AGREEMENT BETWEEN
HOUSTON INDEPENDENT SCHOOL DISTRICT
AND
TEXAS SOUTHERN UNIVERSITY TEACHER EDUCATION CENTER

This Agreement ("Agreement") is made by and between the Houston Independent School District ("HISD") with offices at 4400 West 18th Street, Houston, Texas 77092, and Texas Southern University ("TSU"), a public university, organized under the laws of the state of Texas with offices at 3100 Cleburne, Houston, Texas 77004.

WITNESSETH

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

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

WHEREAS, the continued education of professionals is the responsibility of both HISD and TSU;

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

1. Preservice Teacher Center

1.1 HISD agrees to serve as a Preservice Teacher Center for the teacher education students from TSU.

1.2 Both parties agree to conduct the preservice teacher program in accordance with the applicable requirements of the Texas Education Code and all rules and regulations of the Texas Education Agency.

2. Representations and Service Provided by TSU

2.1 TSU will provide at least one orientation program each semester for supervisors of preservice teachers. Sessions will focus on:

- Development of increased levels of skills 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 resources.

2.2 Provide guidelines in the form of handbooks and supplementary materials for HISD supervising teachers.

2.3 Provide university supervisors to supervise and assess the preservice teachers.
3. **Obligations of and Facilities to be Provided by HISD**

3.1 Provide educational sites for preservice teachers.

3.2 Provide at least one representative to serve on the TSU Teacher Education Center Advisory Board.

4. **Selection of Preservice Teachers and Supervising Teachers**

   It is understood and agreed by the parties that preservice teachers, HISD supervising teachers, and TSU supervising teachers will be selected and approved on a non-discriminatory basis.

5. **Term of Agreement**

   The term of this agreement shall be for the HISD Fall of 2012 to Spring – 2017 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 agreement of both parties

   (b) By either party, with or without cause, upon thirty days prior written notice to the other party.

7. **Relationship of the Parties**

   It is understood and agreed that TSU is an independent employer and neither it nor any employee or agents contracted by it shall be deemed for any purposes to be employees or agents of HISD. TSU 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 income taxes and social security), workers’ compensation, disability benefits and like requirements and obligations. Likewise, HISD assumes full responsibility for its employees.

9. **No Waiver of Immunity**

   Neither HISD nor TSU 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 performances 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 by 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 a 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 addressees 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 TSU:

Dr. Roscette Holmes  
Director of Field Experiences & Clinical Practice  
College of Education  
Texas Southern University  
3100 Cleburne  
Houston, Texas 77004

With a copy to  
Dr. Lillian Poats  
Dean  
College of Education  
Texas Southern University  
3100 Cleburne  
Houston, Texas 77004

To: Houston Independent School District  
Attn: Dr. Terry Grier  
Superintendent of Schools  
4400 West 18th Street  
Houston, Texas 77092

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 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 provisions 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 TSU and HISD, 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 will have the full force and effect of the original Agreement, and each of which shall constitute but one of the same instrument.

   **IN WITNESS THEREOF,** HISD and Texas Southern University have executed this Agreement on this ________ day of ______________, 2012.

   **Texas Southern University**

   Dr. Lillian Poats  
   Dean  
   College of Education  

   Dr. Roscette Holmes  
   Director  
   Field Experiences & Clinical Practice  
   College of Education

   **Approved as to Form**  
   General Counsel  
   Dr. Sunny Ohia  
   Provost/Vice President for Academic Affairs  

   **Houston Independent School District**

   Michael L. Lunceford, President  
   Board Of Education  

   Rhonda Skilern-Jones, Secretary  
   Board of Education

   Dr. Terry Grier  
   Superintendent of Schools

   **General Counsel**  
   Ann Pest  
   Chief of Human Resources

   **7/3/12**