



GRADUATE PROGRAM IN COUNSELING

AFFILIATION AGREEMENT

THIS AGREEMENT is made between the MESSIAH COLLEGE GRADUATE PROGRAM IN COUNSELING, (hereinafter referred to as "College") and Warren County School District (hereinafter "District"). The parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE COLLEGE AND ITS STUDENTS

- a. *Education of Students.* The College shall assume full responsibility for the coursework of its counseling students. The College shall be responsible for the administration of the program, the curriculum content, as well as the requirements for matriculation, grading, and graduation.
- b. *Advising Students of Rights and Responsibilities.* The College 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 the College should any student fail to abide by any policy and/or procedure, he or she may be subject to removal from the DISTRICT or the Counseling Program.
- c. *Designation of Faculty Supervisor.* The College will assign a faculty supervisor to facilitate regular communication between the College and the Site Supervisor. The faculty supervisor will initiate contact at least every four weeks throughout the semester via phone or email.
- d. *Provision to Site Supervisors.* The College will provide orientation, assistance, consultation, and professional development opportunities to the Site Supervisor.
- e. *Professional Liability Insurance.* All students shall be responsible for obtaining professional liability insurance at their own expense. The limits of the policy shall be 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 experience.
- f. *Laws, Regulations, and Policies and Procedures of the District.* The participating students shall be required to abide by all laws, regulations, and policies and procedures of the District. Should any student fail to abide by any law, regulation, policy, procedure, or term of this Agreement, he or she may be denied participation in, or removed from, the field experience by the District.
- g. *Health Status.* Students who participate shall be required, at their cost, to comply with the health status requirements of the District and/or state regulatory agencies including, but not limited to, tuberculosis testing, physical examinations and other vaccinations as

required by the District or regulatory agency. Proof of compliance must be presented to the District prior to the commencement of the field experience.

- h. Clearances.* Participating students, at their own expense, must provide proof of compliance with all applicable criminal background check requirements, child abuse clearance requirements, and child abuse training and shall not be permitted to have direct contact with students of the District until said clearances are provided and approved by the District. If the above background checks reveal a criminal offense or a founded or indicated report of child abuse, the College and District shall review these reports and determine whether or not the student may participate in the field experience.

If at any time the College learns that any participating student has been arrested for, pled nolo contendere to, or been convicted of a criminal offense or has been named as a perpetrator in a founded or indicated report of child abuse, the College will immediately notify the District. Each student participating in a practicum shall be advised by the College that he/she must immediately (within 72 hours) notify the College and District if he/she is arrested for, pleads nolo contendere to, or is convicted of a criminal offense or has been named as a perpetrator in a founded or indicated report of child abuse.

As a requirement to participate in the field experience, each student shall consent to undergo, and pay for, the foregoing background checks and allow the College to provide copies of the background checks to the District. A student who does not consent to any of the foregoing will not eligible for participation in the field experience.

- i. Confidentiality/FERPA .* Each participating student shall be required to sign a Confidentiality Agreement, in the form prepared by the District, with respect to the student's obligation to maintain the confidentiality of the education records of the District's students. Any breach of confidentiality by a participating student or any refusal to sign the Confidentiality Agreement provided by the District shall be grounds for the District to deny the student's participation in, or remove the student from, the field experience.

II. DUTIES AND RESPONSIBILITIES OF THE DISTRICT

- a. Establishment of Field Experience Opportunities.* The DISTRICT authorizes the use of its facilities as may be agreed upon by the District and the College as a field experience site for graduate counseling students. This field experience is for students enrolled in the College's Graduate Program in Counseling. This field experience is required by the Council for Accreditation of Counseling & Related Educational Programs (CACREP). The District, at its discretion, shall have the right to limit the number of students that are participating in a field experience at the same time.

