

ATTACHMENT #4 - April 15, 2025

AFFILIATION AGREEMENT

THIS AGREEMENT is made this 15th day of April, 2025, by and between West Chester University, (hereinafter referred to as “University”) an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and Warwick School District, Lititz, PA (hereinafter “Site”).

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 Master of Counselor Education;

WHEREAS, the University is an educational institution that provides a degree in the area of Counselor Education;

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

WHEREAS, the Site is desirous of establishing a relationship with the University whereby its students may receive field 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 field placement 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 the Site.
- 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. *Submission of Candidates.* The University shall submit the names of the students to the designated representative of the Site within ample time for the Site to interview the student prior to the field placement.
- d. *Policies of Site.* The University will review with each student, prior to the field experience assignment, any and all applicable policies, codes, or

confidentiality issues related to the field placement experience and provided by the Site. The Site will provide the University with the applicable information in advance of the student being placed with the Site.

- e. *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 removed from the field placement.
- f. *Clearances.* The University will instruct its students to obtain child abuse and criminal record clearances prior to the start of student's field placement. Students will be required to update their criminal background checks and child abuse clearances if requested by the Site. Students will provide clearances directly to the Site upon the Site's request. The University will also instruct its students who are participating in the field experience to comply with the health status requirements, if any, of the Site. Students will provide proof of compliance directly to the Site upon the Site's request.
- g. *Education for the Field.* The University shall provide an on-going educational forum for supervisors that is focused upon issues related to student development and the field practice experience.
- h. *Removal of Students.* The University is responsible for ensuring that its students are meeting their educational goals at the Site. If the University determines that a student's educational needs are not being met or they are not receiving field instruction by a qualified professional, the University in consultation with the Site will remove the student from the Site.
- i. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. 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 field placement.

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 Finance and Risk 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. *Student Participation in Site.* The Site agrees to allow a mutually agreed upon number of University students to participate in a field placement experience. The Site is encouraged to interview the student prior to accepting them for a field placement at the Site. The Site agrees that the students selected for the program will be permitted to participate at dates and times mutually agreeable between the Site and the University.
- b. *Client Care/Administration.* The Site will have sole authority and control over all aspects of client services. The Site will be responsible for and retain control over the organization, operation, and financing of its services.
- c. *Driving Clients.* Clients can not be driven by the student in his/her car unless the field placement Site has made arrangements to assume liability should an incident occur. Whenever possible it would be preferred that the student uses a vehicle owned by the Site when transporting clients.
- d. *Removal of Noncompliant Student.* The Site shall have the authority to terminate the field placement at the Site of a student who fails to comply with Site policies and procedures. The Site agrees to promptly inform University about its actions to terminate a student.
- e. *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 while the student is at the Site. However, the Site assumes no responsibility, financial or otherwise, beyond initial first aid.
- f. *Designation of Representative.* The Site shall designate a person to serve as a liaison between parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the field practice experiences of the students.
- g. *Supervising of Students.* The Site shall provide a field placement instructor who will monitor the student's activities during the field placement experience. The Site will provide and opportunity for the student to engage in direct counselor education practice. The field instructor will provide direct supervision with the counselor education student intern.
- h. *Reporting of Student Progress.* The Site shall provide all reasonable information requested by the University on a student's work performance. The Site will provide, in writing, a mid-semester and final evaluation, of the student. Evaluations will be completed and returned according to any reasonable schedule provided by the University.

- i. *Changes in Assignment.* The Site will, as soon as practical, advise the University of any changes in student assignments. If additional Counselor Education programs exist within the Site, the Site should devise ways for the coordination of all programs so that all students may have the maximum benefit of the learning experience.
- j. *Rules and Policies.* The Site will provide the University, at least two weeks in advance of the field placement, all-relevant rules, regulations and policies of the Site that may impact the student field experience. The Site, when necessary, shall have the responsibility of updating this information.
- k. *Facilities.* The Site will provide dedicated space to the student.
- l. *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 authorized 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 not exceed a period of five years from the date of execution.
- 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 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 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 its investigation of claims of discrimination or harassment. The 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, Lynn Klingensmith at 610-436-2433.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.

- f. *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.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other for 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 University's or Commonwealth's rights, claims, or defenses which arise as a matter of law pursuant to any provisions of this contract. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.
- h. *Binding Signatures.* The parties warrant and represent that the individuals signing this Agreement are authorized to bind the University and the Site to the terms and conditions contained in the Agreement. For the purpose of this Agreement, a copy of the party's original signature shall be considered to be an original signature; and as such shall be sufficient to bind such parties.
- 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. This Agreement supersedes any other agreements, restrictions, representations, or warranties, if any, between the two parties hereto with regard to the subject matter contained herein.

SIGNATURE PAGE FOLLOWS

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

West Chester University

Dr. Desha Williams
Dean, College of Education & Social Work

Christine Siegl
Assistant Vice President
Academic Contract Administration and
Compliance Operations

Warwick School District
Site Name (Print)

301 West Orange Street
Address

Lititz, PA 17543
City, State, Zip Code

Site Authorized Signature

Name **Dr. Steve Szobocsan**

Title **Acting Superintendent**