

Arkansas State University - Jonesboro  
College of Education and Behavioral Science (Program)  
State University, AR 72467-0910  
Jonesboro, AR

### **AFFILIATION AGREEMENT**

This agreement is between Arkansas State University – Jonesboro, acting by and through its College of Education and Behavioral Science, hereinafter referred to as “College”, and **Perris Union High School District, 155 E. 4<sup>th</sup> St., Perris, CA 92570**, hereinafter referred to as "Agency."

It is understood that the participating institutions will cooperate in the conduct of educational activities as described below:

#### THE COLLEGE AND AGENCY JOINTLY AGREE THAT

1. There will be no discrimination against a student or because of race, color, gender, religion, age, national origin, or handicap in any aspect of this program.
2. The determination of the number of students to be assigned to the College shall be a joint decision based on available staff, space and necessary learning experiences in the College.
3. In the event an accident or incident occurs during the student’s participation in educational activities from which the College might reasonably anticipate litigation, the College and the student involved will prepare a written incident or accident report to be submitted to the appropriate department of the Agency and appropriate department of the College.
4. There will be on-going, open communication between the College and the Agency to ensure understanding of the expectations and roles of both institutions in providing education for student.

#### THE AGENCY AGREES TO

1. Disseminate all shared regulations, policies and procedures of the College to students and agency representatives engaged in the educational program.
2. Require students to carry professional liability insurance of at least \$1,000,000 each incident and \$3,000,000 aggregate against any claim or injury.
3. Accept the responsibility of assisting in the orientation of appropriate College personnel, as needed, to the goals, objectives and educational methods of each educational program.
4. Require students to be vaccinated appropriately (or a signed release if a student declines that vaccination) and complete all other immunizations required by the College.
5. That College requires students to receive criminal background checks prior to program admissions. Agency shall be responsible for ensuring student compliance with this requirement. Written documentation indicating a clear background will be made available to the College when requested. A clear background check includes:
  - Criminal Search – County

- Criminal Search – Federal
- Criminal Search – State Wide
- FACIS – Level 1 Individual
- ID Trace Pro
- National Criminal Database
- National Sex Offender Public Registry

#### THE COLLEGE AGREES TO

1. Be responsible for the organization, administration, staffing, operating and financing of its services and the maintenance of standards accepted for efficient management by the appropriate accrediting body, and operated in accordance with acceptable educational standards;
2. Provide appropriate personnel to serve as preceptors for students in the programs of the College of Education and Behavioral Science as applicable.
3. Provide the use of appropriate services, facilities and equipment as needed by the educational programs.
4. Assume no professional or financial liability for injury to students or faculty members except that which might be accrued as rights as a member of the public; the College will make emergency treatment available to students and faculty for injuries and illnesses which may occur at the College at the time that such students and faculty are participating in the education program.
5. Suspend the participation of any student and/or faculty member in the educational program conducted pursuant to the Agreement if it finds the student's participation is not in the best interest of the student, faculty or College. The College will notify the Agency department as soon as possible.
6. Accept from the Agency the number of students that qualified staff, time and space permit.
7. Assist in the orientation of agency representatives/students to policies, programs and procedures, including immunizations requirements.
8. Devise ways for coordination so that all programs may have maximum benefit of learning experiences, where multiple educational programs exist.
9. Be responsible for informing personnel regarding the rights and privileges of the Agency's students.
10. Establish and make accessible to the Agency's representatives and students specific space in the College for conferences and small reference library areas, when deemed necessary for the educational program.

Neither College, Agency nor its faculty or Students shall use or further disclose any protected information or individually identifiable health information other than as permitted by this Agreement and the requirements of FERPA, HIPAA, HIPAA regulations, or similar State law requirements.

The term of this Agreement shall be for five years from July 1, 2021, through June 30, 2026. This Agreement may be terminated at any time by written agreement or upon 30 days advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled degree candidates who have already begun the program. They shall be permitted to complete their requirements for the program under this agreement.

It is understood that this working agreement shall be interdependent. The Agency and the College will derive the greatest benefits by promoting the interest of the educational program thereby rendering the best service to the public.

“Force Majeure” Clause,

Neither party shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by Force Majeure. “Force Majeure” shall be understood to be any cause which is beyond the reasonable control of the party affected and which is forthwith, by notice from the party affected, brought to the attention of the other party, including but not limited to war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

PERRIS UNION HIGH SCHOOL DISTRICT

ARKANSAS STATE UNIVERSITY -  
JONESBORO

(Please sign above)

Type Name Here Dawn Bray  
Job Title Director of Purchasing

Date \_\_\_\_\_

Dr. Alan Utter Date  
Vice Chancellor and Provost  
Academic Affairs and Research

Dr. Mary Jane Bradley, Dean Date  
College of Education and Behavioral Science

Dr. Paul Finnicum, Chair Date  
Department of Health, Physical Education and  
Sport Sciences

Dr. David LaVetter, Program Coordinator Date  
Department of Health, Physical Education and  
Sport Sciences