

## AFFILIATION AGREEMENT FOR CLINICAL TEACHING/PRACTICUM EXPERIENCE

This Affiliation Agreement ("Agreement") is executed by and between Angelo State University, a public institution of higher education located in San Angelo, Texas, on behalf of its College of Education, ("University") and Keller ISD ("Facility"). University and Facility may be referred to herein individually each as a "Party" or collectively as the "Parties."

### Background

- Facility operates an Independent School District organized and existing under the laws of the State of Texas, with its principal address at 350 Keller Pkwy Keller TX 76248;
- University enrolls students in an accredited College of Education which requires practical educators experience under the mentorship of experienced educators as part of the educational process (referred to herein as "Educator Candidates");
- The Parties desire to advance the field of education and aid in meeting the increasing demand for trained educational professionals;
- The Parties agree it is of mutual interest and advantage that the Educator Candidates of the University be given an opportunity at the Facility to participate in educational experiences under this Agreement; and
- It is deemed advisable and in the best interest of the Parties to establish an affiliation for the purpose of carrying out these objectives.

### Agreement

Now therefore, in consideration of the foregoing and in further consideration of the mutual benefits, the Parties agree as follows:

#### Article I Term and Termination

- 1.1 **Initial Term.** The original term of this Agreement begins August 25, 2025 and ending on August 25, 2029.
- 1.2 **Renewal.** Upon expiration of the original term of this Agreement, this Agreement shall be renewed or unless terminated by either Party.
- 1.3 **Termination.** Either Party may terminate this Agreement at any time with or without cause by providing thirty (30) days written notice to the other Party. Teacher Candidates assigned at Facility when termination notice is given shall be permitted to complete their current teaching rotation at University's option.
- 1.4 **Annual Review.** This Agreement must be reviewed and evaluated annually by University and Facility at least two months prior to expiration of the current term of this Agreement for the purpose of mutually

agreed upon revisions which may be deemed advisable or necessary and which will be set forth in a written amendment to this Agreement executed by both Parties.

## **Article 2**

### **Facility Responsibilities**

Facility shall:

- 2.1 **Facility Use.** Allow the use of its facilities for the University's Candidates clinical experience.
- 2.2 **Supervision.** Provide experienced educators to serve as mentors to educator Candidates participating in the program ("Mentor") and provide them with the support and guidance necessary to develop their professional skills in an appropriate setting for the Candidate to be certified.
- 2.3 **Opportunities.** Provide Teacher Candidates with opportunities to observe and assist in professional experience under the supervision of their Mentor.
- 2.4 **Evaluation.** Evaluate the performance of Candidates participating in the program and provide feedback to University regarding their progress.
- 2.5 **Confidentiality.** Make available access to Facility's students and their educational records as appropriate for University faculty and Candidates to participate in the educational experience.
- 2.6 **Review.** Periodically review the educational experience efforts and number of Candidates to participate as mutually agreed by the Parties prior to the beginning of the clinical experience, and participate, if requested by University, in program review and activities directed toward continuing program improvement or improving individual Candidate's performance.
- 2.7 **Administration.** Maintain authority and responsibility for policies, procedures, and administrative guidelines in the operation of the Facility. The Facility will provide for the orientation of University's participating Candidates as to such policies, procedures and administrative guidelines. The Facility agrees to promptly inform the University of any changes in the Facility's policies, procedures, and/or staff that might adversely affect the clinical experiences of the Candidates placed under this Agreement.
- 2.8 **Removal Notice.** Facility agrees that it will give at least five (5) business days prior written notice to University if it desires to remove a Candidate from the clinical assignment, except in an emergency or when immediate removal is necessary for the safety of Facility's students, employees or others. Removal shall not be based on constitutionally impermissible reasons.
- 2.9 **Emergency Care.** Call appropriate medical authorities for emergency medical care for Candidates if needed, at Candidate's expense.
- 2.10 **FERPA Requirements.** To the extent Facility generates or maintains educational records related to the participating Candidates, the Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a

legitimate educational interest in the educational records of the participating Candidates to the extent that access to University's records is required by Facility to carry out the clinical experience. Facility agrees that it will not further disclose personally identifiable information about any Candidate that it receives from University pursuant to this Agreement, unless the Candidate consents in writing to such disclosure or unless Facility can otherwise legally disclose the information under FERPA. In consideration for the personally identifiable information, Facility expressly warrants and represents that it will not use the Candidate information provided by University for any purpose other than to comply with the terms of its Agreement with University unless otherwise required by law.

- 2.11 **Insurance Requirements.** Provide proof that it maintains general liability insurance or is self-insured in an amount that is commercially reasonable for the Facility and activities.

### **Article 3 University Responsibilities**

University Shall:

- 3.1 **Program Responsibility.** Maintain the authority and responsibility for education programs for its Candidates which may be conducted at Facility, including selecting Candidates who meet the criteria for participation in the program and have completed the necessary coursework and training to be eligible for placement in the Facility.
- 3.2 **Faculty Liaison.** Provide a qualified faculty member to serve as a liaison for the Candidate's teaching experience at the Facility.
- 3.3 **Insurance** The school represents and warrants to facility that before participation in any clinical each Candidate has obtained occurrence-based Professional Liability Insurance covering the Candidates participation in the clinical for the entire period.
- 3.4 **Confidentiality.** Inform Candidates of the requirement to comply with applicable Facility policies and procedures, including confidentiality, and that publication or other disclosure by either University Candidates or faculty of any information or material obtained as a result of this clinical experience is prohibited, unless prior written approval is obtained from University and Facility.
- 3.5 **Security.** Prior to working with Facility's students in classrooms, University will inform its Candidates of any requirements to submit to any security screens imposed by Facility, including a fingerprint background check.
- 3.6 **Reporting.** Provide the Facility with the names of Candidates selected for the program and any information requested by Facility related to Candidates participating in the clinical program unless prohibited by federal or state law.
- 3.7 **Removal.** Remove a Candidate from the clinical program, when the Facility determines that the Candidate has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or students.

