

**AFFILIATION AGREEMENT FOR GRADUATE ASSISTANTS
AND USE OF A FACILITY AS A PLACEMENT SITE**

THIS AGREEMENT, is made this ___ day of _____, 2019, by and between INDIANA UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and INDIANA COUNTY AREA SCHOOL DISTRICT (hereinafter "Site").

BACKGROUND

WHEREAS, Site is equipped with the facilities and appropriate supervision necessary to provide an educational experience to the University's graduate students in the area of educational literacy; and

WHEREAS, the University's Department of Professional Studies in Education offers a master's degree in the area of literacy focusing on reading and literacy theories, research, and instructional practices; and

WHEREAS, the University is desirous of providing an educational experience to its graduate students in an internship setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University, whereby selected University graduate students may receive graduate assistantships under the provisions of this Agreement and receive meaningful experience in their area of matriculation.

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

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified graduate students enrolled in the M. ED Literacy program in the Department of Professional Studies in Education (hereinafter "student") to **four** graduate assistantship positions under this Agreement. The selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by Site. The students will have a Pennsylvania teaching certification and will be enrolled in the Master's in Literacy program. The individual will work with the reading specialists and classroom teachers at Site. The interview team consisting of at least one school district administrator, at least one reading specialist, and a faculty member at the University will select the student(s) to be recommended to the Dean of the Graduate Studies for placement with the Site.
- b. *Education of Student.* The University shall assume responsibility for the classroom education of the student. The University shall be responsible for the administration of

the program, the curriculum content, the requirements of matriculation, grading, and graduation.

- c. *Term of Placement.* The student will work for Site 20 hours per week during the term of this placement. The placement will include the regularly scheduled academic year for the Site until the University's May commencement.
- d. *Submission of Name of Candidate.* The University shall submit the names of the students to Site or a designated representative at least 2 weeks prior to the assignment.
- e. *Designation of Representative.* University shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the Site in order to discuss, plan, and evaluate experience of the student.
- f. *Advising Student of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of Site and should the student fail to abide by any policy/or procedure, he or she may be expelled from the Site program. If necessary, the termination of the student from the graduate assistantship program will be done according to the policies and procedures of the University. It is understood and agreed that while the student is providing services to the Site, the student shall be under the direct supervision of the Site.
- h. Prior to the rendering of services by the graduate student pursuant to this agreement, the student shall obtain and provide to the Site all criminal and child abuse clearances and/or other records required by the Pennsylvania School code and/or other applicable statutes or policies of the Site.

II. DUTIES AND RESPONSIBILITIES OF SITE

- a. *Establishment of Assistantship or Residency.* Site authorizes the use of its facilities as may be agreed upon by the Site and the University. A description of the duties and responsibilities of the student will be developed by the appropriate individuals at the Site and University, with a copy provided to the Dean of the Graduate School for the University.
- b. *Policies of Site.* The Site will review with each student, prior to the assignment any and all applicable policies, codes or confidentiality issues related to the experience. Site will provide the University all the applicable information at least 2 weeks in advance of the student's participation.
- c. *Administration.* Site will have sole authority and control over all aspects of student services, including appropriate supervision of the student. Site will be responsible for and retain control over the organization, and operation of its programs.

- d. *Removal of Noncompliant Student.* Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, Site should immediately contact the responsible University contact.
- e. *Designation of Representative.* 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 experience of the student.
- f. *Supervision of Students.* Site shall provide a site supervisor who will supervise student activities during placement. The students will be supervised by Mr. Justin Brode, Reading Specialist, Mrs. Valerie Birch, Reading Specialist, and Mrs. Megan Vallies, Reading Specialist while assisting the Reading Specialists and classroom teachers with literacy assessments, interventions, and instruction. If any of the named individuals leave or become otherwise unavailable, they will be replaced by another literacy specialist or literacy coach as designated by the site and in collaboration with Dr. Sue Rieg. Site agrees to indemnify and hold harmless the University, the State System of Higher Education and the Commonwealth and its officers, employees, representatives and agents, harmless from any and all liability, claims, demands and actions based upon and arising out of any activities performed by the student while under the supervision of the Site under this Agreement. Upon receipt of written notice of any matter for which indemnification might be claimed by the University or its officers, employees, representatives and agents, the Site shall promptly defend, contest or otherwise protect against any such suit, action, investigation, claim or proceeding at its own cost and expense. The University may, but will not be obligated to, participate at its own expense in the proceeding, with counsel of its own choosing. Representation of the University shall be in compliance with the Commonwealth Attorneys Act.
- g. *Reporting of Student Progress.* 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 agreed to by the University and Site.
- h. *Student Records.* 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 the Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties mutually agree that four students shall be assigned to the Site for this assistantship or residency.
- b. *Payment.* The Site shall pay the University the annual amount of in-state graduate tuition for 12 credit hours per full academic semester plus summer sessions assigned, the graduate student stipend, and reimbursement of social security and worker's compensation costs to the University. This amount will be paid within thirty days of

invoice by the university and it is understood between the parties this amount will not exceed \$15,000.00 per student per academic year. If Site removes a student who fails to comply with its policies and procedures or terminates this Agreement, it is understood and agreed that there shall be reimbursement a proration of amounts due or payments made under this Agreement only for the time the student worked. If the student quits the program at the Site, the University shall not be responsible for reimbursing any amounts paid under this Agreement.

- c. *Term of Agreement.* The term of this Agreement shall be from the date of execution through the end of summer session II, August 9, 2019.
- d. *Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may immediately terminate this Agreement in the event of a breach. However, should the Site terminate this Agreement prior to the completion of an academic semester for other than a breach of the terms of this agreement or student's failure to follow applicable policy, the students enrolled at that time may continue their educational experience until it would have been concluded absent the termination and the University shall not be responsible for reimbursing any amounts paid under this Agreement.
- e. *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, and 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. The Site agrees to cooperate with the University in any investigation of an allegation of discrimination and to report any known incident in which the University student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University.
- f. *Notice.* Any and all notices or communications under this Agreement shall be in writing and shall be delivered in person or sent by email or national overnight carrier to the parties at the following addresses or such other address of a party as such party may, from time to time, specify by written notice to the other party:

To Site: Mr. Michael Vuckovich, Superintendent, IASD
501 East Pike
Indiana, PA 15701

To University : Dr. Randy Martin, Dean SGSR
129 Stright Hall
Indiana University of Pennsylvania
Indiana, PA 15705

- g. *Interpretation of Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

- h. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- i. *Relationship of Parties.* The relationship between the parties to this Agreement to each other in 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, employment or any other relationship, other than that of independent contractors.
- j. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically provided in this Agreement. 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 of Pennsylvania'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 of Pennsylvania 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 oral understandings or promises exist in regards to this relationship.

[Signatures follow on next page]

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

Authorized Signature:

Indiana Area School District

Date

Dr. Timothy S. Moerland
Provost and Vice President for Academic Affairs,
Indiana University of Pennsylvania

Date

Approved as to form and legality:

University Legal Counsel

Date