

PRACTICUM AFFILIATION AGREEMENT

THIS PRACTICUM AFFILIATION AGREEMENT ("Agreement") is made and entered into as of November 15, 2022 ("Effective Date") between The University of Texas at Arlington ("University"), which is a state institution of higher education established pursuant to sections 61.003 et seq. of the Texas Education Code, and El Paso Independent School District ("District"). University and District each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation and working arrangements in furtherance thereof to provide high-quality learning experiences for University practicum candidates.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Responsibilities of University.

1.1. **Practicum Preparation.** The University will use reasonable efforts to select and prepare candidates for participation in the practicum. The term "candidate" refers to a UTA student. Referring to an individual as a candidate in this document does not imply they are certification/state-licensure seeking.

1.2. **Education Responsibility.** The University will retain general responsibility for the education and good standing of its candidates. The University will maintain applicable academic accreditation(s) during the term. If requested by the District, the University will provide credentials and contact information of faculty associated with the practicum.

1.3. **Confidentiality.** The University will advise all candidates assigned to the District that the candidate is required by the District to follow all District rules and regulations regarding the confidentiality of District's student records and/or information, including confidentiality duties associated with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The University will also advise all candidates that District requires these confidentiality obligations to be ongoing.

1.4. **Compliance.** The University will advise candidates they are required to comply with District dress codes, rules, regulations, procedures, policies, and applicable law.

1.5. **Performance Evaluations.** The University will provide training materials to the District's staff with respect to the performance evaluation of the candidates at the District.

1.6. **Insurance.** University, as a Texas state agency, has not acquired Employer's Liability or Comprehensive General or Public Liability Insurance, but represents it has sufficient resources to self-insure for all claims for which it may be responsible under the Texas Tort Claims Act for property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of an employee acting within the scope of employment. District acknowledges that candidates are not employees of the University.

2. Responsibilities of District.

2.1. **Learning Environment.** The District has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so sound educational experiences may occur for participating candidates. The District will provide candidates with access to appropriate resources for candidate education including: a) access to students at the District in an appropriately supervised environment, in which the candidate may complete the University's curriculum; b) candidates security badges or other required security access to student areas; c) access and required training for candidates in the proper use of electronic or hard copy records, as applicable; d) computer access; and e) as applicable, some storage space for candidate's personal items when at the District.

2.2. **Responsible for Students.** The District will retain full responsibility for its students and will maintain administrative and professional supervision of candidates insofar as their presence and practicum assignments affect the operation of the District and its responsibility for students. This responsibility of the District for students should not diminish or preclude opportunities for candidates to undertake duties with students under appropriate supervision.

2.3. **Performance Evaluations.** The District will assist the University in the evaluation of the learning and performance of participating candidates by completing and returning in a timely fashion University-provided evaluation forms.

2.4. **Orientation.** The District will provide orientation for candidates as to the District's rules, regulations, procedures, and policies along with any other of District's expectations for the participating candidates.

2.5. **Supervision.** The District will provide qualified and competent staff members in adequate number for the instruction and supervision of candidates participating in the practicum.

2.6. **Emergency Care.** In the event a candidate is exposed to an infectious or environmental hazard or other occupational injury while at the District, the District will (a) notify the University of such an event and (b) provide such emergency care as is available and feasible. In the event the District does not have the resources to provide such emergency care, District will refer such candidates to the nearest emergency facility. The candidate will be responsible for any charges incurred for their care. The Parties will observe applicable Centers for Disease Control and Prevention guidelines to protect against contagions.

2.7. **Student Records.** Each Party, its employees, agents, and representatives shall maintain in confidence student and/or candidate files and personal information and limit access only to their employees or agents with a need to know. The Parties agree to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the extent as such laws and regulations apply to each Party. For the purposes of this Agreement, pursuant to FERPA, each Party is a school official with a legitimate educational interest in the educational records of the candidate(s) and District students who participate in or are affected by the practicum to the extent that access to the records is required to carry out the practicum and perform under the Agreement.

2.8. **Liability Insurance.** If requested by the University, the District will provide proof that it is self-insured and/or maintains liability insurance in commercially reasonable amounts.

