

Contract Number: [[Contract Number]]
Start Date: October 30, 2026]
End Date: October 30, 2031



**MASTER EXPERIENTIAL LEARNING AGREEMENT
BETWEEN
LAMAR UNIVERSITY
AND
KELLER INDEPENDENT SCHOOL
DISTRICT**

This Master Experiential Learning Agreement ("Agreement") is made and entered into on October 30, 2026 (the "Effective Date"), between Lamar University, an institution of higher education in the State of Texas and a component of The Texas State University System, ("University"), which is located at 4400 MLK Parkway, Beaumont, Texas 77710 and Keller ISD ("Host Organization"), which is located at 350 Keller Parkway, Keller, Texas 76248. University and Host Organization shall be known collectively as "the Parties" and singularly as "a Party" or "the Party."

WHEREAS, University operates educator preparation programs approved by the Texas Education Agency ("TEA") that require students to complete field-based experiences and other supervised educational experiences as part of their preparation for educator certification;

WHEREAS, such educator preparation programs include, but are not limited to, Teacher Certification, Educational Diagnostician Certification, Principal Certification, Superintendent Certification, and School Counseling Certification;

WHEREAS, University desires to provide students enrolled in its educator preparation programs ("Students") with opportunities to complete field-based experiences, clinical teaching, internships, residencies, practicums, and other supervised educational experiences required by applicable educator preparation and certification requirements (collectively, "Experiential Learning Experiences"); and

WHEREAS, Host Organization desires to cooperate with University in providing Students with appropriate Experiential Learning Experiences at locations operated or approved by Host Organization.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

ARTICLE 1 – TERM AND TERMINATION

- (1) This Agreement shall commence on the Effective Date and shall be in effect for five (5) years, unless earlier terminated by either Party.
- (2) Either Party may terminate this Agreement without cause at any time upon sixty (60) days written notice to the other Party.
- (3) In the event that either Party terminates this Agreement, the Parties agree that no termination shall be effective with regard to Students currently participating or enrolled in an ongoing Experiential Learning Experience until such Students are allowed to complete any previously scheduled Experiential Learning Experiences then in progress at Host Organization. In such an event, all applicable provisions of this

Agreement shall remain in force until the end of the Experiential Learning Experience.

- (4) The University may terminate this Agreement effective upon delivery of written notice to the Host Organization, or at such later date as may be stated in the notice, if any license, permit, certificate or accreditation required of Host Organization by law, rule or regulation, or by the terms of this Agreement, is for any reason denied, removed, suspended, or not renewed.

ARTICLE 2 – RESPONSIBILITIES OF UNIVERSITY

University shall:

- (1) Appoint a Program Liaison and timely inform Host Organization of the name, address, email address and phone number of said Program Liaison who will be available to assist Students and Host Organization personnel. The Program Liaison will be responsible for maintaining ongoing contact with Host Organization's designated representative.
- (2) Provide the educational direction of the applicable educator preparation program, as well as the placement and preparation of Students through academic instruction and identification of educational objectives and applicable educator preparation and certification requirements. University shall direct the program in accordance with applicable federal and state law, Texas Education Agency requirements, accreditation standards, and University policies, and shall coordinate with Host Organization to provide Experiential Learning Experiences appropriate to each Student.
- (3) Obtain from Host Organization the name, address, email address and phone number of Host Organization's designated representative and acquaint the designated representative with the objectives, requirements, and expectations applicable to the Student's Experiential Learning Experience.
- (4) Ensure that each Student assigned to Host Organization pursuant to this Agreement is enrolled in the Program with the University.
- (5) Recruit, screen, evaluate, select and assign to Host Organization only Students who have fulfilled all prerequisites for the applicable Experiential Learning Experience and provide Host Organization with information requested by Host Organization about the Student, to the extent not prohibited by the Family Educational Rights and Privacy Act (FERPA), U.S.C. § 1232g; 34 CFR Part 99, or other applicable state or federal law. Host Organization is not authorized to redisclose any FERPA or other protected information.
- (6) If required by Host Organization, University shall notify Students of applicable placement requirements, which may include criminal background checks, fingerprinting, drug testing, orientation, identification, confidentiality requirements, safety training, or other reasonable screening or site requirements. Unless otherwise agreed in writing, University shall not be required to conduct such screening.
- (7) Coordinate with Host Organization to determine the number of Students to be placed, the type and duration of each Experiential Learning Experience, required hours, placement location, and applicable supervision or certification requirements, and assign only the number of Students mutually agreed upon by Host Organization and University.
- (8) Inform Students of their obligation to provide transportation, appropriate supplies, uniforms and health insurance, as applicable.
- (9) Inform Students of their responsibility to adhere to all applicable administrative policies, rules, standards, schedules, and practices of Host Organization and University, and attend orientation as applicable.

