

**COLLEGE OF EDUCATION
AND HUMAN SERVICES
AFFILIATION AGREEMENT
BETWEEN
WRIGHT STATE UNIVERSITY
AND
Elida Local Schools**

RECEIVED
OCT - 3 2019
SUPERINTENDENT

THIS AGREEMENT, made and entered into the 1st day of October, 2019 by and between Wright State University, (hereinafter referred to as the WSU) and Elida Local Schools (hereinafter referred to as the DISTRICT) by and through their duly authorized administrators.

WHEREAS, WSU conducts programs in Teacher Education and Human Services and desires to obtain teaching experience for its teacher candidates and school counseling experience for its school counseling candidates enrolled in this curriculum.

WHEREAS, the DISTRICT recognizes the need for and desires to aid in the educational development of such individuals and is willing to make its employees and premises available for such purposes.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth below, the parties agree as follows:

I. WSU RESPONSIBILITIES

- A. WSU shall be responsible for monitoring and evaluating the individual candidate's academic progress.
- B. WSU shall determine the eligibility of candidates to participate in the DISTRICT'S program. WSU will provide the DISTRICT with an addendum listing names, dates and hours of assignment and other information specified by WSU or DISTRICT prior to the commencement of each candidate's education placement.
- C. WSU shall conduct any candidate disciplinary proceedings, and shall do so in accordance with all applicable statutes, rules, regulations and case law.
 - (i) No provision of this Agreement shall prevent the DISTRICT from refusing to accept any candidate who has previously been discharged for cause as an employee of the DISTRICT, who has been removed from or relieved of responsibilities for cause by the DISTRICT, or for other reasonable cause. The DISTRICT shall notify WSU in writing of its refusal to accept a candidate and the basis therefor. In an emergency, the DISTRICT may temporarily remove a candidate, provided the DISTRICT promptly notifies WSU in writing of the removal and the basis therefor.

- (ii) The DISTRICT may also submit a written request to WSU for WSU to withdraw any candidate from the program for a reasonable cause based on student/teacher/staff safety, and WSU shall immediately comply with such request. The written request from the DISTRICT shall set forth the basis for the requested withdrawal.
- (iii) The DISTRICT will defend, indemnify and hold WSU harmless from any and all claims and costs arising from the DISTRICT'S refusal to accept, temporary withdrawal or request for the withdrawal of, any candidate to which WSU provided its timely written statement of disagreement, provided that the DISTRICT is subsequently determined by any court or administrative agency of competent jurisdiction to have acted in an unlawful manner in refusing to accept, requiring the temporary withdrawal of, or requesting the withdrawal of a candidate; and further provided that WSU shall promptly notify the DISTRICT of any such claim, provide the DISTRICT with an opportunity to defend, and provide the DISTRICT with all reasonable assistance except financial, in making such defense. No settlement of any such claim as it relates to WSU shall be effected without the consent of the DISTRICT. The Parties understand that the Ohio Attorney General is WSU's statutorily appointed legal counsel, and the Parties acknowledge that the Ohio Attorney General has discretion to approve or disapprove of any counsel retained to defend any claim or threatened claim against WSU, and to approve or disapprove of any proposed settlement.
- D. WSU shall designate a faculty point of contact for communication and coordination of the educational learning experiences.
- E. WSU shall inform candidate(s) that it is the candidate's responsibility to pay for any personal health care services they receive which are not covered by any personal health insurance.
- F. Candidates shall not be considered employees or agents of WSU.
- G. WSU will require all candidates to submit to a criminal background check prior to placing the candidate at a field placement site. Any adverse findings will be reported to the school district.

II. DISTRICT RESPONSIBILITIES

- A. The DISTRICT shall provide educational learning experiences, which are planned, organized, administered, and supervised by qualified and properly licensed staff in accordance with mutually agreed upon educational objectives and guidelines.
- B. The DISTRICT will provide applicable policies and procedures to WSU, to which the candidates shall be expected to adhere to as a condition to being accepted by the DISTRICT, prior to and during periods of assignment and/or while on DISTRICT premises.