2.9. **Claims.** The District will provide written notification to the University promptly if a claim arises involving a candidate.

2.10. **Incidents.** The District will resolve any situation in favor of its students' welfare. When an incident or problem occurs involving an candidate, the District may restrict or

remove such candidate from the situation. The District will notify the University's representative if such an action is required.

2.11. Atmosphere. Provide an atmosphere for learning that is supportive and free of discrimination based on race, ethnicity, religion, gender, disability, or sexual preference.

2.12. Site Supervisor. Provide a site supervisor who will assign each candidate administrative tasks and provide leadership guidance, assistance, and support to the candidate for the day-to-day elements of administrative responsibilities throughout the duration of the program. The site supervisor will communicate about the candidate's progress with the candidate's assigned University field supervisor. District must verify that the assigned site supervisor meets the following qualifications for a site supervisor for any candidate seeking Texas Principal Certification.

2.12.1. The site supervisor must: (1) have at least three years of experience as a principal or assistant principal; (2) be collaboratively assigned by the district administrator and the program; (3) be currently certified as a principal; (4) have completed training provided by the program, including training in how to coach and mentor candidates, within three weeks of being assigned to a practicum candidate; (5) be an accomplished educator as shown by student learning; (6) guide, assist, and support the candidate during the practicum; and (7) report the candidate's progress to the candidate's field supervisor.

2.13. Permission. District will grant the candidate any required permissions to conduct the practicum at the District and/or a specific campus within the District and to record practicum activities to allow for video observation. Before video recording adults, candidates must gain consent of the adults. District will provide information to candidates pertaining to video recording adults. Candidates are not permitted to capture the likeness of PK12 students in videos.

3. Mutual Responsibilities.

3.1. Collaboration. The Parties will work together to maintain a high quality educational environment where student/patient care is paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the practicum

University-Office of Educational Field
Experiences
Name: Brenda Harris
Phone Number: (817) 272-2591
Email: brenda.harris@uta.edu

District - Human Resources
Name: Christopher Smith
Phone Number: (915) 230-2032
Email: cdsmith@episd.org

The coordinator may be changed from time to time as needed by providing the other Party with written notice of the change. Both the University's coordinator and the site supervisor will be chosen by collaboration between the Parties.

3.2. Background Checks, Immunizations, and Other Requirements. The District shall notify the candidate of required criminal background checks, immunizations, drug tests, or any other requirements (i.e. CPR training, fingerprints, food handler permit, physical exam, etc.). For criminal background checks and drug screens, the District shall instruct the candidates to

obtain from an independent agency such background check and drug screen and arrange for the results to be provided directly to the District. Unless provided by the District, the costs associated with any such requirement will be paid by the candidate.

3.3. **Candidate Removal.** The District may request the removal of any candidate who the District determines is not performing in accordance with its applicable administrative and student care/service policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why District desires to have the candidate removed. University will follow its established procedures regarding student discipline for a candidate requested to be removed by the District. However, District may immediately remove from its premises any candidate who poses an immediate threat or danger to personnel or to the quality of services, or for unprofessional behavior. The District will notify the appropriate office of the University if such an action is required. The University may terminate a candidate's participation when, in its sole discretion, further participation by the candidate would no longer be appropriate. The University will notify the District if such action is required.

3.4. **Expenses.** No payments are expected to be made between the Parties or to the candidates. Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party or person incurring the cost, except when otherwise prearranged in writing or stated in this Agreement.

3.5. **Non-Discrimination.** Neither Party will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

3.6. **Compliance with the Law.** The Parties shall comply with all applicable federal, state, and local laws, including FERPA and HIPAA, and rules and regulations promulgated thereunder or by the District.

4. **Term and Termination.** This Agreement will commence on the Effective Date and will continue for Five (5) year(s) or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than Thirty (30) days prior written notice to the other Party. Should notice of termination be given under this Section, candidates in good standing and scheduled with District prior to the termination date will be permitted to complete any previously scheduled practicum at District.