- (10) Upon notice and to the extent permitted by law, inform Host Organization of any circumstances concerning a Student that materially affect the Student's eligibility or ability to participate safely and appropriately in the Experiential Learning Experience.
- (11) Upon notice, notify Host Organization of any complaint, claim, investigation, involving a Student, faculty or Host Organization representative or employee that is related to the Experiential Learning Experiences provided under this Agreement, to the extent permitted by law.
- (12) Accept the overall responsibility for the education, evaluation, qualifications, and competency development of each Student and be solely responsible for the determination of a grade representative of the Student's performance in the placement using the evaluation and observation of the Host Organization Liaison as well as other objectives identified by the University.

ARTICLE 3 – RESPONSIBILITIES OF HOST ORGANIZATION

Host Organization shall:

- (1) Designate a qualified Host Organization Liaison who will be available to assist University personnel and Students and maintain ongoing contact with University's designated representative. The Host Organization Liaison or other appropriately qualified personnel will provide or coordinate supervision of Students consistent with applicable educator preparation, certification, and placement requirements.
- (2) Provide appropriate placement sites, personnel, and resources necessary to support Experiential Learning Experiences and provide Students with supervised learning opportunities consistent with agreed-upon learning objectives, skill and competency development, intended learning outcomes, and applicable educator preparation and certification requirements.
- (3) Provide University's Program Liaison (or other designee) and Students, as necessary, with periodic performance information and tender an end-of-semester evaluation for Students.
- (4) Immediately report any unsatisfactory conduct or performance of a Student to the University's Program Liaison.
- (5) Permit designated faculty members the right to visit with Students and Host Organization liaisons/supervisors at Host Organization regarding the progress of Students participating in the Program at Host Organization.
- (6) Provide Students with reasonable access to the facilities, resources, technology, and materials necessary to participate in the Experiential Learning Experience; provide appropriate supervision; and maintain a learning environment reasonably suited to the activities assigned to Students.
- (7) Provide an atmosphere for learning that is supportive and free of discrimination based, on race, color, sex, sexual orientation, gender identity and expression, national origin, disability or age.
- (8) Provide Students with information regarding policies and procedures of Host Organization, and with orientation experiences to ensure that Students will be able to meet the requirement of Host Organization.
- (9) Maintain a reasonably safe environment for Students and inform Students of applicable emergency, safety, security, and incident-reporting procedures.
- (10) Timely notify University in writing of any complaint, claim, investigation, or material concern involving a Student, faculty member, or Host Organization representative or employee that relates to an Experiential

Learning Experience. Host Organization may request the immediate removal of a Student from a placement when the administrator in charge determines that the Student poses a threat to the health, safety, or welfare of Host Organization's students, employees, clients, or other persons, or materially disrupts Host Organization operations. Host Organization has no authority to remove a Student from a University academic or certification program.

- (11) Timely notify University if any approval, authorization, license, permit, accreditation, or other status material to Host Organization's ability to provide the Experiential Learning Experience is revoked, suspended, or placed in jeopardy, so that University may determine whether an alternate placement is necessary.

ARTICLE 4 – RESPONSIBILITIES OF THE PARTIES

The Parties mutually agree that:

- (1) University and Host Organization will work together to coordinate appropriate Experiential Learning Experiences for Students and will provide, as applicable, supervision, observation, evaluation, documentation, and other support necessary to satisfy University and educator preparation requirements.
- (2) University and Host Organization will consult as necessary to ensure that Experiential Learning Experiences are consistent with applicable Texas Education Agency requirements, educator certification standards, University program requirements, and agreed-upon learning objectives.
- (3) University and Host Organization will meet as necessary to discuss issues of mutual concern and to make such suggestions and changes as are needed to achieve the objectives of the program.
- (4) Neither Party's Students nor personnel shall be considered employees, agents, borrowed servants, partners, or joint ventures of the other Party. Nothing herein shall be construed to create a joint venture, partnership, association or like relationship between the parties. Neither Party will assume any liability under any law relating to Workers' Compensation for the other Party's employees or students performing under this Agreement. Students and faculty of University shall not be entitled to any monetary or other remuneration for services performed by them at the Host Organization arising out of their participation under this Agreement, nor will Host Organization or University have a monetary obligation to one another by virtue of this Agreement. Nothing in this Agreement is to be construed as transferring responsibility from one Party to another. Host Organization has the option to support the Experiential Learning Experiences of Student(s) through a financial stipend or other types of subsidies for housing, parking or meal costs. Such support is for the purpose of supporting the Experiential Learning Experience and will not constitute an employer-employee relationship between Host Organization and the Student or Host Organization and the University.
- (5) Host Organization is not responsible for wages, social security taxes, medical insurance, hospitalization insurance, or workers' compensation insurance for Students. In the event a Student should, independent of this Agreement, be employed by Host Organization, this section and the preceding section shall not apply during the hours in which such Student is performing services as an employee of Host Organization.
- (6) In the event of any dispute arising under or relating to this Agreement, the Parties shall make a good faith attempt to resolve such dispute by mediation on such terms as the Parties find acceptable. Each Party shall bear the costs of its own legal fees and expenses.
- (7) If any situation arises that may threaten a Student's successful completion of the placement, the parties will discuss and attempt to reach a mutual agreement with the Student regarding options for completing, rescheduling or cancelling the placement.

