

TEXAS TECH UNIVERSITY
AFFILIATION AGREEMENT

For
Student Clinical Training

THIS AGREEMENT (the "Agreement") is effective as of the 21st day of August, 2026 ("the Effective Date"), by and between Texas Tech University, on behalf of its Department of Special Education ("UNIVERSITY"), which is a Texas public institution of higher education established pursuant to sections 109 et seq. of the Texas Education Code, and is located at 2500 Broadway, Lubbock, Texas 79409, and Keller Independent School District ("FACILITY"), which is located at 350 Keller Parkway, Keller, TX 76248. UNIVERSITY and FACILITY shall be known collectively as "the Parties" and singularly as "a Party" or "the Party."

The Parties seek to provide clinical and educational experiences to designated students ("Students") enrolled in Orientation and Mobility Program ("the Program") at UNIVERSITY; and

Therefore, the Parties agree as follows:

ARTICLE I
RESPONSIBILITIES OF UNIVERSITY

UNIVERSITY shall fulfill the following terms, obligations, and covenants:

- (1) Inform FACILITY of the name, address, and phone number of the UNIVERSITY Director and Internship Instructor of Record who will be available to assist FACILITY personnel and Students of the Program and who will be responsible for maintaining ongoing contact with FACILITY's designated representative ("Field Supervisor");
- (2) As mutually agreed by FACILITY AND UNIVERSITY, develop, organize, and assist FACILITY in implementing and operating a Program that is suitable to each Student, including those who may be disabled;
- (3) Acquaint FACILITY's designated representative with methods, objectives, goals, and specifics of the Program;
- (4) Assign to FACILITY Students who are academically-qualified for clinical experience and provide FACILITY with information about the Student to the extent permitted by applicable law;
- (5) Assign only the number of Students mutually agreed upon by FACILITY and UNIVERSITY;
- (6) Notify FACILITY of the names and arrival dates of Students, as such dates are mutually-agreed upon by FACILITY and UNIVERSITY;
- (7) Ensure that Students who participate in the Program provide proof of insurance coverage in minimum amounts that are acceptable to FACILITY;

- (8) Require Students to provide transportation to and from FACILITY, and appropriate supplies and uniforms, as applicable;
- (9) Inform Students about their obligation to adhere strictly to all applicable administrative policies, rules, standards, schedules, and practices of FACILITY;
- (10) Inform Students and Faculty members who are supervising Students about their obligation to maintain confidentiality of all FACILITY matters, proceedings, and information, including, but not limited to client records and information. This confidentiality provision shall survive termination of this Agreement;
- (11) Upon notice to UNIVERSITY, inform FACILITY of any adverse circumstances to which FACILITY may be exposed because of the activities or health status, including the mental health status, of a Student;
- (12) Upon notice to UNIVERSITY, notify FACILITY of any complaint claim, investigation, or lawsuit involving a Student that is related to clinical and educational experiences provided under this Agreement;
- (13) Notify Students about their obligation to comply with FACILITY policies and procedures, state law, and OSHA bloodborne and tuberculosis pathogen regulations in the training, vaccination, testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by the Program; AND

ARTICLE II

OBLIGATIONS OF FACILITY

FACILITY shall fulfill the following terms, obligations, and covenants:

- (1) Provide necessary instruction by qualified supervisory personnel for prescribed clinical and educational experiences that will allow Students to participate in overall FACILITY programs, in services, and activities, as appropriate and as agreed upon by both Parties;
- (2) Allow the Field Supervisor time to prepare for conferences with Students; to maintain scheduled conferences with Students; and to consult with the UNIVERSITY's representative;
- (3) Provide UNIVERSITY's designee with a performance appraisal for each Student in the form prescribed by UNIVERSITY;
- (4) Report unsatisfactory conduct or performance of a Student in a form prescribed by UNIVERSITY; AND
- (5) Permit designated faculty members the right to counsel with and to observe Students at the FACILITY.

ARTICLE III

OBLIGATIONS OF THE PARTIES

The Parties mutually agree to fulfill the following terms, obligations, and covenants:

- (1) Neither UNIVERSITY, Students, nor any UNIVERSITY personnel, including faculty, shall be considered employees, agents, borrowed servants, partners, or joint venturers of FACILITY, unless otherwise agreed upon by the relevant parties;
- (2) FACILITY is not responsible for wages, social security taxes, hospitalization insurance, or workers' compensation insurance for Students, unless otherwise agreed upon by the relevant parties;
- (3) Nothing in this Agreement is to be construed as transferring financial responsibility from one Party to another;
- (4) Both parties acknowledge a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically [The Family Educational Rights and Privacy Act \("FERPA"\) 34 CFR, Part 99](#). To the extent that a party has access to "education records" under the Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Both parties agree to comply with FERPA and safeguard student information. Neither party may re-disclose student records to a third party without prior written consent from the other party or eligible student.
- (5) Without limitation of any provision set forth in this Agreement, the Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations; AND
- (6) FACILITY shall have the right to refuse to allow Students who do not have requisite skills, attitude, previous training, health status, or for any other reason to participate in the Program.

