

ATTACHMENT #1 - April 2, 2024

Millersville University of Pennsylvania Internship Affiliation Agreement

This agreement establishes the relationship between Millersville University of Pennsylvania (referred to as the "University"), an educational institution in the State System of Higher Education, Commonwealth of Pennsylvania and Warwick School District, 301 East Orange Street, Lititz, PA 17543 (referred to as the "Organization"). The University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting. For this agreement the Organization shall provide practical experience pursuant to the terms of this agreement and serve as an internship site offering facilities, resources, and supervision to students. Both parties agree to the following:

I. Duties and Responsibilities of the University

1. The University will be responsible for internships that are conducted during a regular academic semester(s) or scheduled summer term(s). The University and the organization agree to schedule the internship hours to mutually benefit all parties involved and to conform to the scheduling formula of a minimum of 40 hours per credit (no internship shall require more than 75 hours per credit); based on the minimum hours required by the student's major or minor department to earn academic credits for the experience, unless otherwise approved by the department chair and College Dean.
2. The University shall certify eligibility for students registering internships for academic credit. Approved students will have the appropriate educational background and skills consistent with the advertised internship and departmental requirements for participation.
3. The University determines the amount of academic credit to be earned through the internship and establishes all academic requirements that the student must meet to earn the credit. The University establishes a grading system and criteria to earn the grade upon completion of the internship.
4. The University will assign a faculty member to monitor and evaluate the student's performance during the internship. The University will assume all costs associated with faculty supervision of the intern.
5. The University will provide the Organization with all evaluation materials and the expected timeline for submission.
6. The University will review with each student, prior to the internship, any and all applicable policies, codes or confidentiality issues related to the internship and provided by the Organization. The Organization will provide the University with the applicable information in advance of the student being placed with the Organization.
7. The University will inform the Organization of course requirements such as the intern's attendance at meetings/seminars or activities that may take the intern away from the assignment.
8. The University may request termination of the internship for any student not complying with University guidelines and procedures for the internship program, as long as the Organization has been notified in advance.
9. The Organization 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.

10. The Organization 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 the Agreement.

II. Duties and Responsibilities of the Organization

1. The Organization agrees to prepare an internship job description that outlines the duties and responsibilities of the intern. The University will use this document to determine the suitability of the internship for academic credit. Should changes to the job description be necessary after the internship is approved, the Organization agrees to notify the University of such changes.
2. The Organization agrees to notify the University of all selection criteria and any requirements of the selection process including but not limited to background investigations, drug testing, health screenings etc.
3. The Organization selects interns based on the Organization's needs and preferences.
4. The Organization determines the schedule that the intern will maintain on premises. The total scheduled hours will comply with standards established by the University for the award of credit hours. The minimum internship is 40 hours per credit (no internship shall require more than 75 hours per credit) for a semester or summer term based on the student's major or minor, unless otherwise approved by the department chair and College dean.
5. The Organization, at the beginning of the internship, determines the amount of compensation, if any, received by the intern. The Organization will inform the University if interns receive an hourly wage, stipend or will serve in a non-paid capacity.
6. The Organization agrees to provide suitable workspace and resources for the intern to complete the internship assignment. The Organization will also provide orientation, training, supervision and evaluation of the intern.
7. The Organization shall provide all reasonable information requested by the University on a student's internship performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the Organization
8. The Organization agrees to make every possible accommodation to the University's request for a faculty site visit during the internship. The Organization also agrees to allow the intern to attend university required internship meetings/seminars during the internship.

9. The Organization 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 at mutitleixcoordinator@millersville.edu or 717-871-4100.
10. Clients of the Organization cannot be driven by the student in his/her car unless the Organization 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 Organization when transporting clients.
11. The Organization shall identify resources, such as medical care and counseling, which may be available to any student who has been the victim of sexual assault, dating violence, domestic violence or stalking during the course of employment.
12. The Organization shall have the authority to terminate the internship of a student who fails to comply with Organization policies and procedures. The Organization agrees to promptly inform the University, in writing, about its actions to terminate a student. The University shall have the authority to suspend a student's participation when it determines, consistent with its academic policies and procedures, that further participation by the student would no longer be appropriate. The University will notify the Organization, in writing, if such action is taken.

III. Mutual Terms and Conditions

1. 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 internships can occur. The University or the Organization may terminate this Agreement, in writing, for any reason with ninety (90) days' notice. Either party may terminate this Agreement prior to the completion of an academic semester. However, all students enrolled at that time may continue their internship until it would have been concluded absent the termination.
2. The parties agree to continue their respective policies of nondiscrimination based on Title VI 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. The Organization agrees to cooperate with the University in its investigation of claims of discrimination or harassment.
3. The parties agree to comply with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate either party to create any record that does not already exist.
4. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
5. 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.

6. 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.
7. This Agreement shall only be modified in writing with the same formality as the original Agreement.
8. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship. The agreement supersedes any other agreements, restrictions, representations, or warranties, if any, between the two parties hereto with regard to the subject matter contained herein.
9. The effective date of this Agreement is the date of the last signature.

The parties warrant and represent that the individuals signing this Agreement are authorized to bind the University and the Organization 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.

Millersville University of Pennsylvania

Warwick School District

 Authorized Signature
 Dr. Gail E. Gasparich, Provost & VP for
 Academic Affairs

 Authorized Signature

 Print Name

Approved as to form and legality:

 Print Title

 Authorized Signature
 Jacqueline C. Fox
 University Legal Counsel