

**STATE SYSTEM OF HIGHER EDUCATION  
EDINBORO UNIVERSITY OF PENNSYLVANIA**

**AFFILIATION AGREEMENT FOR  
AN ACADEMIC EXPERIENCE SITE**

**THIS AGREEMENT**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between EDINBORO UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as “University”), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and ERIE DAY SCHOOL, 1372 West Sixth Street, Erie, PA 16505, (hereinafter “Site”), Federal Identification (EIN) number \_\_\_\_\_.

**BACKGROUND**

**WHEREAS**, Site is equipped with the facilities and professional staff necessary to provide an educational experience to the University’s students in the area of Counseling; and

**WHEREAS**, the University is an educational institution that provides a degree in the area of M.A. Counseling; and

**WHEREAS**, the University is desirous of providing an educational experience to its students limited to participation through supervision in a professional setting; and

**WHEREAS**, the Site is desirous of establishing a relationship with the University whereby its students may receive professional experience in their area of matriculation subject to the provisions of this Agreement.

**NOW THEREFORE**, intending to be legally bound, the parties hereto agree as follows:

**I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY**

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the professional experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Site. The parties will mutually agree upon the number of students selected for each program.
- b. *Education of Students.* The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading, graduation and faculty appointments.

- c. *Policies.* The University will review with each student, prior to placement, general expectations of professional behavior and confidentiality issues.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising students of their responsibilities under this Agreement. All students shall be advised of their obligations to abide by the policies and procedures of the Site and should any student fail to abide by any policy and/or procedure, they may be expelled from the program.
- e. *Health and Safety Requirements.* The University will require its students who are participating in the professional experience to comply with clearances, fingerprinting, and/or health status requirements of the site.
- f. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance of their own expense, if required by the site. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the assignment.

The Site understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§8521, et seq.

## **II. DUTIES AND RESPONSIBILITIES OF THE SITE**

- a. *Scheduling of Site.* The Site supervisor shall plan the assignment and schedules of those participating in the professional experience, in cooperation with the University/intern.
- b. *Administration.* The Site will have sole authority and control over all aspects of the affiliation agreement. The Site will be responsible for and retain control over the organization, operation and financing of its services.
- c. *Removal of Noncompliant Student.* The Site shall have the authority to immediately remove a student who fails to comply with Site policies and procedures. If such a removal occurs, the Site should immediately contact the responsible University Faculty Advisor.
- d. *Emergency Medical Care of Students.* The Site may provide to the Students, to the extent possible, first aid for any injuries or illness that may occur

during a professional experience. However, the Site assumes no responsibility, financial or otherwise, beyond the initial first aid.

- e. *Designation of Representative.* The Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the professional experiences of the students.
- f. *Supervision of Students.* The Site shall provide site supervisors who will monitor student activities.
- g. *Reporting of Student Progress.* The Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule provided by the University.
- h. *Changes in Assignment.* The Site will, as soon as practical, advise the University of any changes in professional assignments. If additional education programs exist with other sites, the Site shall devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.
- i. *Rules and Policies.* The Site will review with each intern any and all applicable policies, rules, regulations, codes, or confidentiality issues related to the Site. The Site, when necessary, shall have the responsibility of updating this information as necessary.
- j. *Student Records.* The Site shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

### **III. MUTUAL TERMS AND CONDITIONS**

- a. *Term of Agreement.* The term of this Agreement shall be five years from the date of execution. This Agreement may not exceed a period of five years.
- b. *Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act (ADA). University students are protected by Title IX of the Education Amendments of 1972 and other applicable laws,

as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the ADA. Site agrees to cooperate with the University in its investigation of claims of discrimination or harassment.

- d. *Reporting of Sexual Violence and Sexual Harassment:* Site shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator, Mr. Andrew Matt, at 814.732.1564 or TitleIX@edinboro.edu.
- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- g. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- h. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Edinboro University of Pennsylvania

Erie Day School

\_\_\_\_\_  
Darla S. Spaid  
Director of Purchasing

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title