

AFFILIATION AGREEMENT

THIS AGREEMENT, is entered into by and between STEPHEN F. AUSTIN STATE UNIVERSITY, an institution of higher education of the State of Texas, hereinafter referred to as University, and *Center ISD* hereinafter referred to as Cooperating Agency.

WHEREAS, University, in need of field instruction facilities for the teaching students enrolled in its program in *Field Experience, Internship, Practicum, and Clinical Teaching*, has expressed its interest in using the facilities of the Cooperating Agency.

WHEREAS, Cooperating Agency has field instruction resources appropriate for use in teaching *Field Experience, Internship, Practicum, and Clinical Teaching* to students in the program of the University.

NOW THEREFORE, for and in consideration of the individual and mutual promises of the parties hereinafter set forth, it is agreed as follows:

SECTION I

University agrees to:

1. Be responsible for the educational requirements of the *Perkins College of Education, Educator Preparation Program* program within the field instruction of the Cooperating Agency.
2. Provide qualified faculty to monitor and evaluate the learning situations for student as related to the *Perkins College of Education, Educator Preparation Program* curriculum.
3. Provide qualified faculty to serve as Field Instructor and/or consultant in agencies or programs where a *Perkins College of Education, Educator Preparation Program* field instructor is unavailable.
4. Select University students to be placed at Cooperating Agency who have fulfilled all prerequisites, subject to approval by Cooperating Agency.
5. Establish field instruction hours for students subject to approval by Cooperating Agency.
6. Ensure that students who participate in this program maintain or are afforded insurance coverage in the minimum amounts required by Cooperating Agency.
7. Inform University students and faculty participating in the field instruction that they are required to comply with the rules and regulations of Cooperating Agency while on the premises of Cooperating Agency and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Cooperating Agency.
8. Require students to provide their own transportation, appropriate supplies, and uniforms, as applicable.
9. Be responsible for maintaining the records of students, including time sheet records, proficiency, and evaluation and counseling of students with regard to performance through faculty and the University.

SECTION II

Cooperating Agency agrees to:

1. Provide a qualified Field Instructor with sufficient time to supervise and monitor the student's field instruction and the delivery of client system services. If a *Perkins College of Education, Educator Preparation Program* Field Instructor is unavailable, University faculty is permitted to serve as such or as a consultant.

2. Provide initial and updated information to University on Cooperating Agency policies and procedures, staffing, and organization related to the field instruction, and provide orientation sessions to inform University students and faculty concerning the rules and regulations of Cooperating Agency.
3. Permit the use of Cooperating Agency material in University classroom discussions and assignments, subject to approval of the faculty member and subject to assurances by University to maintain the confidentiality of all Cooperating Agency material in compliance with federal and state laws.
4. Retain responsibility for the delivery of services to its client systems: therefore, the agency reserves the right to refuse the use of resources to any faculty member or student whom it deems is unable to provide a reasonable standard of practice or who violates the policies and procedures of the Cooperating Agency.
5. Comply with applicable state and federal workplace safety laws and regulations. If an University student is exposed to an infectious or environmental hazard or other occupational injury while in Cooperating Agency facilities, Cooperating Agency, upon notice of the incident from the student, shall provide the emergency care as Cooperating Agency provides to its employees. If Cooperating Agency does not have the resources to provide such emergency care, Cooperating Agency shall refer the student to the nearest emergency facility. University shall inform the student that the student will be responsible for any financial charges generated.
6. Allow Cooperating Agency Field Instructor/Representative to participate in the Field Instruction training conducted by the *Perkins College of Education, Educator Preparation Program* Department.
7. Provide designated physical resources for the field instruction student to carry out his/her responsibilities.
8. Provide *30 to 525* hours of field instruction experience for the student, within the dates of which define the semester, on the SFASU academic calendar for *Perkins College of Education, Educator Preparation Program* students, and submit in a timely manner evaluation records and other written material associated with the experience.
9. Be responsible for assisting student with field seminar related assignments.
10. Obtain and maintain all licenses required for Cooperating Agency and ensure that all Cooperating Agency personnel are appropriately licensed.

