

AFFILIATION AGREEMENT BETWEEN

AND

THE UNIVERSITY OF HOUSTON

This Agreement ("Agreement") is made by and between the _____ (the "District") and the University of Houston ("UH"), a public university, organized under the laws of the State of Texas with offices at 3657 Cullen Blvd, Rm 214, Houston, Texas 77024-5023.

WITNESSTH

WHEREAS, there is a need to provide appropriate educational training programs for effective teachers for the District; and

WHEREAS, the Texas Legislature provided for the creation of Student Teacher Centers; and

WHEREAS, the continued education of professionals is the responsibility of both The District and UH and the parties desire to affiliate together in this regard;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, other good and valuable consideration, the parties agree as follows:

1. Student Teacher Center

1.1. The District agrees to serve as a Student Teacher Center for teacher education students from UH.

1.2. All parties agree to conduct the student teaching program in accordance with all the applicable requirements of the Texas Administrative Code (TAC) and all rules and regulations of the Texas Education Agency (TEA).

2. Representations and Services Provided by the University

2.1. UH will provide at least one in-service program each semester for supervisors of student teachers. Sessions will focus on

- Development of increased levels of skill in using sound supervisory techniques

- Introduction of new information about students, teachers, and supervising teachers of the university's teacher education programs and the school's teachers

2.2. Provide guidelines in the form of handbooks and supplementary materials for the District's supervising teachers.

2.3. Provide university supervisors to supervise and assess the student teachers.

3. Obligations of and Facilities to be Provided by the District

3.1. Provide educational sites for student teachers

3.2. Notify supervising teachers that attendance at the UH in-service program is recommended

3.3. Provide at least one representative to serve of the Houston Area Teacher Center Operations Committee and/or Council

4. Selection of Student Teachers and Supervising Teachers

It is understood and agreed by the parties that student teachers, District supervising teachers, and UH supervising teachers will be selected and approved on a non-discriminatory basis.

5. Term of Agreement

The term of the Agreement shall be for the 20__ -20__ to the 20__ -20__ school years. Any provision of the preceding sentence to the contrary notwithstanding, this Agreement may be terminated by either party as provided in the Termination section of the Agreement.

6. Termination

This Agreement may be terminated prior to the expiration of the term hereof as follows:

- a) By mutual written agreement of the parties; or
- b) By either party, with or without cause, upon thirty days prior written notice to the other party.
- c) It is understood by the parties that no payment will be made by the District without prior invoice and appropriate substantiating documentation.

7. Financial Obligation

7.1. The District shall disburse funds only as reflected in this Agreement.

7.2. UH shall pay any and all compensation to university personnel who serve as supervisors for student teachers.

7.3. It is understood by the parties that no payment will be made by the District without prior invoice and appropriate substantiating documentation.

8. Relationship of the Parties

It is understood and agreed that the UH is an independent contractor and neither it nor any employee or agents contracted by it shall be deemed for any purposes to be employees or agents of the District. UH assumes full responsibility for the actions of such personnel while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security) workers' compensation, disability benefits and like requirements and obligations. Likewise, the District assumes full responsibility for its employees.

9. No Waiver of Immunity

Neither the District nor UH waives or relinquishes any immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.

10. Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

11. No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

12. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addresses set out below, or shall have been deposited, duly registered or certified, return receipt

requested, in a United States Post Office addressed to the other party at the following addresses:

To University of Houston
Mark R. Yzaguirre
Associate Vice Chancellor/ Vice
President for Legal Affairs and
Associate General Counsel
University of Houston
Houston, Texas 77204-5010

with a copy to:
Robert McPherson, Ph.D.
Dean
College of Education
3657 Cullen Blvd, Rm 214
University of Houston
Houston, Texas 77024-5023

To _____
District Name

District Address

Any party may designate a different address by giving the other party ten days prior written notice in the manner provided above.

13. No Assignment

No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

14. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provision of the sections of this Agreement.

15. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas applicable to contracts made and wholly performed within such state (without regard to the conflicts or choice of law principles thereof).
The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall

be an appropriate and convenient place of venue, and shall be the sole place of venue, to resolve any dispute with respect to this Agreement.

16. Complete Understanding

This Agreement shall constitute the complete understanding of UH and the District, and may not be modified in any manner without the express written consent of both parties.

17. Triplicate Originals

The Agreement is executed in three (3) copies, each of which shall have the full force and effect of the original Agreement, and each of which shall constitute by one and the same instrument.

IN WITNESS THEREOF, THE DISTRICT and University of Houston have executed this Agreement on this _____ day of _____, 20____.

The University of Houston

District Name

Robert McPherson, Ph.D.
Dean
College of Education

District Superintendent or Designee

Dr. Paula Short
Sr VC/VP, Acad Affairs/Provost

District Superintendent or Designee

Note: Modification of this Form requires approval of OGC