District and campus trademarks, such as names, logos, mascots and symbols solely in conjunction with this program, provided that Polk submits all items using the name for School District's approval prior to use.

13. Confidentiality and Protection of Intellectual Property

- a. School District recognizes and acknowledges that in the AutoTech Program, as described in this Agreement, it may have access to Polk's trade secrets and confidential or proprietary information ("Confidential Information").
- b. School District hereby agrees that it will not, nor will it knowingly permit any of its students, employees or agents to, disclose, in whole or in part, Polk's Confidential Information to any person, firm, partnership, association, corporation or business organization, entity or enterprise except as required to achieve the objectives of this Agreement; nor will School District make use of any such Confidential information for its own purposes or for the benefit of any other person, firm, partnership, association, corporation or business organization, entity or enterprise.
- c. Polk shall clearly and conspicuously mark as "CONFIDENTIAL" any information that Polk deems to be confidential, proprietary or a trade secret ("Confidential Information"). Polk acknowledges that School District is subject to the Texas Public Information Act, Texas Government Code Chapter 552. To the extent School District receives a public information request for Polk's Confidential Information, School District may seek a determination from the Texas Attorney General and will notify Polk in writing of said request. Polk shall be responsible for making any arguments as to confidentiality of Polk's Confidential Information

to the Texas Attorney General's Office. Any compliance by School District with a ruling or determination from the Texas Attorney General's Office shall not be considered a default under this Agreement.

- d. The obligations of the School District hereunder shall survive the termination of this Agreement.

14. General Provisions and Summary

- a. This Agreement shall commence upon the Effective Date. Either party may re-evaluate their commitment each year. In order to terminate this Agreement, a party shall provide written notice to the other party 30 days in advance of the end of school year. In such event, School District students enrolled in the AutoTech Program shall be allowed to complete any classes currently being conducted at the time of the notice of termination and complete the next immediate future class.
- b. Upon termination, any loaned equipment, tools, training components, training aides and instructional materials must be promptly returned to Polk.
- c. This Agreement is not intended to create, nor should it be construed to create any relationship between the parties other than that of independent contractors. Neither party has the authority to bind the other party, contractually or otherwise, except as specifically authorized in this Agreement. This Agreement is between Polk and School District and there are no third-party beneficiaries to this Agreement.
- d. By entering into this Agreement, Sanger ISD is not waiving its governmental immunity, or that of its employees, trustees, agents, or officers. The provisions of this Agreement shall not be construed as consent to suit.
- e. This Agreement constitutes the entire agreement between the parties. No change or addition shall be binding upon the parties until reduced to writing and signed by both parties. This Agreement, when fully executed, shall supersede any and all prior or existing agreements, either oral or written, with respect to the subject matter hereof.
- f. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to its conflict of laws principles. Venue for any dispute arising hereunder shall be in the courts of Denton County, Texas.
- g. In the event that a provision of this Agreement is held to be invalid or unenforceable, the balance of this Agreement will remain in force and effect.
- h. Any notices required to be sent under this Agreement shall be deemed given when: (a) personally delivered, (b) if sent by facsimile upon confirmation of successful transmission or (c) if sent by U.S. mail, three (3) business days after deposit in the U.S. mail, first-class, certified or registered, postage pre-paid to the addresses set forth below.


Glenn Polk Chevrolet of Sanger
Attn: Trent Polk
405 N Stemmons
Sanger, TX 76266-9393
FAX: _____

Sanger ISD
Attn: Superintendent
601 Elm Street
Sanger, TX 76266
FAX: 940-458-5140

By entering into this Agreement, nothing herein is intended to waive any immunities provided to School District under law.

The above agreement is hereby accepted and agreed upon as follows:


Sanger Independent School District



Dr. Tommy Hunter, Superintendent of Schools
Sanger ISD

Date: 3-6-2023

Glenn Polk Chevrolet of Sanger



Name and Title of Signer

Date: 3-6-23

Exhibit A

FERPA CONFIDENTIALITY AGREEMENT

Polk recognizes that Polk may gain knowledge of, have access to, or otherwise obtain certain confidential information about School District, School District's students, and School District's employees during the course of this Agreement.

Neither Polk nor its agents, officers, or employees shall make copies of, take, distribute, disclose, directly or indirectly, or otherwise use at any time, during the term of this Agreement or thereafter, any such confidential information concerning School District, School District's students, or School District's employees, including, but not limited to, personally identifiable student information, financial, personnel, or statistical information (collectively referred to as "School District's Confidential Information") without the prior written consent of School District, except as may be necessary in the performance of the duties of Polk under this Agreement or as required by law or court order.

Polk agrees to restrict dissemination of School District's Confidential Information to Polk's personnel on a "need-to-know" basis. All copies of School District's Confidential Information in written, graphic or other tangible form shall be returned to School District upon request or upon the termination or expiration of this Agreement, whichever is sooner. All copies of School District's Confidential Information in electronic form shall be destroyed upon the written request of School District. All Polk personnel and agents providing services pursuant to this Agreement shall be advised of the confidentiality provisions of this Agreement. The foregoing contractual duties to protect School District's Confidential Information are in addition to, and not a substitution for, any greater or additional duties imposed by law. Polk's obligations in this section shall survive the termination or expiration of this Agreement.