

## **AFFILIATION AGREEMENT**

THIS AGREEMENT, effective as of the 9th day of October, 2024 by and between San Elizario Independent School District with offices at 1050 Chicken Ranch Road, San Elizario, Texas 79849 (hereinafter referred to as the "District") and

**YESHIVA UNIVERSITY** with offices at 500 West 185th Street, New York, New York 10033 (hereinafter referred to as the "University").

### W I T N E S S E T H:

**WHEREAS**, the administrators of the University have established an approved graduate program of professional training for Speech-Language Pathology, which program ("Program") requires practice facilities where students can obtain Speech-Language Pathology learning experiences; and

**WHEREAS**, the District has the needed facilities and professional staff necessary to provide training to the University's Graduate Program in Speech-Language Pathology students (hereinafter referred to as the "Students") to obtain part of the knowledge and skills required for the Speech-Language Pathology profession; and

**WHEREAS**, it is to the benefit of the Students to use these facilities of the District for Speech-Language Pathology services; and

**WHEREAS**, the District will benefit from making facilities available to the Students, by obtaining the Student's Speech-Language Pathology learning experience while contributing to the educational and clinical preparation of a future supply of Speech-Language Pathology professionals.

**NOW, THEREFORE**, the parties agree as follows:

1. The term of this Agreement shall be for a period of one year and shall renew automatically for an additional term of one year ("Initial Term") unless terminated by either party upon 60 days' written notice prior to the anniversary date of the Initial Term. In addition, this Agreement may be terminated without cause upon 60 days' prior written notice during any contract year. Upon mutual written agreement of the Parties, this Agreement may be extended

for three (3) one-year terms.

2. The University agrees:

(a) To provide the District with the number of Students to be assigned (the number to be mutually agreed upon), and the dates and hours they will be assigned by the beginning of each training period.--District

(b) To have a University faculty or staff member coordinate with the designated District administrators regarding the assignment that will be assumed by the Students while participating in their Speech-Language Pathology learning experience, and the Students' attendance at selected conferences, meetings, workshops, courses, and programs conducted under the direction of the District.

(c) To inform the Students to abide by all San Elizario ISD Board Policies , including District Board Policy FL (Series), prohibiting the disclosure of education records, including personally identifiable information ,of a District student unless permitted under applicable state or federal law or Board Policy FL (Series). Board Policy FL (Series) is attached to this Agreement as Exhibit A.

(d) To require each Student to provide the District with evidence of medical and/or hospital insurance coverage.

(e) To maintain in force for the University and its faculty members professional liability insurance with a limit of \$1.0 million per occurrence subject to an aggregate limit of \$3.0 million per policy year and commercial general liability insurance with a limit of \$1.0 million per occurrence subject to an aggregate limit of \$3.0 million per policy year, and to provide proof of such coverage to the District. To require each Student to maintain in force professional liability insurance with a limit of \$1.0 million per occurrence subject to an aggregate limit of \$3.0 million per policy year, and to provide proof of such coverage to the District. Such evidence of insurance shall be provided to the District prior to the Student's first day of assignment.

(f) To inform the Students about the importance of client/student privacy and confidentiality, and to inform the Students that they are to maintain the confidentiality of communications and records with regard to the District's students.

(g) To provide periodic workshops for District personnel involved in supervision of the Students dealing with curriculum issues and the supervising process.

(h) Prior to beginning the learning experience, to inform the Students of any special requirements of the District, including but not limited to, applicable physical examination, test and immunization requirements.

(i) To inform the Students that the District requires all Students who have duties at the District which have potential for occupational exposure to bloodborne pathogens either: (a) to undergo a Hepatitis B vaccination series at their own expense; or (b) to complete an OSHA declination form if they choose not to be vaccinated. Proof of Hepatitis B vaccination or declination shall be furnished to the District by the Students prior to the performance of their rotation at the District.

(j) To inform the Student that the District shall require all Students participating in the Program to submit to a criminal history background check prior to the Student's first day of assignment on a District campus. Costs for such background checks shall be borne by either the Student or the University.

3. The District agrees:

(a) To provide space, facilities, equipment and supplies necessary for carrying out the learning experience to the Students.