- C. The DISTRICT will assign and designate a point of contact at each school where candidates are placed who is to be responsible for planning and administering the program in conjunction with WSU.
- D. The DISTRICT shall facilitate the candidate's professional growth through educational assignments, and shall provide adequate space, equipment and supplies to meet the objectives of training.
- E. Candidates shall perform services only when under the supervision of properly registered, licensed, and/or certified DISTRICT staff. Candidates are trainees, they are not considered employees or agents of the DISTRICT, and are not to replace DISTRICT staff and DISTRICT shall not use candidates for such purposes. This provision does not apply to graduate level candidates who already hold a valid Ohio substitute teaching license; provided, however, that such candidates must still complete the state minimum requirements for length of a student teaching or school counseling internship.
- F. The DISTRICT shall be responsible for the submission of required reports in accordance with WSU procedures and for informing WSU of significant staff or administrative changes in the education program(s).

III. BOTH - WSU AND DISTRICT RESPONSIBILITIES

- A. Each party agrees that no candidate in the education program(s) will be deemed to be an employee of the DISTRICT nor will the DISTRICT be liable for the payment of any wage, salary, or compensation of any kind for service provided by the candidates. Further, no candidate will be covered under the DISTRICT'S Workers' Compensation, Social Security, or Unemployment Compensation programs.
- B. Each party agrees to be responsible for losses, damages or expenses caused by or arising out of the act(s) and/or omission(s) of the party's agents and employees incident to its/their participation in the program under this Agreement.
- C. Each party agrees to maintain commercial general liability insurance including contractual liability, and professional liability, with limits not less than \$1 million per occurrence. Each party further agrees that, with respect to insurance coverage maintained by it, it will:
 - 1. Provide evidence of such insurance upon request.
 - 2. Notify the other as soon as possible and cooperate with the other in the investigation and/or settlement of any loss or damage or potential loss or damage arising out of this agreement.
- D. This Agreement is non-exclusive: each party may enter into agreements with other institutions or districts at any time.
- E. In accordance with state and federal law, neither party shall discriminate on the basis of race, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, gender identity or expression, sexual orientation, military service or veteran status, mental or physical disability, genetic information, or membership in any other protected class, in

administering the program or performing its obligations under this Agreement.

- F. The terms and conditions of the Agreement may only be amended by written instrument executed by authorized representatives of both parties.
- G. This Agreement shall commence as of the 1 day of Oct, 2019, and shall end Oct 1, 2022. Either party may terminate this agreement by providing the other party ninety (90) days prior written notice. Should notice of termination be given, candidates assigned to the DISTRICT shall be allowed to complete any previously scheduled assignment then in progress at the DISTRICT.
 - i. Notice of termination to the DISTRICT shall be directed to:
Elida Local Schools
 - ii. Notice of termination to WSU shall be directed to:
Betsy Crites, Wright State University Lake Campus –
7600 Lake Campus Drive Celina OH 45822
- H. This Agreement shall be governed in accordance with the laws of the State of Ohio without regard to choice of law and conflicts of law principles. The parties understand and expressly agree that certain claims asserted against WSU are subject to the exclusive jurisdiction of the Ohio Court of Claims. Notwithstanding any other provision in this Agreement, both DISTRICT and WSU preserve all rights, defenses, privileges, and immunities as provided by law.
- I. This Agreement shall supersede any and all prior agreements between the parties regarding the subject matter hereof. This Agreement is for the sole benefit of the DISTRICT and WSU; no candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement

(Signatures Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to the contract.

Wright State University

THE DISTRICT

Signature: Cassie Dorsten

Signature: _____

Printed Name: Cassie Dorsten

Printed Name: _____

Title: Interim Practicum Coordinator for Teacher Ed Title: _____

Date: September 30, 2019

Date: _____