- (8) **TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS AND THOSE OF ITS RESPECTIVE OFFICERS, EMPLOYEES, AND AGENTS IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. NEITHER PARTY SHALL BE REQUIRED TO INDEMNIFY, DEFEND, OR HOLD HARMLESS THE OTHER PARTY, AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS CREATING OR EXTENDING ANY LIABILITY OF EITHER PARTY BEYOND THAT PROVIDED BY APPLICABLE LAW. NOTHING IN THIS AGREEMENT CONSTITUTES OR SHALL BE CONSTRUED AS A WAIVER OF ANY SOVEREIGN OR GOVERNMENTAL IMMUNITY, DEFENSE, LIMITATION OF LIABILITY, OR OTHER PROTECTION AVAILABLE TO EITHER PARTY UNDER THE CONSTITUTION OR LAWS OF THE STATE OF TEXAS.**
- (9) There shall be no unlawful discrimination in either the selection of Students for the Program or as to any aspect of their training or educational experience on the basis of race, color, national origin, religion, gender, age, veteran status, gender identity, sexual orientation, political affiliation or disability. In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all Lamar University and Texas State University System Policies and, all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

ARTICLE 5 – GENERAL PROVISIONS

- (1) The Parties agree that this Agreement will be construed by the laws of the State of Texas.
- (2) In the event that legislation is enacted or regulations are promulgated or a decision of a court or administrative tribunal is rendered which affects or may affect the legality of this Agreement or adversely affect the ability of either Party to perform its obligations or receive the benefits intended hereunder, then, within thirty (30) days following notice, each party will negotiate in good faith an amendment to this Agreement which will carry out the original intention of the Parties to the extent possible in light of such legislation, regulation or decision, and each Party will execute such amendment. In the event that the parties cannot reach agreement on the terms and provisions of any such amendment within sixty (60) days following notice provided in this paragraph, this Agreement may be terminated upon not less than thirty (30) days' prior written notice of termination.
- (3) The Parties agree not to use the other Party's name, likeness, images in any advertising, promotional material, press release, publication, public announcement or other media, oral or written, without the written consent of the other Party.
- (4) The terms and conditions of this Agreement may be modified only upon mutual written consent of the Parties at any time.
- (5) Any notice required or permitted under this Agreement shall be considered effective as of the date sent by certified mail, return receipt requested, as follows:

HOST ORGANIZATION:

Keller ISD
350 Keller Parkway
Keller, TX 76248
johjaniana.najera@kellerisd.net

UNIVERSITY:

Cynthia Dean, Director – Contract Services
Lamar University
P.O. Box 10003
Beaumont, TX 77710
Cynthia.dean@lamar.edu

- (6) Neither Party may assign any rights or obligations under this Agreement without prior written consent of the other Party. However, nothing herein prevents any Party from entering into other agreements and affiliations.
- (7) Each Party represents that the execution of this Agreement has been duly authorized.
- (8) If any part of this Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or University or Host Organization policies, that part of this Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonable possible.
- (9) No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any other provision, unless in writing. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- (10) Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
- (11) 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.
- (12) This Agreement shall bind and benefit the respective Parties and their legal successors.
- (13) This Agreement shall constitute the complete understanding of the Parties related to the subject matter contained herein and supersedes all prior agreements, proposals, or understandings, whether written or oral.

IN WITNESS THEREOF, this Agreement, in multiple originals, each of equal force, has been executed on behalf of the Parties hereto as follows:

HOST ORGANIZATION:

LAMAR UNIVERSITY:

Johjania Najera
Chief Human Resources Officer

Dr. Brett C. Welch
Provost and Vice President for Academic Affairs

Note: Modification of This Form Requires Written Approval of the Texas State University System Office of General Counsel