

## **Agreement**

### **Franklin & Marshall College and Fairfield Area School District**

In 2008, Franklin & Marshall College made a commitment to identify, support, and assist first generation college bound students in rural Pennsylvania by hosting a regional program of the College Advising Corps. The Pennsylvania College Advising Corps trains and places recent college graduates as college advisers in high schools statewide. These advisers work in collaboration with school counselors, teachers, and administrators to increase college-going rates in the schools they serve. Advisers provide admissions and financial-aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them well; complete their admissions and financial-aid applications; and enroll successfully at the schools they eventually choose. The program aims to increase the number of low-income, first-generation, and underrepresented students entering and completing higher education.

To achieve this goal, the Pennsylvania College Advising Corps seeks to foster strong and mutually rewarding partnerships with school districts, high schools, and their administrators, faculty, and staff. This memorandum of understanding has been developed to foster such a partnership between Franklin & Marshall College ("the College") and the Fairfield Area School District – Fairfield Area High School ("the School") by clarifying the expectations and responsibilities of each stakeholder.

#### **The College and the School agree to:**

- Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.
- Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advising Corps programs and services to ensure that they complement and extend these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advising Corps programs and services.
- Treat the adviser as a professional, well-trained resource for students around college access.

#### **The College agrees to:**

- Identify, recruit, and hire an adviser to serve the School for an average of 40 hours per week during the term beginning on the first teacher day and ending on the last teacher day.
- Provide the School with documentation upon request that the adviser assigned to the District has the appropriate criminal background clearances as required by Section 1-111 of the Pennsylvania School Code and Sections 6354-6358 of the Pennsylvania Public Welfare Code (including completed PDE Form 6004 as required by Section 1-111). The College shall bear any and all costs associated with acquiring the required background clearances.
- Provide necessary and ongoing training, support, and professional development that will allow the adviser to fulfill his or her responsibilities to the School and its students.
- Employ a program director who will (a) supervise the adviser, meeting with him or her

regularly to discuss job performance and develop strategies for improvement; (b) work closely with the on-site supervisor assigned by the School to ensure that the relationship between the adviser and the School remains strong and that the adviser is effectively serving students and advancing the three main aims of the Advising Corps; (c) meet with school-level post-secondary leadership teams; (d) engage in frequent dialogue with school teams around strategic collaboration and to assess progress towards the goals; (e) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; (f) serve as the main liaison between the principal of the School and the Advising Corps, meeting at least once per year to review the partnership and ensure that its goals are being met; (g) work with the on-site supervisor to establish a mutually agreeable work schedule for the adviser; and (h) visit the school at least twice per academic year.

- Remain available to address any issues or concerns that may arise about the program or the adviser assigned to the School.
- Share relevant data and research with the School, as the School may request.
- Pay the full salary of the adviser, as well as any benefits that may be provided, and manage the administration of salary and benefits.
- Work in good faith to develop funding that will sustain the partnership between the College and the School beyond the current term.
- Keep any and all student-level data provided by the School strictly confidential, in accordance with applicable local, state, and federal law, except as may be required by law or regulation or under subpoena.
- Require the participation of the adviser in Advising Corps activities (for example, for ongoing training or the development of funding) for no more than 10 days that the School is in session during the term of service specified above.

**The School Agrees to:**

- Pay \$26,500 by July 15, 2020 to Franklin & Marshall College, on behalf of the Pennsylvania College Advising Corps, to be enrolled in the program for the 2020-2021 academic year.
- Supply reasonable access to student-level data (name, date of birth, year of graduation) for the purposes of advising, grant reporting, and program evaluation, with the understanding that such data will be kept strictly confidential by the College, in accordance with applicable local, state, and federal law, except as may be required by law or regulation or under subpoena.
- Designate a school counselor or an administrator to serve as an on-site facilitator who will (a) serve as the adviser's primary resource and advocate within the School, facilitating the adviser's integration into the life of the School and providing appropriate advice and counsel; (b) work closely with the Advising Corps program director to ensure that the relationship between the adviser and the School remains strong and that the adviser is effectively serving students and advancing the goals of the Advising Corps; (c) participate in adviser's annual evaluation; (d) meet with school-level post-secondary leadership teams; (e) engage in frequent dialogue with school teams and program director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; (g) serve as the main liaison between the principal of the

School and the College, meeting at least once per year to review the partnership and ensure that its goals are being met.

- Communicate clearly, both to the adviser and to the program director, any School policies and procedures with which the adviser is expected to comply.
- Contribute to and participate in the design of Advising Corps training, as appropriate.
- Provide access to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students.
- Provide dedicated and appropriate working/meeting space for the adviser, including a computer with internet access and ready access to phone and voicemail, fax, photocopier, and printer.
- Provide the adviser with a comprehensive orientation to the School, with introductions to key administrators, teachers, and staff, as well as an overview of the mission and culture of the School.

**Program Evaluation:**

- Funding for the Pennsylvania Advising Corps program is provided by Franklin & Marshall College and other external funders. As a condition of external funding, the program will be evaluated on an ongoing basis.
- Data will be collected and managed through a technology firm contracted by the College Advising Corps (CAC), the Pennsylvania College Advising Corps's parent organization. It is required that the school/district provide needed data. Data will be used for program evaluation purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate and no individual student will be identified.
- Data to be collected will include, but not necessarily limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information, intermediary goals, and college enrollment; and information on services provided to students. At the school level, the adviser will collect data to help target and track services and evaluate the program's success.

**Duration of Agreement:**

- This applies exclusively to the 2020–2021 school year beginning on 7/1/2020 and ending on 6/30/2021.
- This Agreement may be extended only written agreement of the parties. Costs for participation in future years will be determined on a year-by-year basis.
- The parties shall at all times be independent contractors with respect to each other under this agreement.

**Revisions:**

- Revisions to this agreement may be suggested by either the College or the School but must be agreed to by both parties.
- Changes agreed to by both the College and the School will be incorporated into a written and signed Addendum, which will then become part of the agreement.

**Termination:**

- This agreement will automatically terminate at the end of the adviser's term, as noted

above.

- Either party may terminate this agreement by giving thirty days' written notice to the other party.

**Indemnification:**

- School agrees to indemnify and hold harmless College and its trustees, officers, employees and agents from and against any claims, costs, expenses, damages, liabilities, losses or judgments ("Losses") arising out of, or in connection with, any claim, demand or action by a third party, if such Losses are sustained as a direct or indirect consequence of the engagement, excepting any Losses that are caused solely by the negligence of College and its trustees, officers, employees and agents. College shall indemnify and hold harmless School, its directors, officers, employees, and agents from and against any Losses arising solely out of the negligent acts of College and its trustees, officers, employees and agents associated with the engagement.
- Limited to the scope of college advising work agreed upon between Pennsylvania College Advising Corps/Franklin & Marshall College and the Fairfield Area School District.

Name of On-Site Facilitator designated by the school/district

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

*By signing, I certify that I have read and agree with the terms of the Agreement.*

\_\_\_\_\_  
Principal/Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
On-Site Facilitator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert Freund  
Program Director  
robert.freund@fandm.edu  
(717) 358-4458

\_\_\_\_\_  
Date

**Tiffany Forte**  
**Director of Budget & Financial Planning**  
**Franklin & Marshall College**  
**P.O. Box 3003**  
**Lancaster, PA 17604**

**Date**