ARTICLE IV

TERM AND TERMINATION

- (1) This Agreement shall remain in effect from the Effective Date of the Agreement, which is set forth in the first paragraph of this Agreement, until the 31st day of May 2028 ("the Termination Date"), and shall automatically renew for up to seven (7) additional one (1) year terms, unless sooner terminated in accordance with applicable provisions of this Agreement.
- (2) Any breach of the covenants stated in Article I of this Agreement by UNIVERSITY or Article II by FACILITY shall be considered a material breach of this Agreement. In the event of a material breach, FACILITY or UNIVERSITY, as applicable, shall have the right to terminate this Agreement immediately.
- (3) Notwithstanding any other provision in the Agreement, either Party shall have the right to terminate this Agreement without cause after thirty (30) calendar days written notice is given to the other Party. If either Party exercises this option, the Parties agree to make reasonable efforts so that Students already in training status will be allowed to complete the stipulated course of study.
- (4) FACILITY shall further have the right to demand immediate removal of any student from its premises, upon a determination by the administrator in charge that the Student poses a threat to the health, safety, welfare of FACILITY's patients, clients, or personnel or to the orderly business function of FACILITY or for any other reason.

ARTICLE V

GENERAL PROVISIONS

- (1) The Parties agree that this Agreement will be construed by the laws of the State of Texas and venue for purposes of litigation shall be Lubbock County, Texas.
- (2) The terms and conditions of this Agreement may be modified upon mutual written consent of the Parties at any time.
- (3) This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date that first appears in paragraph one of this document.
- (4) Any notice required or permitted under this Agreement shall be made in writing at least thirty (30) days in advance of request of change in this Agreement.
- (5) Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party.
- (6) Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind the Party on behalf of which/whom he/she signs, to the terms of this Agreement.
- (7) If any part of the Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or UNIVERSITY or FACILITY policies, that part of the Agreement shall be reformed, after notice is given in accordance with Article V, Section 4 of this Agreement to the other Party and if such reformation is determined by the Parties to be reasonably possible, in order to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
- (8) A waiver by either Party or the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
- (9) This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement there is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- (10) Unless expressly provided herein, the Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
- (11) “Event of Force Majeure” means an event beyond the control of FACILITY or UNIVERSITY which prevents or makes a party’s compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or

usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of the Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder (“Affected Party”) will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.

- (12) Pursuant to [§231.006, Texas Family Code](#), FACILITY certifies that it is not ineligible to receive the awarded Agreement or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this certification is inaccurate.
- (13) FACILITY certifies this Agreement is not prohibited under [Texas Government Code §2261.252\(b\)](#) and agrees that if FACILITY’s certification is or becomes untrue, this Agreement is void, and FACILITY will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this Agreement, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.
- (14) Under Section [§2155.004, Texas Government Code](#), the FACILITY certifies that the individual or business entity named in this bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- (15) Under Section [§2155.005, Texas Government Code](#), the FACILITY certifies that the individual or business entity named in this procurement or Agreement has not violated the antitrust laws of the United States or of the State of Texas.
- (16) Under [§2155.0061, Texas Government Code](#), FACILITY certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
- (17) If this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of UNIVERSITY, and if FACILITY is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to [Texas Government Code Chapter 2271](#), FACILITY affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in [Texas Government Code §808.001](#).
- (18) Compliance with Texas Government Code §2274.002. If this Agreement has a value of \$100,000 or more to be paid wholly or partly from public funds of UNIVERSITY, and if FACILITY is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to [Texas Government Code §2274.002](#), FACILITY verifies it (1) does not have a practice, policy, guidance, or directive that discriminates

against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the Agreement against a firearm entity or trade association.

