

AFFILIATED SITE AGREEMENT

This Agreement between **MERCYHURST UNIVERSITY** with an address of 501 E. 38th St., Erie, PA 16546 (sometimes hereinafter referred to as the “University”) and the **WARREN COUNTY SCHOOL DISTRICT**, with an address of 6820 Market Street, Russell, PA 16345 (sometimes hereinafter referred to as the “School District”), is established to provide a program of supervised clinical education (sometimes hereinafter referred to as the “student teaching program”) for education students of the University under the following terms and conditions:

RESPONSIBILITIES OF MERCYHURST UNIVERSITY:

1. The University shall be responsible for selecting only those students who have successfully completed all the prerequisite courses and/or previous clinical education experiences. The University shall retain general responsibility for content and methods of instruction, supervision, control evaluation and related matters concerning the structure of the student teaching program and student admission to, dismissal from and participation in and faculty appointments to the student teaching program.
2. The University shall be responsible for informing the School District of the level of training the students have received prior to placement in the student teaching program. The University shall provide the School District with current information about its curriculum and education goals.
3. The University shall be responsible for requiring all participating students and University faculty members to carry health and professional liability insurance and to provide evidence of such insurance upon request of the School District.
4. The University shall be responsible for respecting the confidentiality of information regarding students of the School District and their education records in accordance with the School District’s policies and procedures.
5. The University shall require each student, prior to the start of any student teaching program and at the student’s own expense, to provide proof of compliance with all applicable criminal background check requirements, child abuse clearance requirements, and child abuse training and shall not be permitted to have direct contact with students of the School District until said clearances are provided and approved by the School District. If the above background checks reveal a criminal offense or a founded or indicated report of child abuse, the University and School District shall review these reports and determine whether or not the student may participate in the student teaching program.

If at any time the University learns that any participating student has been arrested for, pled nolo contendere to, or been convicted of a criminal offense or has been named as a perpetrator in a founded or indicated report of child abuse, the University will immediately notify the School District. Each student participating in a practicum shall be advised by the University that he/she must immediately (within 72 hours) notify the University and School District if he/she is arrested for, pleads nolo contendere to, or is

convicted of a criminal offense or has been named as a perpetrator in a founded or indicated report of child abuse.

As a requirement to participate in the student teaching program, each student shall consent to undergo, and pay for, the foregoing background checks and allow the University to provide copies of the background checks to the School District. A student who does not consent to any of the foregoing will not eligible for participation in the student teaching program.

RESPONSIBILITIES OF MERCYHURST UNIVERSITY PARTICIPATING STUDENTS:

1. The participating students shall be required to abide by all local, state, and federal laws, regulations, and ordinances, as well as all School District policies and procedures and the terms and conditions of this Agreement. Should any student fail to do so, he or she may be denied participation in, or removed from, the student teaching program by the School District.
2. The participating students shall be responsible for arranging for his/her own transportation/parking.
3. The participating students shall be responsible for obtaining housing and meals when not provided by the School District.
4. Participating students shall be required, at their cost, to comply with the health status requirements of the School District and/or state regulatory agencies including, but not limited to, tuberculosis testing, physical examinations and other vaccinations as required by the School District or regulatory agency. Proof of compliance must be presented to the School District prior to the commencement of the student teaching program.
5. Participating students shall be responsible for procuring health insurance and professional liability insurance at their own expense. The limits of the professional liability policy shall be a minimum of \$500,000.00 per claim and an aggregate of \$1,000,000.00 per occurrence. The policies must remain in full force and effect for the duration of the student teaching program, and each student must provide the School District with satisfactory proof that the policies are in effect prior to the commencement of the student's participation in the student teaching program.
6. Each participating student shall be required to sign a Confidentiality Agreement, in the form prepared by the School District, with respect to the student's obligation to maintain the confidentiality of the education records and protected health information of the School District's students. Any breach of confidentiality by a participating student (through a violation of FERPA, HIPAA, or otherwise), or any refusal to sign the Confidentiality Agreement provided by the School District, shall be grounds for the School District to deny the student's participation in, or remove the student from, the student teaching program.

RESPONSIBILITIES OF WARREN COUNTY SCHOOL DISTRICT:

1. The School District shall provide a planned, supervised program of education based on objectives compatible with those of the University.
2. Qualified personnel will be provided by the School District to supervise the students directly during the student teaching program. The School District shall designate a staff member (the "Affiliated Site Coordinator") who will be responsible for working with the University and its faculty to coordinate and direct the student teaching program.
3. School District personnel will provide an orientation for the student teachers to the Affiliated Site, administrative policies, standards and practices.
4. The School District agrees to inform both the University and the student concerning the student's level of growth and competence and to complete one or more evaluation reports on forms to be provided by the University.

JOINT RESPONSIBILITIES OF MERCYHURST UNIVERSITY AND WARREN COUNTY SCHOOL DISTRICT:

1. The parties will work together to maintain an environment of quality practical learning experiences and quality educational participation. At the insistence of either party a meeting or conference will be promptly held between the appropriate representatives of each party.
2. The School District, the University, and the University's employees, agents and students shall protect the confidentiality of education records as dictated by the Family Educational Rights and Privacy Act (FERPA).

GENERAL PROVISIONS:

1. It is mutually agreed that no person shall be subject to unlawful discrimination of race, color, religion, sex, national origin, age, veteran status, and/or disability in connection with the student teaching program.
2. The relationship between the parties to this Agreement shall not be construed to constitute a partnership, joint venture, or employment relationship, and the parties agree that the University's students are not employees of the School District.
3. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
4. This Agreement shall commence on December 1, 2017, and shall remain in effect either until June 30, 2021 or until it is terminated for convenience by either party upon 60 days prior written notice of said termination to the other party. Should this Agreement be terminated prior to the completion of a student's participation in a student teaching program, the student may continue the student teaching program until it would have

been concluded absent the termination, unless the student is removed from the student teaching program by the District pursuant to the terms of this Agreement.

5. 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. This Agreement shall only be modified in writing with the same formality as the original Agreement and approved by the School District's Board of School Directors at a public meeting held in compliance with the Sunshine Act.

WARREN COUNTY SCHOOL DISTRICT

President, Board of School Directors

Date

Attest:

Secretary, Board of School Directors

Date

FIELD PLACEMENT DIRECTOR
Mercyhurst University

Date

EDUCATION DEPARTMENT CHAIRPERSON
Mercyhurst University

Date

PROVOST
Mercyhurst University

Date