



Educational Experience Agreement

This Educational Experience Agreement (the “Agreement”) is entered into between Texas Woman’s University (“TWU”), an institution of higher learning located in the State of Texas and the City of Denton Parks and Recreation Department at the **Denton Senior Center** (the “Host”) located in the State of Texas.

1. PURPOSE.

1.1 This Agreement applies to TWU’s Student placement programs, which include: internships, fellowships, field placements, fieldwork experiences, practicums, capstones, and cooperative education (co-op) programs (collectively the “Educational Experience”).

1.2 TWU provides academic courses to Students and periodically desires to provide Students in such courses with a hands-on Educational Experience, by utilizing resources, staff, facilities, patrons and personnel of the Host. This Agreement provides the parameters for the Educational Experience between TWU and the Host.

2. GENERAL CONSIDERATIONS.

2.1 Governing Law: This agreement and all of the rights and obligations of the Parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to any choice of law rules which would refer the matter to the laws of another jurisdiction.

2.2 This Agreement is effective upon execution by both Parties and will be in effect for: **one (1) year**. This Agreement may be terminated by TWU or the Host for any reason and at any time, by providing ninety (90) days advance written notice to the other Party. Should notice of termination be given under this Section, Students already scheduled to train at Host shall be permitted to complete any previously scheduled or active assignment with Host.

2.3 Neither TWU or the Host will be compensated or otherwise exchange compensation for this agreement.

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between TWU and the Host; but rather is an agreement by and among two independent contractors. TWU and Host shall operate under this agreement as independent contractors. TWU shall have exclusive control of and the exclusive right to control the details of the Educational Experience and hands-on training provided to each student. TWU shall be solely responsible for the acts and omissions of its agents, officers, students, employees, contractors and subcontractors. The doctrine of respondeat superior shall not apply between Host and TWU, its agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint venture between TWU and Host. No more than 10 students once a week will utilize the facility provided by Host for the Educational Experience as part of TWU’s academic curriculum. The students will provide free blood pressure and glucose screenings to patrons of the Denton Senior Center. To the extent allowed under state and/or federal law, neither the Host nor TWU is required to provide worker’s compensation

coverage for the Students participating in an Educational Experience. Students will not be paid for participating in the Educational Experience.

2.4 The blood pressure and glucose screenings shall be performed in accordance with the reasonable and professional standard of care exercised by professionals performing similar work and shall comply in all aspects with all applicable local, state and federal laws and with all applicable rules and regulations promulgated by the local, state and national boards, bureaus and agencies.

2.5 General Indemnification

- **LIABILITY.** Only to the extent permitted by the Constitution and the laws of the State of Texas, and without waiving any immunities or defenses to which it is entitled, TWU shall be liable and responsible for any and all property loss, property damage and/ or personal injury, including death, to any and all persons, of any kind or character, to the extent caused by the act(s), errors, or omission(s), malfeasance or intentional misconduct of TWU, its officers, agents, servants, students or employees.
- **GENERAL INDEMNIFICATION. ONLY TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, AND WITHOUT WAIVING ANY IMMUNITIES OR DEFENSES TO WHICH IT IS ENTITLED, TWU COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, HOST FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, ACTIONS, CAUSES OF ACTION, LIENS, LOSSES, EXPENSES, COSTS, FEES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY' S FEES AND COSTS OF DEFENSE), PROCEEDINGS, DEMANDS, DAMAGES, LIABILITIES, AND/ OR SUITS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY LOSS (INCLUDING, BUT NOT LIMITED TO, WORKERS' COMPENSATION ACT LIABILITY, LOST PROFITS, AND PROPERTY DAMAGE) AND/ OR PERSONAL INJURY (INCLUDING, BUT NOT LIMITED TO, DEATH) TO ANY AND ALL PERSONS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR RESULTING FROM ANY ACTS, ERRORS, OR OMISSIONS OF TWU AND/ OR AGENTS, EMPLOYEES, DIRECTORS, MEMBERS, PARTNERS, STUDENTS AND REPRESENTATIVES IN CONNECTION WITH THE EDUCATIONAL EXPERIENCE, OR ATTEMPTED EDUCATIONAL EXPERIENCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THIS INDEMNIFICATION SHALL NOT APPLY TO CLAIMS ARISING FROM THE HOST'S OWN NEGLIGENCE OR WILLFUL CONDUCT.**

2.6 Host and TWU shall each provide a contact person (the “Coordinator”) for activities related to the performance of this Agreement. The following contact names and addresses shall be the initial Coordinators for the Host and for TWU. Others may be designated in writing by the parties at any time. Any notices required by this Agreement shall be delivered via personal delivery, via first class mail return receipt requested, or via electronic mail with read receipt, to the following:

For Host:

Name and Title: Yvette Lopez, Recreation Supervisor
Address: 509 N. Bell Ave.
City/State/Zip: Denton, Texas 76201
Telephone number: 940-349-8720
Email address: Yvette.lopez@cityofdenton.com

For TWU:

Name and Title: Carin Adams, PhD, RN, CPN, BSN Program Director
Address: 1216 Oakland St, ASB216
City/State/Zip: Denton, TX 76204
Telephone number: 214-689-6611
Email address: cadams21@twu.edu

2.7 The parties acknowledge and agree that it shall be the responsibility of each Student to: (i) comply with the Host's policies and procedures; (ii) report any serious problems related to the Educational Experience, including safety and personnel problems, to the Coordinator at TWU and the Host; and (iii) maintain a personal health insurance policy throughout Student's Educational Experience with the Host.