SECTION III

It is mutually agreed upon that:

1. University and Cooperating Agency will cooperate in this undertaking and will promote their mutual interest in *Field Experience, Internship, Practicum, and Clinical Teaching* education.
2. Cooperating Agency may discontinue placement of a student who is not judged to have requisite skills, attitudes, or previous training for proper provision of assigned tasks to participate in activities at Cooperating Agency, upon communication with University.
3. A yearly joint evaluation of the program will be conducted, and, when appropriate, revise the program to meet University's curriculum requirements and the standards of the accrediting entity.
4. Each party shall provide and maintain open channels of communication relative to the field instruction through designated representatives.
5. The parties shall ensure that educational experience provided is consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or department of University in which the students are enrolled.

6. In compliance with federal and state law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, and/or University policy, University and Cooperating Agency may not discriminate on the basis of race, color, religion, national origin, sex, age, disability, genetic information, citizenship, veteran status, sexual orientation, gender identity, or gender expression in the administration of policies, programs, or activities; admission policies; or other programs or employment.
7. This Agreement does not prevent Cooperating Agency from participating in any other program, nor does this Agreement prevent University from placing University students with other entities.
8. Either University or Cooperating Agency may remove a student enrolled in the field instruction if, in the opinion of either party, the student is not making satisfactory progress in the field instruction. Any student who does not satisfactorily complete the field instruction or any portion thereof may repeat the field instruction at Cooperating Agency only with the written approval of both parties.

SECTION IV

Term of the Agreement:

1. This agreement commences on the date of last signature and continues for five (5) years.
2. Either party may terminate this Agreement upon giving 30 days' prior written notice to the other party, except that this Agreement will remain in effect as to any University student participating in the field instruction at Cooperating Agency as of the effective date of termination for so long as such student remains in the field instruction.

SECTION V

1. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the field instruction, University hereby designates Cooperating Agency as a school official with a legitimate educational interest in the educational records of the students who participate in the field instruction to the extent that access to the records is required by Cooperating Agency. Cooperating Agency agrees to hold student information, including any personally identifiable student information or education records as those terms are defined under federal law, ("Confidential Data") in strict confidence and warrants to University that it will use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Confidential Data from unauthorized use or disclosure in violation of FERPA and not to use or disclose Confidential Data except as permitted or required by this Agreement, as required by law, or as otherwise authorized by University in writing. Cooperating Agency further agrees not to use Confidential Data for any purpose other than the purpose for which the disclosure to Cooperating Agency was made. Cooperating Agency shall continue to maintain the confidentiality and privacy of the Confidential Data after cancellation, expiration or other conclusion of this Agreement. Upon termination, cancellation, expiration or other conclusion of this Agreement, Cooperating Agency shall return all Confidential Data to University or, if return is not feasible, destroy any and all Confidential Data. If Cooperating Agency destroys the information, it shall provide University with a certificate confirming the date of destruction of the data. Cooperating Agency shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Cooperating Agency. Cooperating Agency shall, within one day of discovery, report to University any use or disclosure of confidential information not authorized by this agreement or in writing by University. Following this report, Cooperating Agency will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Cooperating Agency will furnish a confidential written report to University indicating the results of the investigation, what Cooperating Agency has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Cooperating Agency has taken or shall take to prevent future similar unauthorized use or disclosure.

2. This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by an authorized representative of each party.
3. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
4. Each party shall excuse any breach of this Agreement by the other which is proximately caused by government regulation, war, strike, act of God, pandemic or other local, state, or national health emergency, or other similar circumstance normally outside the control of well-managed business, provided that the other party makes diligent efforts to expeditiously remedy the breach.
5. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates.
6. This Agreement does not create a partnership or joint venture between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of either party are not employees of the other and neither party's personnel are entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by the other party to its employees.
7. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of last signature for the term expressed above.

STEPHEN F. AUSTIN STATE UNIVERSITY

COOPERATING AGENCY

Signature

Dr. Lorenzo Smith

Name

Provost/VPAA

Title

Date

Project Administrator

Signature

BRIAN MORRIS

Name

SUPERINTENDENT

Title

4-8-24

Date