

Candidate/Clinical Placement AGREEMENT  
BETWEEN THE Crystal City INDEPENDENT SCHOOL  
DISTRICT AND

~~Sul Ross State University~~

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This Agreement is entered into this of 11th day of August, 2025 by Crystal City INDEPENDENT SCHOOL DISTRICT, 613 W. Zavala St.

Crystal City, TX 78839, a public school district organized, and existing under the laws of the State of Texas, hereinafter called "DISTRICT" and Sul Ross State University hereinafter referred to as "Institution." In consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE I  
TERM OF AGREEMENT

1. This Agreement shall commence on August 11, 2025, and terminate on August 11, 2027, or prior to that date should either party give written notice of termination in accordance with Article I, Section 2 herein.

2. Either party may terminate this agreement for any reason by giving the other party at least thirty (30) days written notice.

In the event this candidate placement agreement is terminated prior to the termination date, the parties agree to allow candidates who have already been placed at a DISTRICT school under the supervision of an INSTITUTION candidate supervisor, and who are performing to the District's satisfaction, to complete the semester in which they have been placed.

ARTICLE II  
DISTRICT'S RESPONSIBILITIES

1. The DISTRICT will assign the student to an appropriate cooperating teacher. The cooperating teacher must hold valid credentials within his or her field, at least three years' experience in the field of study, satisfactory performance evaluation, excellent communication skills, and a willingness to serve and provide assistance to the candidate.

2. The DISTRICT will provide candidates with all necessary equipment, except as discussed in Article IV, Section 7 below,

3. The DISTRICT will provide the student Intern's supervisor at the INSTITUTION Information regarding the candidate's performance as requested.

4. If the candidate's performance is unsatisfactory to the District, the DISTRICT will contact the supervisor at the INSTITUTION immediately and will work with the INSTITUTION and the candidate to develop a program to improve performance. If performance does not improve, the DISTRICT may ask the INSTITUTION to remove the candidate from the program.

5. The DISTRICT will send a copy of the candidate's formal appraisal instrument to the INSTITUTION. The INSTITUTION will obtain the necessary written consent from the candidate for this disclosure.

### ARTICLE III INSTITUTION'S RESPONSIBILITIES

1. The INSTITUTION will cooperate with the DISTRICT in selecting qualified candidates for this program. Potential candidates will be carefully screened by the INSTITUTION prior to placement in accordance with the policies and procedures of the INSTITUTION'S program.

2. The INSTITUTION will initiate a criminal record check by directing the candidate to complete the DISTRICT's online candidate application for processing. The DISTRICT reserves the absolute right to reject any candidate based on criminal history, or if required by applicable DISTRICT policy, practice, Texas or other applicable law, related to fingerprinting.

3. The INSTITUTION will appoint a supervisor to monitor the candidate's progress during the clinical placement at the DISTRICT.

4. The INSTITUTION will require candidates to follow all DISTRICT policies and procedures. Failure to follow the DISTRICT'S policies and procedures can result in a request to the INSTITUTION to remove the candidate from the program.

5. The INSTITUTION shall be responsible for providing any parental consent forms necessary in the event that video and/or audio recording of lessons provided by the candidates/teachers are necessary for the program. The INSTITUTION shall provide the DISTRICT with an advance copy of the parental consent form for review to ensure all DISTRICT needs are met. The INSTITUTION shall work with the DISTRICT'S administration to distribute the forms to parents and guardians for consideration.

6. INSTITUTION's candidates and supervisors will not access student records unless they have a legitimate educational purpose as defined under FERPA (*Student records shall not be released to anyone other than the parent/guardian or someone designated by the parent/guardian. Student records include, but are not limited to, grades, projects, reports, personal information, medical information and even directory information.*)

7. The INSTITUTION will maintain all education records on its candidates to include assessments.

### ARTICLE IV GENERAL PROVISIONS

1. The candidates made the subject of this agreement will perform their duties and activities as part of their instruction in the INSTITUTION.

2. All tuition and fees required by the program are the responsibility of the individual candidate, not the DISTRICT.

3. No compensation or payment of any kind is due such candidate by the DISTRICT.
4. The DISTRICT employee will not be compensated for cooperating teachers who are mentoring the candidate(s) in a clinical placement.
5. The teaching of DISTRICT students is ultimately the responsibility of the DISTRICT and its staff will direct or supervise all aspects of its students' education.
6. The DISTRICT reserves the right not to accept a candidate provided the decision is not based on race, sex, national origin, disability, age, religion, or any other basis protected by law.
7. INSTITUTION shall be solely responsible for providing reasonable accommodations to candidates under the Americans with Disabilities Act ("ADA") so that candidates are able to perform the essential functions of INSTITUTION's programming related to clinical placements. DISTRICT shall be responsible for ensuring that DISTRICT facilities meet applicable standards for accessible design.

ARTICLE V  
RELATIONSHIP OF THE PARTIES

1. It is understood and agreed that the INSTITUTION is an independent employer and none of its employees or agents shall be deemed for any purposes to be employees or agents of DISTRICT.
2. There is no employer-employee relationship between the DISTRICT and the candidates, although the DISTRICT reserves the right to request removal of a candidate in a clinical placement in accordance with Article II, Sections 4-5 and Article III, Sections 2 & 4 in this Agreement.

ARTICLE VI  
INDEMNITY/NO WAIVER OF IMMUNITY

To the extent permitted by Texas law, the parties agree to indemnify and hold harmless one another, its trustees, employees and agents from any and all claims for monetary damages that result from the misconduct or negligence of either party or its employees, agents or representatives.

ARTICLE VII  
AUTHORIZATION OF AGREEMENT

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

ARTICLE VIII  
NO ASSIGNMENT

~~No assignment of this Candidate Placement Agreement or of any duty or obligation of~~  
Revised August 2025

performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

**ARTICLE IX**  
**ENTIRE AGREEMENT**

This Agreement supersedes all previous oral and written agreements and constitutes the entire agreement related to the subject contained herein between the DISTRICT and the INSTITUTION, and may only be amended by mutual written consent of both parties.

**ARTICLE X**  
**GOVERNING LAW/LEGAL CONSTRUCTION**

The laws of the State of Texas shall govern the validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such provisions had never been contained in the Agreement.

**ARTICLE XI**  
**NONDISCRIMINATION**

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

**INSTITUTION:**  
Stall Ross State University

Crystal City INDEPENDENT  
SCHOOL DISTRICT

**By:**

**Title:** Dean, College of Education

**Date:**

8/11/25

**Date:**