- (19) If this Agreement has a value of \$100,000 or more to be paid wholly or partly from public funds of UNIVERSITY, and if FACILITY is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to [Texas Government Code §2276.002](#), FACILITY affirmatively states it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. In this paragraph, the terms “company” and “boycott energy companies” shall have the meanings described in [Texas Government Code §809.001](#)
- (20) Pursuant to Executive Order No GA—48, FACILITY certifies that it, and, if applicable, its holding companies or subsidiaries, are not:
- a. Listed in [Section 889 of the 2019 National Defense Authorization Act](#) (NDAA); or
 - b. Listed in [Section 1260H of the 2021 NDAA](#); or
 - c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under [15 C.F.R. § 791.4](#); or
 - d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under [15 C.F.R. § 791.4](#).
- (21) FACILITY affirmatively states that it will comply with the requirements of [Texas Health and Safety Code, § 161.0085\(c\)](#).
- (22) FACILITY is hereby notified that UNIVERSITY strictly adheres to the Texas Public Information Act, [Texas Government Code, Chapter 552](#), and the interpretations thereof rendered by the Courts and the Texas Attorney General (“AG”).
- (23) The dispute resolution process provided for in [Texas Government Code Chapter 2260](#) and the related rules adopted by the AG pursuant to Chapter 2260 will be used by UNIVERSITY and FACILITY to attempt to resolve any claim for breach of contract made by FACILITY that cannot be resolved in the ordinary course of business. The Assistant Vice President and Chief Procurement Officer of UNIVERSITY will examine FACILITY’s claim and any counterclaim and negotiate with FACILITY in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by UNIVERSITY nor any other conduct, action, or inaction of any representative of UNIVERSITY relating to the Agreement constitutes or is intended to constitute a waiver of UNIVERSITY’s or the state's sovereign immunity to suit; and (ii) UNIVERSITY has not waived its right to seek redress in the courts.
- (24) FACILITY agrees that it will not publicize this Agreement or disclose, confirm, or deny any details of this Agreement to third parties. As a public institution, UNIVERSITY maintains a consistent policy of not endorsing products or services, whether purchased or received. The FACILITY and UNIVERSITY’s employees shall comply with UNIVERSITY Operating Policy and Procedure 68.01. <https://www.depts.ttu.edu/opmanual/OP68.01.php>. The FACILITY shall not use UNIVERSITY’s name or protected identity marks, including but not limited to wordmark, logos, seals, imagery, and insignia (collectively, “Marks”) without UNIVERSITY’s prior express written approval from the UNIVERSITY Vice President for Marketing and Communication or their designee. The approved use of any Marks shall cease upon termination of the Agreement or upon written notification by

UNIVERSITY. The FACILITY shall not use UNIVERSITY's Marks to represent any type of relationship between UNIVERSITY and the FACILITY or that UNIVERSITY endorses the FACILITY unless formally approved in writing. The use of all identity marks shall be governed by UNIVERSITY's identity guidelines policy, which may be updated from time to time.

<https://www.depts.ttu.edu/communications/identityguidelines/>.

- (25) The FACILITY agrees to indemnify, defend, and hold harmless UNIVERSITY, Texas Tech University System, and its respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives, and agents, against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, or resulting from any negligent act or omission of the FACILITY in the performance or failure to perform within the Agreement including the negligent acts or omission of any subcontractor or any direct or indirect employees of the FACILITY or subcontractors. The indemnification obligations set forth in the Contract will survive termination or expiration of the Agreement.
- (26) FACILITY agrees that it will comply with all federal, state, or local laws or regulations applicable to FACILITY's performance under the Agreement, and agrees to obtain and maintain all permits, licenses and other approvals required in connection with the operations contemplated under the Agreement. FACILITY also agrees that pursuant to [Texas Education Code §51.9335\(h\)](#), in any agreement for the acquisition of goods or services to which UNIVERSITY is a party, including this Agreement, any provision required by applicable law to be included in the agreement is considered to be part of the agreement whether or not the provision appears on the face of the agreement or if the agreement contains any provision to the contrary.
- (27) All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Agreement to FACILITY or UNIVERSITY will be in writing and will be sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, (iii) if sent by email, when received. Notices shall be sent to the following

To UNIVERSITY:

Texas Tech University
Department of Special Education
PO Box 41071
Lubbock, Texas 79409-3011

With a copy to:

Texas Tech University Procurement Services
Attn: Contract Management
PO Box 41094
Lubbock, Texas 79409
contracting@ttu.edu

To FACILITY:

Traci Kaeszig, Special Education Director
Keller Independent School District
35 Keller Parkway
Keller, TX 76248

(28) This is the entire Agreement between the Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple counterparts, to be effective as of the date written on page one (1) of the Agreement.



TEXAS TECH UNIVERSITY

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____