

AGREEMENT OF AFFILIATION

Between
SCHOOL OF EDUCATION
THE CENTER FOR PROFESSIONAL DEVELOPMENT OF TEACHERS
University of Houston – Clear Lake

And

San Jacinto College District
AGENCY

THIS AGREEMENT is entered into by and between the University of Houston – Clear Lake, which is a state-supported institution of higher education established pursuant to sections 111.01 et seq. of the Texas Education Code, and is located at 2700 Bay Area Blvd, Houston, Texas 77058-1098, Center for the Professional Development of Teachers, School of Education (“CPDT-SoE”) and **San Jacinto College District** (“Agency”), to establish an affiliation for the purpose of providing a **Graduate Internship experience and/or Field-Based experience** for students seeking education degrees and/or teaching certifications under the guidelines of the School of Education and the CPDT. The CPDT – SoE and Agency shall be known collectively as “the Parties” and singularly as “a Party” or “the Party.” This agreement supercedes any previous contracts, agreements or representations entered into between the parties.

Article I. *In pursuance thereof, the CPDT-SoE and the Agency jointly agree that:*

1. The purposes of the graduate internships and field-based experience are:
 - a. to provide the student with a meaningful and intensive on-the-job training experience through learning activities that will meet educational and behavioral objectives established by CPDT-SoE;
 - b. to provide designated Agency personnel with opportunities that will enhance the experience and capabilities of the personnel and provide the Agency with the opportunity to contribute to the training of professionals in educational careers;
 - c. to provide the Agency expanded capabilities to provide its services.
2. This agreement shall remain in effect until the end of the University’s academic year, including summer, and shall automatically renew for five (5) additional terms consisting of the University’s academic year, including summer, unless terminated in accordance with applicable provisions of this Agreement.
3. Either party may terminate this affiliation agreement upon giving three months notice in writing to the other party and after provisions have been made for transfer of students.
4. The CPDT-SoE may withdraw students from the placement site when the placement fails to be in the best interest of the student, Agency and/or the CPDT-SoE. There are no requirements that CPDT-SoE place students in the facility during the contract term.
5. On days designated as internship days or field-based experience days, the student will adhere to working hours and service procedures of the Agency. The CPDT-SoE will determine beginning days, holidays and ending dates for the internship and field-based experiences in collaboration with Agency.

Article II. *The CPDT-SoE agrees to:*

1. Seek prior approval from Agency to conduct graduate internships and field-based courses at the Agency’s site (s).

2. Make available to the Agency the academic resources of the University of Houston – Clear Lake, including but not limited to consultation with faculty.
3. Provide a roster of graduate interns and field-based course students
4. Designate and assign an appropriate representative to serve as a supervisor to each graduate intern and/or field-based student. This representative will supervise and assess each intern and/or field-base student in collaboration with Agency and visit the Agency upon request and at least one time during the internship.
5. To the extent permitted by law, protect the Agency and student/client information obtained through the internship and field-based experiences.
6. Bear responsibility for academic administrative elements of the internships and/or field-base experiences.
7. Limit the activities of its staff at the Agency to those functions required to fulfill the terms of this agreement, unless otherwise agreed upon between the Agency and the individual staff member.
8. Select the student(s) who shall be placed at the Agency, subject to the approval of the Agency.
9. Assist the students in their recognition and understanding of the mission of the Agency, as well as in dealing with Agency students, staff, and administrators, regardless of race, ethnic origin, gender, sexual preference, age, religion, or political belief.
10. Remove, upon written request of the Agency and in collaboration with the CPDT-SoE representative any student whose performance is unsatisfactory or whose conduct is unacceptable to the Agency.
11. Pay any and all compensation to university personnel who serve as supervisors to graduate interns and field-base students.

Article III. *The Agency agrees to:*

1. Provide students with information regarding policies and procedures of the Agency and with orientation experiences to educate students about the requirements of the Agency.
2. Allow the use of Agency materials in classroom discussions and assignments, as cleared by the internship/field-base supervisor in such form as to protect student/client identity and confidentiality and to recognize as privileged information relative to specific administrative or personnel problems of the Agency.
3. Provide suitable facilities necessary for accomplishment of the teaching/learning tasks required for in the graduate internships and/or field-base experiences.
4. Provide appropriate instruction and supervision by a qualified Agency representative. This representative is subject to approval by the CPDT-SoE. The responsibility of the representative will be to provide coordination of the internship and field-base instruction and work supervision of the student within the Agency, unless a different plan has been agreed upon by the CPDT-SoE and the Agency.
5. Provide appropriate and ample time for the representative to prepare for and conduct conferences with students; and to consult with the representative of the CPDT-SoE.
6. Accept students for the internship and field-base experiences with the provision that said student may participate in overall Agency programs and activities, as appropriate to their educational objectives.