## Article 4 General Provisions

- 4.1 **Use of Video.** The parties intend to use Candidate clinical competency data (i.e., information about subject-area, pedagogy, impact on formative and summative student achievement) to modify and adjust education programs to better foster graduates' mastery of competencies. Clinical competency data might include the regular and frequent use of video-capture as one mechanism by which improvement of Candidates' instructional practices is achieved. Video-capture of Candidates will not be published without valid consents as required by FERPA or any other applicable privacy law, regulation, or policy. In recognition of the sensitivity of this practice, video of Candidates' instruction will be captured under the Facility's media permission in the following manner:

A. Capture of video. University will:

1. Take precautions and educate Candidates that they should be the focal point of the video; Unless otherwise required, the camera will be positioned in the classroom in such a manner so as to minimize capture of Facility's students' faces, though some incidental exposure is likely; and
2. Direct its Candidates to determine with Mentor the identity of any students that have circumstances forbidding recording – and in such cases every effort will be made where the student or the camera will be positioned in such a way so as to not capture these student(s) in the recording. The Mentor will be responsible for ensuring such students are not included in the video capture, with the understanding that the Mentor has responsibility for ensuring privacy of students.

B. Handling and storage of video capture:

1. University and Facility will only allow authorized individuals to access videos; Access authorization will be established by the University program director with concurrence from the dean. Except for the Mentor, Facility will not be allowed access to video without express permission from University;

C. Use of video for instructional purposes. The video University records is uploaded immediately to a secure site:

1. For purposes of self-observation and self-evaluation of instructional practices;
2. To be used by University faculty members for purposes of observation and evaluation of the Candidates' instructional skill;
3. To be used for purposes of program evaluation;
4. To be used by University researchers to extract data relevant to instructional competencies of Candidates, for the purposes of studying professional skill development and to share findings with the scientific community, contingent on

University Institutional Research Board Human Subjects Committee review and approval; and

D. University, and Facility agree that in no case will images of either Parties' students appear in a public forum for purposes of self, Candidate, or program evaluation, or for research presentation unless the identity of students is completely masked (e.g., blurring of facial or other identifying features).

- 4.2 **Amendment.** This Agreement may be amended in writing to include any provisions that are agreed to by the Parties.
- 4.3 **Governing Law; Venue.** This Agreement and all of the rights and obligations of the Parties and any claims arising from this Agreement will be construed, interpreted, and governed by the laws of the State of Texas. Venue shall be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto as both Parties may have statutory venue requirements.
- 4.4 **Assignment.** Neither this Agreement, nor any rights or obligations of monies due hereunder are assignable or transferable without University's prior written agreement. Facility will not assign or sub-award any portion of the Agreement without University's prior written approval, which will not be unreasonably withheld.
- 4.5 **Severability.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances will remain valid and in full force and effect.
- 4.6 **Independent Contractor.** Nothing in this Agreement is intended nor shall it be construed to create an employer/employee relationship between contracting Parties or the Candidates engaged in the program. The sole interest and responsibility of the Parties is that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. This Agreement does not form a joint venture or partnership, University will not be responsible for the Federal Insurance Contribution Act payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will University furnish any medical or retirement benefits or any paid vacation or sick leave. Facility is responsible for conduct of its business operation. Nothing in this agreement shall waive any party's immunity.

- 4.7 **Notices.** Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Party to this Agreement shall be in writing and will be deemed served when personally delivered to the Party to whom these are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed as follows:

If to University: Angelo State University  
2601 W. Ave N.  
Carr Education-Fine Arts Building  
ASU Station # 10914  
San Angelo, TX 79409

If to Facility:

Attn.: Keller ISD  
Address: 350 Keller Pkwy  
City, State, Zip: Keller TX 76248  
Email: jennifer.love@kellerisd.net

- 4.8 **Entire Agreement; Modifications.** The Agreement supersedes all prior agreements, written or oral, between Facility and University and will constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended, or altered except in writing signed by representatives of University and Facility with valid signature authority.
- 4.9 **E-Signatures.** This Agreement may be executed in two or more counterparts, each of which are deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, have the same effect as physical delivery of the paper document bearing the original signature.
- 4.10 **Costs.** This Agreement is not a commitment of funds and does not create any fiscal obligation on the part of either party. Each party will bear its own costs, risks, and liabilities arising out of its obligations and efforts under this Agreement during the period it is in effect. No party shall have any right for reimbursement, payment, or compensation of any kind for work performed under this Agreement.
- 4.11 **Limitation on Liability.** It is understood and agreed that University will not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to it unless such liability is imposed by Texas law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by University to Facility or to any third party.

- 4.12 **Not Exclusive.** Facility acknowledges and agrees that the Agreement with University is non-exclusive, and University has the right to engage with other facilities for similar or identical scopes of work.
- 4.13 **Force Majeure.** “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.
- 4.14 **Execution of Understanding:** The undersigned is authorized to execute this agreement under the aforementioned terms.

ANGELO STATE UNIVERSITY  
COLLEGE OF EDUCATION

\_\_\_\_\_  
Dr. Scarlet Clouse  
Dean, College of Education

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

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\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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