



Education Affiliation Agreement

This Agreement is entered into and is effective as of ("the Effective Date"), by and between the Lone Star College System, ("LSCS") which is a state-supported institution of higher education established pursuant to sections 61.003 et seq. of the Texas Education Code, and _____, ("Facility") which is located at _____.

LSCS and Facility shall be known collectively as "the Parties" and singularly as "a Party" or "the Party."

Whereas, the Parties seek to provide educational experiences for an agreed upon number of students enrolled in programs of the _____ ("Department") at the LSCS; ("Students"); and

Now therefore, the parties agree as follows:

ARTICLE 1 - RESPONSIBILITIES OF LSCS

LSCS shall fulfill the following terms, obligations, and covenants:

1. Provide information and assistance to Facility to implement a program of educational experiences, ("Program") suitable to each Student, including Students with disabilities;
2. Inform Facility as soon as possible of the name and arrival dates of students and the name, address, and telephone number of the Program Director (and any LSCS designated liaisons) who will be available to assist the Facility personnel and Students of the Program and who will be responsible to maintain on-going contact with Facility's designated representative;
3. Assign to Facility only Students who have fulfilled prerequisites for the educational experience;
4. Inform Students and faculty members of the necessity to comply with Facility's policies and procedures.

ARTICLE 2 - RESPONSIBILITIES OF FACILITY

Facility shall fulfill the following terms, obligations, and covenants:

1. Provide supervised learning experiences providing students the opportunity to observe facility programs to cover learning objectives, skill development areas, learning experiences, and intended learning outcomes;
2. Cooperate with LSCS regarding any performance appraisals, student progress, and other functions of the Program.
3. Provide an atmosphere for learning that is supportive and free of discrimination based on race, ethnicity, religion, gender, disability, or sexual preference;
4. Provide Students with information regarding policies and procedures of Facility, and with orientation experiences to ensure that Students will be able to meet the requirements of Facility.

ARTICLE 3 - RESPONSIBILITIES OF PARTIES

- 1 The Parties mutually agree to fulfill the following terms, obligations, and covenants:
2. Under this Agreement, LSCS, Students, and any LSCS personnel, including faculty, shall not be considered employees, agents, borrowed servants, partners or joint venturers of Facility;

- 3. Facility is not responsible for wages, social security taxes, medical insurance, or workers' compensation insurance for Students. In the event a Student should, independent of the Agreement, be employed by Facility, this section and Article 3 section 1 shall not apply to the employed student during the hours in which such Student is performing services as an employee of Facility;
- 4. Nothing in this Agreement is to be construed as transferring responsibility from one Party to another;
- 5. Without limitation of any provision set forth in this Agreement, the Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations;
- 6. Facility shall have the right to refuse to allow Students who are not judged to have requisite skills, attitudes, or previous training for proper provision of assigned tasks to participate in activities at Facility;
- 7. To the extent permitted by the constitution and laws of the State of Texas and without waiver of sovereign immunity or any other defense to which LSCS is or may be entitled to assert, each party shall indemnify and hold harmless the other party from and against any claims, costs, including reasonable attorneys' fees, liabilities, or causes of action arising out of the parties negligent acts or omissions. Neither Party hereto shall be obligated to indemnify the other for such other Party's own negligence. This indemnification provision shall survive termination of this Agreement.

ARTICLE 4 - TERM AND TERMINATION

- I. This Agreement shall remain in effect until the end of the LSCS's academic year, including summer, and shall automatically renew for additional terms consisting of the LSCS's academic year, including summer, unless sooner terminated in accordance with applicable provisions of this Agreement.
- 2. Notwithstanding any other provision of this Agreement, either Party shall have the right to terminate this Agreement after thirty (30) calendar days' written notice is given to the other Party. If either Party exercises this option, the Parties agree to make reasonable efforts so that Students already in training at Facility will be allowed to complete their stipulated courses of study.
- 3. Facility shall further have the right to demand immediate removal of any student from its premises, upon a determination by the administrator in charge that the Student poses a threat to the safety of Facility's students, parents, clients, or personnel or to the orderly business functioning of Facility.

ARTICLE 5 - GENERAL PROVISIONS

- 1. The Parties agree that this Agreement will be construed by the laws of the State of Texas, (exclusive of its conflict 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. 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:

LSCS:

FACILITY:

with a copy to:

with a copy to:

4. Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party.
5. 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.
6. If any part of this Agreement is determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or LSCS or Facility policies that part of the agreement shall be reformed, if reasonably possible to comply with applicable law, statute or regulations and in any event, the remaining parts of the agreement shall be fully effective and operative in so far as reasonably possible.
7. 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.
8. This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third party beneficiary status or rights in any third party and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
9. 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.

LSCS:

FACILITY:

Signature _____ Date _____
Name: _____
Title: _____

Signature _____ Date _____
Name: _____
Title: _____

Signature _____ Date _____
Name: _____
Title: _____

Signature _____ Date _____
Name: _____
Title: _____

Note: Modification of this Form requires approval of OGC