

## Indiana State's Preferred Partners Program Educational Affiliation Agreement

This Educational Affiliation Agreement (Agreement) is entered into as of this 1st day of February, 2023 for participation in the Indiana State Preferred Partners Program between Eastern Greene Schools ("EGS") and Indiana State University ("ISU") (collectively the Parties).

In consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

### 1. Program Summary

By agreeing to participate in the ISU Preferred Partners, Program, employees of EGS shall be considered for acceptance in select ISU degree programs to be offered on-campus or online. To be accepted into an educational degree program, the EGS employee seeking admission must meet all educational requirements and prerequisites of the selected degree program. Subject to the terms of this Agreement, EGS employees shall be entitled to (i) educational benefits including a fifteen percent (15%) tuition rate discount at the graduate or undergraduate in-state tuition rate for each semester of enrollment, (ii) waiver of application fees and enrollment deposits, and (iii) expedited transfer review of prior college-level credit. Degree programs may include additional fees that will not be discounted, such as the ISU health and wellness fee for on-campus students, the recreation center fee for on-campus students, program- or course-specific fees, or other such fees as may be imposed by the ISU Board of Trustees from time-to-time. In addition, EGS and ISU may discuss future customizable educational offerings using the expertise of ISU faculty and staff to meet the needs of EGS employees. Such an offering will require a separate written agreement outlining the details of the program.

### 2. Program Participants

- 2.1 Selection for Program. Current EGS employees are eligible for participation in the Program, and EGS will provide ISU with proof of current employment at the time of application. Employment at EGS does not guarantee acceptance in any ISU degree program or assure program completion or graduation. Any EGS employee seeking admission must meet all educational requirements and prerequisites of the selected degree program in order to be accepted and must complete all degree requirements before any degree is conferred. Continued employment at EGS is a prerequisite for continued eligibility in the Preferred Partners Program.
- 2.2 Program Participant Requirements. Program participants will be required to: (a) complete all educational requirements of the selected degree program; (b) pay all fees (subject to discounts and waivers provided in this Agreement); (c) provide their own mode of transportation for any required appearances on campus; (d) comply with ISU's immunization requirements for any required appearances on campus; and (e) remain in good financial standing and good conduct standing at ISU.



- 2.3 Failure to Comply with Program Participant Requirements. Program Participants are subject to the same academic and behavioral standards applicable to all ISU students, and will be expected to abide by all ISU policies, procedures, practices, rules, and regulations while enrolled at ISU. Students who fail to comply with any of the Program Participant Requirements or any ISU rule, policy, or regulation will be removed from the Program.

### 3. Responsibilities of EGS

- 3.1 EGS agrees to promote ISU academic programs selected by the Vice Provost for Enrollment Management, the ISU Preferred Partner Program, and organizational tuition assistance programs that may be available to eligible employees. All marketing or promotional efforts by EGS that involve information about ISU educational programs and the ISU Preferred Partner Program, including social media, internal electronic postings to employees, written communications, fliers, or other communications will be subject to prior written approval by ISU.

### 4. Miscellaneous Provisions

- 4.1 Term. This Agreement will commence on the date first written above and will continue for a three-year term and will automatically renew at the end of each term unless it is terminated as described below.
- 4.2 Termination. Either party may terminate the Agreement without cause upon 60 day(s) notice by sending notice to the other party to that effect at the address listed below by March 31<sup>st</sup> of each year.
- 4.3 Confidential Information. The Parties agree that to the extent necessary to accomplish the objectives of this Agreement, they will share information about former, current, or prospective Program participants in good faith and to the extent permitted by the Family Educational Rights and Privacy Act (FERPA). To the extent either party shares FERPA-protected information with the other, the receiving party agrees that it will preserve the confidentiality of such information in accordance with FERPA and will not use the information except to further the purposes of this Agreement. EGS employees who are accepted into the Program and are prospective, admitted, or enrolled students will be required to sign a waiver of FERPA rights to allow EGS access to the employee's final grade in each class in which the employee is enrolled as a degree-seeking student.
- 4.4 Use of Name and Trademarks. The Parties may not use, publish, or otherwise disseminate the name, logo, or trademark of any other party without express written consent of the other party, which in the case of ISU is the responsibility of the Office of Marketing.
- 4.5 Jeopardy of Licenses, Accreditation or Non-Profit Status. The Parties shall not do anything that would jeopardize either party's accreditation by applicable accrediting bodies; federal, state, or local tax exemptions; eligibility of students for financial



assistance from the U.S. Department of Education, the State of Indiana, and the Indiana Commission for Higher Education.

- 4.6 Hold Harmless. Each Party agrees to indemnify, be responsible for and hold the other party, its board, officers, employees and/or agents harmless for the acts and omissions for which they are liable under local or state law while acting within the scope of this Agreement.
- 4.7 Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the Parties regarding the Program, and supersedes all previous communications or agreements, whether oral or written, between the Parties about the Program.
- 4.8 Waiver. No failure by either Party to exercise its rights under this Agreement shall be deemed a waiver of any such rights. No waiver of a breach shall be considered a waiver of future breaches.
- 4.9 No Agency. This Agreement does not designate any party as the agent, employee, legal representative, or partner or any other party for any purpose whatsoever.
- 4.10 Amendments. This Agreement may be amended only upon mutual written agreement of the Parties.
- 4.11 Assignment. Neither this Agreement nor any amendments thereto may be assigned or transferred without the mutual written consent of both Parties.
- 4.12 Notices. Any notice required to be given under this Agreement shall be mailed by certified mail, return receipt requested, or hand delivered, properly addressed to the party to be notified. If the notice is to be provided to ISU, it is to be delivered to the Provost and Vice President for Academic Affairs, with a copy to the General Counsel. If the notice is to be provided to EGS, it is to be provided to \_\_\_\_\_.



# Indiana State's Preferred Partners

2/1/2022

## Eastern Greene Schools

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Superintendent, EGS

Date: \_\_\_\_\_

## Indiana State University

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Provost and Vice President for Academic Affairs

Date: \_\_\_\_\_