

Agreement between The Pennsylvania State University on behalf of its Department of Curriculum & Instruction, College of Education and the Universidad de Cuenca (Programa de Español para Extranjeros), Cuenca, Ecuador.

BETWEEN

This agreement is entered into by Dr. Pablo Vanegas Peralta in his capacity as President of Universidad de Cuenca (henceforth, UdeC), located in Cuenca, Ecuador.

And, The Pennsylvania State University, as represented by Susan J. Wiedemer in his/her capacity as Assistant Treasurer, (henceforth, Penn State),

The parties involved (henceforth, the parties) reciprocally recognize full legal capacity to sign this agreement,

DO HEREBY AFFIRM

- 1. Penn State has a Teaching ESL Certificate Program with an Ecuador Immersion Experience (henceforth, Program).
- 2. UdeC has facilities and academic resources that can assist PSU with its Program.
- 3. The parties agree to have UdeC serve as the site for the Program beginning on June 29, 2016 and continuing through July 31, 2016. Hence, the parties find it fitting and important to regulate, in a detailed manner the conditions of this collaboration for the Program, and with this in mind they sign this agreement, in accordance with the following, **CLAUSES**

FIRST: UdeC Responsibilities

- 1. UdeC will organize the following academic experiences for the Penn State student group as part of the Program:
 - a. Provide non-credit Spanish and Kichwa language classes to satisfy part of the Field Experience requirement of the Penn State Program.
 - b. Arrange lectures by UdeC faculty or community members on key aspects of Ecuadorian society, history and contemporary issues
 - c. Recruit UdeC students to study English with Penn State instructors and student teachers to satisfy part of the Field Experience requirement of the
 - d. Identify and provide conversation/language partners for the PSU students.

- e. Provide classroom space for the Penn State provided courses outlined in the Third section of this agreement.
- 2. Work with Penn State to explore continuing this agreement and identify the specific dates for the next year's potential Program to take place at UdeC during the following June and July no later than the preceding September 30th.

SECOND: Penn State Responsibilities

- Penn State commits to collaborating at all times with UdeC to set the guidelines and provide direction regarding the services being provided by UdeC for Penn State's Program.
- 2. Penn State students will send their application and homestay forms for the Program directly to Penn State. Penn State staff will review the applications, interview student applicants and assure that they are complete, and will then send copies of the homestay forms to UdeC.

THIRD: PROGRAM COURSES

As part of the Program, PSU students will take the following Penn State courses which will be taught by Penn State faculty and graduate assistants.

APLNG 493 Methods of Teaching English as a Second Language (including a mentored teaching practicum) (3 credits)

WL ED 400 Foundations of Language in Second Language Teaching (including second language study) (3 credits)

WL ED 444 Language, Culture and the Classroom: Issues for Practitioners (including an ethnographic research project on culture (3 credits)

The following Penn State course will be partially taught in Ecuador by Penn State and completed at Penn State upon return to campus in August:

WL ED 483 Evaluating Schools' Performances & Programs with English Language Learners (3 credits)

All students of Penn State, while on the UdeC campus, will be subject to the policies and regulations of UdeC.

FOURTH:

Nondiscrimination. Both Parties are committed to the policy that, subject to applicable laws, statues, codes, or guidelines, all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the respective policies of Penn State and UdeC, or by government authorities. Neither institution discriminates against any person on the basis of that person's age, race, color, ancestry, national origin, religion, creed, service in uniformed services, veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political

ideas. Both Parties shall abide by these principles in the administration of this agreement, and neither Party shall impose criteria on any scholars, faculty, students or staff which would violate these principles of nondiscrimination. Nothing herein shall be deemed to create any obligation for either Party to violate any applicable law, statute, code or guideline in order to provide such access.

Penn State students must abide by all relevant government regulations of Ecuador.

FIFTH: ORIENTATION SUPPORT

UdeC will provide an appropriate cultural and academic orientation for Penn State students so they can successfully complete the courses offered.

In addition, UdeC will make staff available to guide students during the Penn State students' stay to assist them in settling into their home-stay and becoming familiar with the city of Cuenca.

SIXTH: ACCOMODATION AND TRAVEL

UdeC will help arrange home-stays in Cuenca for PSU students in the Program.

Home-stay fees will be made directly to the UdeC, via wire transfer, in the amount of US\$19.00 per student per day, including taxes withheld by the UdeC.

Home-stay fees are the sole responsibility of Penn State.

Penn State students are solely responsible for all personal costs while in Ecuador.

SEVENTH: HEALTH INSURANCE

Penn State students will be required to enroll in HTH health insurance paid by the Program through the Penn State Office of Student Health Insurance which shall be valid for the duration of their participation in the Program.

EIGHTH: FEES

A coordination fee of US \$300.00 per student shall be paid by Penn State to UdeCand covers cultural orientation, classroom use, access to computers, e-mail and Internet, library, and all program facilities at the UdeC and all other services to be provided by UdeC as outlined in this document, except for the items listed below.

Additional fees to be paid to UdeC include the homestay fee (outlined above in the Sixth section), food service for a final reception, private bus transportation to the airport in Guayaquil for departure back to the U.S. and a fee paid by the Program for language instruction at the following rate:

Language instruction in Spanish or Kichwa @ US \$8.00 to \$9.00 per hour per student, depending on numbers of students in each class group.

Penn State will pay all fees to UdeC one week before the beginning of the program.

TENTH: Penn State FACULTY PRESENCE

The Faculty Coordinator will be on site with the Penn State students during the Program in Cuenca and will collaborate closely with the staff of the Program of the UdeC.

ELEVENTH: PERIOD OF THE AGREEMENT

This agreement will become effective on the date of the last signature and remain valid through the end of the Program.

Both Parties agree to work to resolve any disputes in good faith.

A. This agreement constitutes the entire agreement and understanding between the parties and supersedes any previous agreement between the parties in respect of its subject matter. Neither party may assign this agreement without the prior written consent of the other party; such consent may not be unreasonably withheld.

Signed on behalf of:

Universidad de Cuenca

JULY 25 2016

Date

Signed on behalf of:

The Pennsylvania State University

SUSAN J. WIEDEMER ASSISTANT TREASURER

MAY 2 0 2016

Date