SLIPPERY ROCK UNIVERSITY OF PENNSYLVANIA

AGREEMENT

Made this\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS, the purpose of this AGREEMENT is to guide and direct the Slippery Rock UNIVERSITY (UNIVERSITY) and XXX (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, 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 a Masters of Arts degree in Clinical Mental Health Counseling in the Department of Counseling and Development and desires to obtain the assistance of SITE in furthering its educational objectives.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. UNIVERSITY shall coordinate plans with 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 SITE.

5. UNIVERSITY shall provide a faculty member who will serve as liaison to the agency/school.

6. UNIVERSITY shall provide and maintain the records and reports necessary for conducting clinical learning experience of students under this Agreement.

7. SITE shall provide learning experiences under weekly supervision of qualified personnel.

8. SITE shall maximize opportunities for exposure to cultural diversity and appreciation for individual differences where possible.

9. 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.

10. Provide the practicum student with appropriate students/clients for individual counseling and/or individual planning with separate students/clients whom are observed by the UNIVERSITY supervisor via audio-taping.

11. Allow the practicum student to audiotape sessions with some students/clients, pending written permission of the student/client and their parent/guardian.

12. Provide the practicum student with an opportunity to conduct some hours of group counseling or classroom guidance.

13. Provide the UNIVERSITY supervisor, on a form to be provided, an evaluation of the practicum student’s performance during the course of the semester and at the completion of the semester.

14. If the approval of the school board or administration is required, the on-site supervisor shall inform the practicum student of the procedure to obtain such approval.

15. SITE shall provide and maintain records and reports required by the UNIVERSITY for conducting the educational program.

16. 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. SITE agrees to cooperate with UNIVERSITY in its investigation of claims of discrimination or harassment.

17. 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.

18. 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.

19. The relationship between the 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.

20. 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.

21. 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*

22.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.

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

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

25. 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 parties hereto have set their hands and seals as of the day and date set forth above.

Slippery Rock University of Pennsylvania *Enter* *Organization*

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Authorized Signature Authorized Signature

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*Print Name/Title* *Print Name/Title*

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Date Date

EFFECTIVE DATE OF AGREEMENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of last signature

Revised August 19. 2019