**SLIPPERY ROCK UNIVERSITY OF PENNSYLVANIA**

AGREEMENT

Made this\_\_\_*Day*\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_*Month, Year*\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

WHEREAS, the purpose of this AGREEMENT is to guide and direct the Slippery Rock University Pennsylvania of the State System of Higher Education, Commonweath of Pennsylvania, hereinafter referred to as UNIVERSITY, and *Site*, hereinafter referred to as “Clinical Site”, respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for students from programs selected below.

WITNESSETH:

WHEREAS, Clinical Site provides capability for learning experiences and recognizes the professional responsibility of assisting in the teaching of university students and is interested in providing assistance to the university in its curricula; and

WHEREAS, University is currently conducting a program granting Bachelor of Music (BM) in Music Therapy and Masters in Music Therapy (MMT) degrees and desires to obtain the assistance of Clinical Site in furthering its educational objectives.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. University shall coordinate plans with Clinical Site to make experiences available to their students.
2. University acknowledges that its students shall be expected to comply with all current policies and procedures of Clinical Site.
3. University shall, as mutually agreeable to the parties, provide by the beginning of each term: (a) number of students and the dates and hours to be assigned; (b) the clinical level experience and the expected level experience which will be assigned; and (c) the expected learning objectives of the students.
4. University shall provide a faculty member who will serve as liaison with Clinical Site field instructors when necessary.
5. University shall provide and maintain the records and reports necessary for conducting clinical learning experience of students under this Agreement.
6. Clinical Site shall provide learning experiences to students enrolled in the BM in Music Therapy and MMT. The number of students, the program of education within the Clinical Site, and the scheduling of education at the Clinical Site will be determined by mutual agreement between the director of their department and the director of the educational program or their representatives.
7. Clinical Site shall provide learning experiences under the weekly supervision of qualified personnel, which meet the standards of recognized professional accrediting agencies or state agencies and the stated objectives of the educational program.
8. Clinical Site shall provide appropriate clients for individual or group music therapy whom are observed by CLINICAL SITE supervisor.
9. Clinical Site shall provide opportunities for observations and practical experience, conducive to the learning process of the student and the meeting of the stated learning objectives in patient units, clinics, laboratories, classrooms, and other selected departments or subjects.
10. Clinical Site shall maximize opportunities for exposure to cultural diversity and appreciation for individual differences where possible.
11. Clinical Site shall provide orientation of the appropriate University faculty and students to the physical facilities, policies, and procedures of the site, and where appropriate, to the needs of individuals and/or groups with which they will be working.
12. Clinical Site shall provide available time to field instructors for attending clinical supervisors meeting and conferences called by the University as part of the educational program.
13. Clinical Site shall provide, whenever necessary, available conference rooms for supervision, documentation, and clinical sessions as well as musical instruments appropriate for music therapy sessions for University students participating in this program.
14. Clinical Site shall cooperate in formally evaluating students consistent with the educational objectives and procedures jointly discussed.
15. Clinical Site shall provide and maintain records and reports required by the University for conducting the educational program.
16. University students shall be required to carry professional liability insurance and health insurance. The professional liability insurance policy shall be an “Occurrence” policy with minimum limits of one million dollars per individual claim and three million dollars annual aggregate. Certificate of Insurance must be furnished prior to clinical experience.
17. 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.

18. 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.  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 Americans with Disabilities Act (ADA) of 1990. Clinical Site agrees to cooperate with University in its investigation of claims of discrimination or harassment.

19. Clinical 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, Holly McCoy, at 724-738-2650.

20. Clinical 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.

21. The relationship between the Clinical Site and the University 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.

22. This Agreement is valid for five years after the date the agreement was made as stated on the first page unless terminated by either party upon six months prior written notice. During the term of this Contract, the parties may make adjustments thereto by addendum. In the event that the Contract is terminated by either party, said termination shall in no way jeopardize the educational program of students already participating in the educational programs. In the event that either party violates its agreements under this Contract, and does not correct said violation after ten (10) days written notice so to do, the other party may terminate this Agreement upon notice. Any such termination for cause, however, shall not jeopardize the educational programs of students already participating therein.

23. The University is a part of the State System of Higher Education, a body corporate and politic constituting a public corporation and government entity. As such, it lacks the statutory authority to purchase insurance and it does not possess insurance documentation per se (i.e., certificates of insurance). 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. The 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 provisions of the Tort Claims Act, 42 Pa.C.S.A. §8521, et seq. The limits of the coverage are $250,000 each person/$1,000,000 each occurrence as provided by Act 152 of 1978, as amended.

24. The laws of the Commonwealth of Pennsylvania shall govern the interpretation and enforcement of this Agreement.

25. This Agreement shall only be modified in writing with the same formality as the original Agreement.

26. 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.

27. Notice of termination, and any other notice required or permitted to be given hereunder to either party shall be deemed given if hand delivered or sent by registered or certified mail, return receipt requested, or by overnight mail delivery for which evidence of delivery is obtained by the sender addressed as follows:

*Enter SRU Contact & Address*

*Enter Organization Contact & Address*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and date set forth above.

**Slippery Rock University of PA:**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. Dan Bauer, Dean

College of Liberal Arts

*Date*

**Clinical Site:**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Authorized Signature*

*Print Name & Title*

*Date*

Revised December 5, 2019