

CLARION UNIVERSITY OF PENNSYLVANIA

AFFILIATION AGREEMENT WITH WARREN COUNTY SCHOOL DISTRICT

THIS AGREEMENT, is made this _____ day of _____, 2020 by and between CLARION UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as “University”), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the WARREN COUNTY SCHOOL DISTRICT at 6820 Market St, Russell, PA 16345 (hereinafter “School District”). The parties intend to be legally bound to the following items:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Students.* The University shall be responsible for the selection of qualified students to participate in the practicum or student teaching experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements of matriculation, grading and graduation.
- c. *Submission of Candidates.* The University shall submit the names of the students to the School District or a designated representative at least eight weeks prior to the practicum assignment or student teaching.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of his or her own responsibilities under this Agreement. The student shall be advised of his or her obligations to abide by the policies and procedures of the School District and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. *Professional Liability Insurance.* Students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence. This policy must remain in full force and effect for the duration of the practicum or student teaching assignment, and each student must provide the School District with satisfactory proof that the policy is in effect prior to the commencement of the student’s practicum or student teaching assignment.

The School District 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 Risk and Insurance 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.*

- f. ACT 126 Training. The "University" agrees to provide Act 126 Training for its students prior to placement.
- g. BACKGROUND CHECKS. The 'University' agrees to advise students to comply with all of the statutory requirements which require the following current clearances:
 1. Pennsylvania State Police Criminal Records Check (formerly Act 24)
 2. Pennsylvania child Abuse History Clearance (formerly Act 151)
 3. Federal Bureau of Investigations Criminal Clearance (formerly Act 114)
Must be applied for through the Pennsylvania Department of Education.
 4. PA Department of Education Arrest/Conviction Report & Certification (Act 24 Of 2011).

II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. *Establishment of Practicum or Student Teaching.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a practicum or student teaching center. This practicum or student teaching is for students enrolled in the University's B.S. in Education degree program. This practicum/student teaching is required and authorized by law.
- b. *Policies of School District.* The University will review with each student, prior to the assignment any and all applicable policies, codes, or confidentiality issues related to the experience. The School District will provide the University all the applicable information at least six weeks in advance of the Student's participation.
- c. *Administration.* The School District will have sole authority and control over all aspects of student services. The School District will be responsible for and retain control over the organization, and operation of its program
- d. *Removal of Noncompliant Student.* The School District shall have the authority to immediately remove a student who fails to comply with its policies and

procedures. If such a removal occurs, the School District should immediately contact the responsible University Faculty Advisor.

- e. Designation of Representative.* The School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience on the student(s).
- f. Supervision of Students.* The School District shall provide either a practicum site supervisor or a cooperating teacher who will supervise student activities during practicum visit or student teaching.
- g. Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a student's work 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 School District.
- h. Student Records.* The School District, the University, and the University's employees, agents, and students 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 this Agreement.

III. MUTUAL TERMS AND CONDITIONS

- a. Number of Participating Students.* The parties will mutually agree upon the number of students that shall be assigned to the School District for this practicum or student teaching experience.
- b. Term of Agreement.* This agreement shall expire June 30, 2025.
- c. Termination of Agreement.* The University or the School District may terminate this Agreement from any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School District terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- d. Nondiscrimination.* 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. UNIVERSITY students are protected by Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. School District agrees to cooperate with the UNIVERSITY in its investigation of claims of discrimination or harassment.

- e. *Reporting of Sexual Violence and Sexual Harassment.* School District 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:

Dr. Susanne Fenske
Vice President of Student Affairs
840 Wood Street, 103 Carrier
Clarion, PA 16214
814-393-2351

- f. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. *Relationship of Parties.* 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. Additionally, the parties agree that the University's students are independent contractors and not employees of the School District.
- i. *Liability.* Neither of the parties shall assume any liabilities to each other. As to liability to each other or 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 Commonwealth's or the School District's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth, the State System of Higher Education, the University, or the School District.
- j. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.
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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

For: **Warren County School District**

For: **Clarion University of PA**

Board President

Pamela J Gent, Provost and Vice President
For Academic Affairs

Board Secretary

Date

Date