2.8 FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TWU hereby designates the Host as a school official with legitimate educational interest in the educational records of the Students who participate in the Educational Experience, to the extent that access to the records are required by the Host to carry out its responsibilities under this Agreement. The Host agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

2.9 Sovereign Immunity: The Parties acknowledge and expressly agree that nothing in this Agreement, nor any other conduct, action or inaction of any representative of TWU or the Host relating to the subject matter hereof, shall be construed as a limitation or a waiver on any of the immunities or defenses to which TWU or the Host is entitled, as an agency of the State of Texas. TWU enters this Agreement only to the extent authorized by applicable law. Any provision of this Agreement that is not authorized by or is inconsistent with applicable Texas law, including the opinions of the state's Attorney General, is invalid. Furthermore, in no event shall TWU be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by Hospital or any third party, even if TWU has been advised of the possibility of such damages.

2.10 Intellectual Property: Host agrees that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with TWU (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of TWU. Host agrees to not use TWU's Marks in any advertising material of any kind, press release, or any public announcement, without the expressed written permission of TWU's Marketing and Communications.

3. RESPONSIBILITIES OF TWU. TWU shall:

3.1 Provide course information and objectives, and ensure that each participating Student meets academic and other qualifications that are consistent with the objectives and requirements of TWU's applicable academic program;

3.2 Make reasonable efforts to ensure that each Student from TWU is aware of Student's responsibilities to abide by the terms of Section 2.6 of this Agreement.

3.3 Make reasonable efforts to ensure that the Student participates in the Educational Experience during the dates specified unless modified by the Host and TWU. This includes instructing each Student about the consequences of not completing the Educational Experience.

3.4 Provide an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward its instruction and supervision as it relates to the Program; including but not limited to a certified nurse or other certified medical professional to supervise and instruct students.

3.5 Ensure that for each Educational Experience, the Coordinator of TWU (i) maintains ongoing contacts with the Student and the Host, (ii) discusses the specifics and expectations of the Educational Experience with the Student and the Host, (iii) monitors the Student's progress with the Student and the Host, and (iv) advises the Student relative to a program of study related to the Educational Experience.

3.6 TWU shall provide to Host, a list of participating Student(s), a description of syllabus requirements, and other related objectives and expectations.

3.7 Accept the primary responsibility for the supervision and control of the Student at the Educational Experience site.

3.8 TWU shall ensure patrons who participate in the Educational Experience sign a waiver acknowledging the screenings are completed by students and the Host is not liable for any injuries caused by students.

3.9 At no point under this agreement shall any TWU agents, officers, students, interns, employees, contractors and subcontractors be construed as the City of Denton's agents, officers, students, interns, employees, contractors and subcontractors.

4. RESPONSIBILITIES OF THE HOST. Host shall:

4.1 Provide facilities to Students to support their acquisition of skills and knowledge related to their chosen field of study or occupation;

4.2 Orient the Student to the Host's rules, policies, procedures, methods, and operations;

4.3 Evaluate the Student's performance and notify TWU's Coordinator of any cause of dissatisfaction with or of any known misconduct on the part of the Student;

4.4 Comply with all the federal, state, local, and municipal laws, ordinances and codes applicable to Host including without limitation all workplace safety laws and discrimination laws;

4.5 Insurance: Upon request from TWU, Host will provide proof that it maintains liability

insurance in an amount that is commercially reasonable.

4.6 Host shall endeavor to comply with the syllabus requirements and other related objectives and expectations, provided by TWU.

4.7 In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick), while at Host’s facility, then Host shall provide necessary emergency health care or first aid, within its capacity, to that Student. In the event that Host does not have the resources to provide such emergency care, then Host shall refer Student to the nearest emergency facility. Student will bear financial responsibility for any charges generated.

5. TEXAS GOVERNMENT CODE PROVISIONS:

5.1 Texas Public Information Act (“TPIA”): As required by Chapter 552, Texas Government Code, TWU strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the TPIA. Nothing in this Agreement will be construed to prohibit disclosure, to the extent that such disclosure is required by law or valid order of a court or other governmental authority.

5.2 Anti-Terrorism Certification: As required by Texas Government Code Section 2252.152, Host represents and warrants that it is not prohibited under Section 2252.152 or identified by (1) the Texas Comptroller as a company with business operations in Sudan; (2) the Texas State Pension Review Board as a company with business operations in Iran; or (3) the Texas Comptroller as a company known to have contracts with, or known to provide supplies or services to, a foreign terrorist organization. Excepted from this prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran or foreign terrorist organizations.

5.3 Boycott Certification: As required by Texas Government Code Chapter 2271.002, Host certifies that either: (1) it meets an exemption criteria under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the Agreement. If Host meets an exemption, it shall provide TWU written notice of what that exemption is at the time the Agreement is made.

6. ENTIRE AGREEMENT.

Headlines in this Agreement are for convenience only. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede and replace all prior agreements, promises and understandings, oral or written, between the Parties, regarding the subject matter hereof. No amendment to this Agreement shall be valid unless reduced to writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW:

TEXAS WOMAN’S UNIVERSITY:

CITY OF DENTON:

Authorized Signature Angela Digitally signed
by Angela
Printed Name Bauer, Bauer, PhD,
PhD, EVPAA and
Title EVPAA and Provost
Date Provost 2025.12.18
Date _____ 09:32:15 -06'00'

Authorized Signature _____
Printed Name: Sara Hensley
Title: City Manager
Date _____