

**University of Pittsburgh at Bradford
Education Program
300 Campus Drive, Bradford, PA 16701**

School District Affiliation Agreement

This agreement is made this **first** day of **January, 2009** by and between the **University of Pittsburgh at Bradford** (herein after referred to as "University"), a unit of the University of Pittsburgh of the Commonwealth of Pennsylvania System of Higher Education, and the **Warren County School District** (herein after referred to as "School District"). The parties intend to be legally bound to the following terms:

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 four (4) 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.

University will submit written Certificates evidencing that its students and any faculty participating in the placement shall be covered by a policy of general liability insurance for activities on the school District's premises with limits of \$1,000,000 per claim and \$3,000,000 aggregate claims per year.

- e.* The University agrees that it will advise all students and any faculty participating in the placement that they will secure Act 33/34 clearances (including the FBI fingerprinting) and submit them to the School District at least 30 days before they commence the placement. The University also agrees that any participant who has not secured the

required clearances and/or is not acceptable to the School District under the clearances will not be permitted to participate.

- f. In the conduct of its operations hereunder, the University agrees to comply with all local, state and federal laws and regulations applicable at any time. The University shall defend, indemnify, hold free and save harmless the School District from any loss, actions, demands, suits, judgments and claims of any kind (and regardless of when any claims are asserted), including any expense, reasonable attorneys' fees or costs incident thereto, filed or presented by any person or entity in connection with, arising from or in relation to the acts or omissions of the University, its officers, employees, agents, or students, in the conduct and operation of its program on the premises of the School District. The University's obligations in accordance with this provision shall survive the termination of this Agreement.

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 Ed, Teacher Education 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 two (2) 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 programs.
- 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 Supervisor or the Director of Teacher Education.
- e. *Designation of Representative(s).* The School District shall designate a person(s) to serve as a liaison(s) between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the experience of the student(s).

- f. Supervision of Students.* The School District shall provide a cooperating teacher who will supervise student activities during student teaching.
- g. Reporting of Student Progress.* The co-operating teachers from 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 co-operating teacher.
- h. Student Records.* The School District 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 student teaching experience.
- b. Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution.
- c. Termination of Agreement.* The University or the School District may terminate this Agreement for 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.
- e. Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.

- g. 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.
- h. Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.
- i. 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.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as the date previously indicated.

Authorized Signature
University of Pittsburgh at Bradford

By: _____

Dr. Livingston Alexander

President

Date: _____

By: _____

Dr. Steve Hardin

Vice President for Academic Affairs

Date: _____

By: _____

Dr. Donna Armstrong

Division of Management and Education

Date: _____

Authorized Signature
Warren County School District

By: _____

Date: _____