5. **Employment Disclaimer.** Participation in the practicum will not afford candidates not employed by the district status as employees or agents of the District for any purpose. The Parties agree that candidates will not be entitled to receive any additional compensation or employment benefits from District, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. District will not be required to purchase any form of insurance for the benefit or protection of any candidate of the University. The Parties agree that, only as applicable for purposes of HIPAA compliance, if a candidate has access to protected health information at the District, then such candidate shall be considered a member of the District's "workforce" as that term is defined by 45 CFR 160.103. To the extent some candidates may already be District employees, independent of their placement under this Agreement, then in that instance, this paragraph/Agreement would not change their employee status and benefits with District.

6. Candidates. The candidates not employed by the District are not District employees, will not replace District personnel, and will not perform any unsupervised service. District and its staff will provide supervision of candidates as is reasonable and appropriate under the circumstances, including the candidate's level of training/experience/ability. All services rendered by candidates should have educational value, meet the goals of the practicum program, and not diminish/disrupt District services or operations. Candidates shall have no expectation of additional compensation from or future employment with the District. As stated above, the Parties understand some candidates may already be District employees, independent of their placement under this Agreement.

7. Liability. To the extent allowed by the Constitution and laws of the State of Texas, each Party shall be responsible for its own acts and omissions and liable only to the extent any claims, liabilities, injuries, death, damages, suits, demands and expenses of any kind, result from and are legally attributable to malfeasance or negligence by such Party, its employees, or agents, in performance under this Agreement. Neither Party shall be liable for any special, indirect, incidental, consequential, liquidated, or punitive damages of any kind in connection with this Agreement, even if the Party is advised of the potential for such damages.

8. Miscellaneous.

8.1. Choice of Law and Venue. The Agreement will be governed by the laws of the State of Texas, without regard to conflicts of laws principles.

8.2. Public Records. Both Parties are governmental entities subject to their respective open or public records laws, such that certain records in the possession or control of either Party, including without limitation, the Agreement (but not including proprietary software or materials to which access is limited by copyright or patent laws), may be subject to public disclosure; and the Parties' confidentiality obligations shall be subject to compliance with such laws, as applicable. Notwithstanding any provision to the contrary in the Agreement, District or University may disclose any information or record to the extent required by applicable law, and to their employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

8.3. Indemnity and Immunity. The Parties agree that, except as provided herein, no Party shall have the right to seek indemnification or contribution from the other Party for any loss, cost, expense, or damage, directly or indirectly arising, in whole or in part, from this Agreement. Each Party reserves, and does not waive, its rights of governmental immunity and similar rights, immunities and rights of its officials and employees under the Texas or applicable Tort Claims Act, to the extent applicable.

8.4. Notice. Any payment, notice, or other communication required or permitted to be given to either Party hereto shall be in writing and shall be deemed to have been properly given and effective on the date of delivery if delivered in person during recipient's normal business hours or if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party):

University-
Name: Director, Office of Educational Field
Experiences
Address: Box 19026,
503 West 3rd Street, Ste. 509
Arlington, TX 76019

District -
El Paso Independent School District
Superintendent
1014 N. Stanton Street
El Paso, Texas 79902

8.5. Assignment. Neither Party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

8.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

8.7. Amendment. Any amendment of this Agreement shall take effect only after it is signed by the Parties. The amendment duly executed by both Parties shall be part of this Agreement and have the same legal effect as this Agreement. District's Board of Trustees authorizes its Superintendent to sign any amendment that does not affect the approved budget.

8.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

8.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

8.10. Survival. A Party shall remain obligated to the other Party under all provisions of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly executed on their behalf by an authorized representative as of the Effective Date set forth above.

UNIVERSITY
The University of Texas at Arlington
By: AS1
Printed Name: Amber Smallwood, Ph.D.
Title: Asst. Vice Provost
Date: 10/31/2022

DISTRICT
El Paso Independent School District
By: _____
Printed Name: Diana Sayavedra
Title: Superintendent
Date: _____

APPROVED AS TO FORM BY



KATHARINE ADAMS
ASSOCIATE UNIVERSITY ATTORNEY
UNIVERSITY OF TEXAS AT ARLINGTON

Approved as to form: 

Jeanne C. Collins, General Counsel

Signed: Wednesday, October 26, 2022