(b) To designate the number of Students that will be allowed to participate in the learning experience, and to provide instruction and supervision of the Students by personnel qualified in Speech-Language Pathology who meet the standards of recognized professional accrediting agencies or State agencies and the stated objectives of the University.

(c) To cooperate with the University to arrange learning experience schedules that will not conflict with those of the University or the District.

(d) To designate an administrator to coordinate the Students' Speech-Language Pathology learning experience at the District, and will cooperate with University faculty or staff members for the assignment of Students to specific experiences, including their attendance at selected conferences, meetings, workshops, courses and programs conducted under the direction of the District.

(e) To permit, on reasonable request, the inspection of facilities by agencies charged with the responsibility for accreditation of the University at times that are not disruptive to the District's business operations.

(f) To provide a list of locations where emergency health care is available to the Students (at their own expense) in any instance of injury or illness.

(g) To cooperate with the University to provide reasonable information requested by the University about a Student's learning experience.

(h) To permit or obtain permission from others for the Students to present material in their University classes related to specific District contacts, in all of which presentations the identities of individuals will be redacted. Consistent with District Board Policy FL (Legal) all personally identifiable information relating to a District student shall not be disclosed unless the parent of the District student has provided written consent to do so or unless permitted pursuant to applicable state or federal law or District policy.

(i) To maintain in force for the District and its employees professional liability insurance as approved by the District's Board of Trustees.

(j) To protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and to not release any records or other information of a University Student without written consent of the University Student unless required to do so by law or as dictated by the terms of this Agreement.

4. If at any time the insurance required under this Agreement is cancelled or not renewed, the affected party will notify the other immediately, and all activities hereunder of the Students shall automatically be terminated on the date that the insurance coverage ends.

5. The University and the District agree that at no time will they discriminate against any employee, applicant, or student on the basis of race, color, or national origin, religion, sex, age, disability, or genetic information within the meaning of applicable law.

6. Neither the University nor the District will be obligated to compensate each other for any of the activities, services or facilities provided for in this Agreement.

7. Under this Agreement, the University and the District shall continue to be autonomous and shall be governed independently by their respective governing bodies. Neither party shall be deemed the agent of the other.

8. Neither party shall use the name of the other party without the prior written consent of such party, except that a party may use the name of the other party to inform its students, faculty, staff and patients/clients of the existence and nature of the training program.

9. This Agreement shall be governed and construed, and the rights and obligations of the parties shall be determined, in accordance with the internal laws of the State of Texas , without regard to its conflict of law provisions.

10. Any notices required to be given under this Agreement shall be addressed as follows:

**If to the University:** Yeshiva University  
Graduate Program in Speech-Language Pathology  
500 West 185th Street, BH  
New York, New York 10033  
Attention: Dean

With a copy to: Yeshiva University  
Office of the General Counsel  
500 West 185th Street, BH 1001  
New York, New York 10033  
Attention: General Counsel

If to the District: San Elizario Independent School District  
1050 Chicken Ranch Road San Elizario, Texas 79849  
Attention: Office of the Superintendent

11. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship. This Agreement may be amended only by a written agreement signed by both parties.

12. The District shall have the right at any time to reasonably request the University to immediately remove any Student assigned to the training program at the District whenever, in the sole judgment of the District, such removal from its facility shall serve the best interest of the District or its patients.

Notwithstanding the foregoing, unless the request of the District to remove a Student is based on

patient welfare concerns, the parties agree to discuss the problems involved with the assignment of a particular Student prior to the removal of a Student. Any Student who is withdrawn under the provisions of this Paragraph 12 may return to the training program at the District when and if the cause of the withdrawal is resolved to the satisfaction of the District. Responsibility for Student disciplinary measures, if any, shall be with the University and not the District.

13. This Agreement may be executed in several counterparts, each of which so executed shall be determined an original, and such counterparts shall, together, constitute and be one and the same instrument.

**DISTRICT:** San Elizario ISD

**YESHIVA UNIVERSITY**

By:

By: \_\_\_\_\_

Name: Dr. Jeannie Meza-Chavez

Name: \_\_\_\_\_

Title: Superintendent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_