

**WRIGHT STATE UNIVERSITY
AFFILIATION AGREEMENT BETWEEN
WRIGHT STATE UNIVERSITY
AND
ELIDA LOCAL SCHOOLS**

This Affiliation Agreement (the "Agreement") is made and entered into effective the 9th day of January, 2023, by and between Wright State University College of Health, Education, and Human Services (hereinafter, "WSU") and Elida Local Schools, 4500 Sunnydale St, Elida, OH 45807 (hereinafter, the "District"), by and through their duly authorized administrators whose signatures are set forth below.

WHEREAS, WSU conducts programs in Human Services, Kinesiology and Health, Leadership Studies in Education and Organizations, Nursing, Professional Psychology, Social Work and Teacher Education, and desires to obtain clinical experience for nursing, professional psychology and social work students, teaching and/or leadership experience for teacher candidates and leadership students, and school counseling experience for its school counseling candidates enrolled in these programs (hereinafter, "Candidates"); and

WHEREAS, the District recognizes the need for, and desires to aid in the educational development of, Candidates in such programs, and is willing to make its employees and premises available for such purposes on the terms and conditions set forth herein;

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

I. WSU RESPONSIBILITIES.

- A. WSU shall be responsible for monitoring and evaluating the individual Candidates' 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/or other information specified by WSU or the District prior to the commencement of each Candidate's placement with the District.
- C. WSU shall conduct any Candidate disciplinary proceedings, and shall do so in accordance with all applicable statutes, rules, regulations and policies.
 - 1. 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 from the District's premises and/or programs, provided that the District promptly notifies WSU in writing of the removal and the basis therefor.

2. The District may also submit a written request to WSU for WSU to withdraw any Candidate from placement at the District for 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.
 3. 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 of, 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 advance written consent of WSU. 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 at the District; more than one point of contact may be named based on the needs of the Candidate, WSU and/or the District.
 - E. WSU shall inform all Candidates that it is each 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 the District, in accordance with the Candidate's educational program requirements.

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/site where Candidates are placed who is to be responsible for planning and administering the

Candidate(s)' educational program in conjunction with WSU.

For nursing students: Facility agrees to allow its individual nurses to function in a preceptor role when supervising a student in the performance of nursing care for a mutually agreed period of time. Each such nurse who serves in a preceptor role shall be qualified according to Ohio Administrative Code Chapter 4723-5. Each such nurse preceptor shall supervise no more than two students at a time, shall work at the direction of a designated College faculty member, and shall otherwise comply fully with the requirements of the Ohio Administrative Code.

- D. The District shall facilitate each Candidate's academic and professional growth through educational assignments and shall provide adequate space, equipment and supplies to meet the objectives of training.
- E. Candidates shall perform activities hereunder only when under the supervision of appropriately registered, licensed, and/or certified District staff. Candidates are trainees, they are not and shall not be considered employees or agents of the District (or WSU), nor are Candidates to replace District staff, through their participation in any program under this Agreement. 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.

Nurse preceptors shall supervise no more than two (2) students at a time, shall work at the direction of a designated WSU faculty member, and shall otherwise comply fully with the requirements of Ohio Administrative Code Chapter 4723-5.01(X).

- 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).
- G. The District represents and warrants that its facilities and operational practices are compliant with all applicable accessibility standards, particularly including without limitation Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the ADA Amendments Act of 2008. The District shall maintain such compliance for the duration of this Agreement. The District shall provide, without charge to the WSU, a reasonably timely response, resolution, or remediation to accessibility concerns raised by WSU or its personnel or its Candidates.
- H. Pursuant to Ohio Revised Code §9.76(B) Elida Local Schools represents and warrants that it is not boycotting any jurisdiction, including Israel, with which the state of Ohio can enjoy open trade, and will not institute any such boycott during the contract period.

III. JOINT WSU AND DISTRICT RESPONSIBILITIES.

- A. No Candidate in an education program conducted under this Agreement will be deemed by virtue of this Agreement or that Candidate's participation in activities at District hereunder to be an employee of the District (or WSU), nor will the District or WSU be liable for the payment of any wage, salary, benefits, or compensation of any kind due to activities undertaken by Candidates pursuant to such programs. Further, no Candidate will be covered under the District's workers' compensation, Social Security, or unemployment compensation benefits by virtue of their participation in such programs hereunder.
- 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 programs under this Agreement.
- C. Each party agrees to maintain commercial general liability insurance including contractual liability, and professional liability insurance, 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 party 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 applicable law, neither party shall discriminate nor retaliate against any individual on the basis of race, color, religion, age, national origin, ancestry, sex, pregnancy, gender, gender identity or expression, sexual orientation, military service or veteran status, disability, genetic information, or any other trait or status protected by applicable law, in administering the programs or performing any of its activities or obligations under this Agreement.
- F. The terms and conditions of the Agreement may be amended only by written instrument executed by authorized representatives of both parties.
- G. This Agreement shall commence effective May 8, 2023, and shall end on April 30, 2028. Either party may earlier terminate the Agreement by providing the other party ninety (90) days prior written notice, provided that, should notice of termination be given during a program, Candidates assigned to the District who are in good standing shall be allowed to complete their program at the District.

Notice of termination to the District shall be directed to:

Elida Local Schools
4500 Sunnydale St
Elida, OH 45807
Joel Megerink
Phone: 419.331.2505
Email: jmengerink@elida.k12.oh.us

Notice of termination to WSU shall be directed to:

Tracey Kramer
Director of Partnerships and Field Experiences
Wright State University
378 Allyn Hall
3640 Colonel Glenn Hwy
Dayton, Ohio 45435
Phone: 937.775.2995
tracey.kramer@wright.edu

With copy to (for any notices):

Wright State University
Office of General Counsel
364 University Hall
3640 Colonel Glenn Hwy
Dayton, Ohio 45435
generalcounsel@wright.edu

- H. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its choice of law or 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 the District and WSU preserve all rights, defenses, privileges, and immunities as provided by applicable law.
- I. This Agreement shall supersede any and all prior agreements or understandings 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 is intended to be nor shall be construed as a beneficiary of, or have any right to enforce, the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement through the signatures of their authorized representatives set forth below, who warrant that they are officially authorized to so execute for their respective parties to the Agreement.

WRIGHT STATE UNIVERSITY:

THE DISTRICT:

By: _____

By: _____

Print Name: Dr. Amy Thompson

Print Name: _____

Title: Provost

Title: _____

Date: _____

Date: _____