- b. *Policies of DISTRICT.* The DISTRICT will review with each student, prior to the beginning of the field experience, any and all applicable policies, procedures, codes or confidentiality issues related to the experience.
- c. *Administration.* The DISTRICT will have sole authority and control over all aspects of services to its clientele. The DISTRICT will be responsible for and retain control over the organization and operation of its programs.
- d. *Removal of Noncompliant Student.* The DISTRICT shall have the authority to immediately remove a student who (i) fails to comply with its policies and procedures; (ii) violates any federal, state, or local law, regulation or ordinance; or (iii) fails to comply with any term or condition of this Agreement. If such a removal occurs, the DISTRICT should immediately contact the College's Faculty Supervisor and Practicum & Internship Coordinator.
- e. *Supervision of Students.* The DISTRICT shall designate a person to serve as a site supervisor who:
 - i. has a minimum of a master's degree in counseling or a related profession
 - ii. has the appropriate certification and/or license and a minimum of two years of experience in the counseling field
 - iii. has relevant training in counseling supervision
 - iv. is willing to complete the orientation module provided by the College
 - v. is willing to dedicate an average of at least one hour per week to supervise the student which involves some examination of student work using observation and/or live supervision
 - vi. will provide opportunities for the student to engage in a variety of counseling activities
 - vii. will communicate regularly with the College faculty supervisor in order to discuss, plan, and evaluate the student's experience
 - viii. will contact the faculty supervisor immediately if any problem or change in relation to the student or site occur
 - ix. *will participate in a live scheduled meeting with the faculty supervisor shortly after the midterm evaluation has been submitted. This meeting may take place as a phone or video conference, or site visit.*
- f. *Reporting of Student Progress.* The site supervisor will complete all evaluation forms and other reports required by the College in a timely manner. This includes mid-term and final evaluations.
- g. *Student Records.* The DISTRICT 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. THE PRACTICUM/INTERNSHIP STUDENT AGREES

- a. *To submit a resume and any necessary documentation to the site/site supervisor;*
- b. *To adhere to the administrative policies, rules, standards, schedules, and practices of the site and College;*
- c. *To be punctual and present at the scheduled times of the student's practicum/internship;*
- d. *To retain professional liability insurance at their own expense for the duration of the experience;*
- e. *To participate in each Tuesday/Thursday faculty led group supervision session;*
- f. *To ensure each client he/she works with signs the Counseling program's Informed Consent Form;*
- g. *To complete the necessary evaluations, including a midterm and final self-evaluation and evaluation of the student's site;*
- h. *To complete hours at the site only within the contracted dates of the semester.*

IV. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this agreement shall be for five (5) years from the original date of enactment. This is the maximum permitted length of such agreements and this time runs regardless of breaks in participation. At the end of this term a new affiliation agreement must be executed before student field experiences can occur.
- b. *Termination of Agreement.* The College or the DISTRICT may terminate this Agreement for any reason with ninety (90) day notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the DISTRICT 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 unless the student has been removed from the field experience by the District pursuant to this Agreement.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VII 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.
- 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 and only with the approval of the District's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.

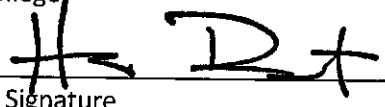
- f. Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this contract.
- g. Relationship of Parties.* The relationship between the parties 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. Entire Agreement.* This agreement represents the entire understanding between parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship
- i. Effective Date.* This agreement will become effective the day after it is signed by the Director of the Graduate Program in Counseling/Provost of Graduate Programs.
- j. Preparation of Agreement.* The parties hereto agree that this Agreement has been prepared by the combined efforts of the parties hereto and that the language used herein is not to be construed either in favor of, or against, any party hereto in the event that a Court determines that any provision of this Agreement is ambiguous, or otherwise.
- k. Authorization.* Each person signing below hereby certifies that he/she is an authorized agent of his/her respective party and that, upon its execution, this Agreement shall be binding on the parties hereto.
- l. Savings Clause.* All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the parties hereto.

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

Messiah College

Warren County School District


Authorized Signature

Authorized Signature

Heather Barto
Print Name

Print Name

Director, Graduate Program of Counseling

Title

Title

10/24/19
Date

Date

ATTEST

Ruth Huck

Secretary, Board of School Directors

Date

ADDENDUM I

This placement must extend over the entire semester established for the practicum or internship experience and may only take place during the contracted dates of the semester beginning

Month/Day/Year

Month/Day/Year

☐ I acknowledge that checking this box electronically serves the same purpose as affixing my original signature to this document.