7. Accept any qualified students without regard to race, ethnic origin, gender, sexual preference, religion, age, or political belief, and provide an atmosphere for learning that is supportive and free of discrimination.
8. Provide opportunities for the student to reinforce learning in accordance with the behavioral objectives relating the internship and field-base experience with the academic requirements identified by the CPDT-SoE.
9. Collaborate with the CPDT-SoE representative for the evaluation and assessment of the progress of the graduate interns.
10. Facilitate withdrawal of the student by the CPDT-SoE when the placement fails to be in the best interest of the student, Agency and/or the CPDT-SoE.

Article IV: General Provisions

1. The Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflicts of laws provision) and venue for purposes of claims, or litigation shall be Houston, Harris County, Texas.
2. The terms and conditions of this Agreement may be modified upon mutual written consent of the Parties at any time.
3. This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date.
4. 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:

AGENCY:

San Jacinto College District
1375 Beamer
Houston, TX 77089

With a copy to:

CENTER:

Provost
 University of Houston – Clear Lake
 2700 Bay Area Blvd
 Houston, TX 77058

with a copy to:
 Dean of School of Education
 University of Houston-Clear Lake
 2700 Bay Area Blvd
 Houston, TX 77058

with a copy to:
 CPDT-SoE Director
 University of Houston-Clear Lake
 2700 Bay Area Blvd
 Houston, TX 77058

With a copy to:

 Business Coordinator
 School of Education
 University of Houston-Clear Lake
 2700 Bay Area Blvd
 Houston, TX 77058

5. Neither CPDT-SoE, students, nor any CPDT-SoE personnel, including faculty shall be considered employees, agents, borrowed servants, partners, or joint witnesses of Agency.
6. Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party.
7. Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind the Party on behalf of which/whom he/she signs, to the terms of this Agreement.
8. If any part of the Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or CPDT-SoE or AGENCY policies, that part of the 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 the Agreement shall be fully effective and operative insofar as reasonably possible.
9. A waiver by either Party of the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
10. This is the entire Agreement between the Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple counterparts. The effective date of this agreement will be the date of the last signature below.

NAME OF AGENCY:

UNIVERSITY HOUSTON-CLEAR LAKE

San Jacinto College District

By: Merritt Ostingem 7-20-05
CPDT-SoE Director Date

By: [Signature]
Signature Date
Agency Superintendent/Executive Director

By: [Signature] 7/21/05
Dean of School Education Date

Circle One: SSN or Tax ID

By: [Signature] 7-21-05
SoE Business Coordinator Date
Cost Center & Account Code _____

Address: 1375 Beamer
Houston, TX 77089

By: [Signature] 7-22-05
Provost Date
University of Houston-Clear Lake

[Effective August 30, 1999, H.B. 826 requires that each contract entered into by the University of Houston System and its component institutions for goods or services, or for a building or construction contract under section 2166.001 of the Government Code, include a provision developed with the Attorney General's assistance, stating that the parties will use the dispute resolution process provided for in chapter 2260 to attempt to resolve disputes arising thereunder.

The following provision has been approved by the Attorney General for use by parties to contracts covered by the H.B. 826 until appropriate clauses can be drafted.]

APPROVED AS TO FORM BY:

[Signature] 7/18/05

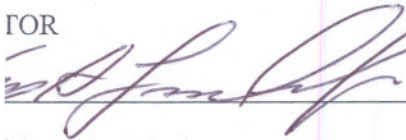
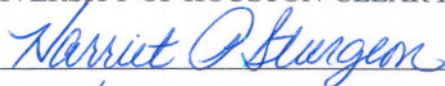
**OFFICE OF THE GENERAL COUNSEL
UNIVERSITY OF HOUSTON SYSTEM**

**UNIVERSITY OF HOUSTON SYSTEM
ALTERNATIVE DISPUTE RESOLUTION CLAUSE**

resolution process provided for in chapter 2260 of the Texas Government Code is used by the University of Houston System and Contractor to attempt to resolve disputes arising under this contract.

BY:

FOR UNIVERSITY OF HOUSTON-CLEAR LAKE

 By: 

Liam H. Lindemann, Jr. Name: HARRIET P. STURGEON

Deputy Vice Chancellor Title: CPDT SoE DIRECTOR

0-05 Date: 7-20-05

Re: OGC-S-99-24:
to be used as a Standard Agreement
by the University of Houston System Office of the
General Counsel 8/5/99

in accordance with all UH System agreements for goods and services except (1) agreements between UH System and a contracting party who is an employee of a unit of state government or (2) agreements between a UH System institution and a student at an institution of higher education. Any other changes to this form require approval from the UH System Office of General Counsel]

General Counsel

4 Approved 8/5/99