

**STATE SYSTEM OF HIGHER EDUCATION  
EDINBORO UNIVERSITY OF PENNSYLVANIA**

**AFFILIATION AGREEMENT  
WITH A SCHOOL DISTRICT/AGENCY**

**THIS AGREEMENT**, is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between EDINBORO UNIVERSITY OF PENNSYLVANIA, (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter "School District/Agency"), Federal Identification (EIN) number \_\_\_\_\_.

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/Agency.
- 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/Agency or a designated representative at least four (4) weeks prior to the clinical experience.
- 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/Agency, 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 clinical experience, and each student must provide the School District/Agency with satisfactory proof that the policy is in effect prior to the commencement of the student's clinical experience.

The School District/Agency 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. Compensation.* For and in consideration of the placement of student teachers with district cooperating teachers, the University agrees to pay to each cooperating teacher selected to guide the student's experience a stipend as outlined by the Pennsylvania State System of Higher Education's Board of Governors Policy 1988-04. This stipend is in addition to the regular salary paid by the School District or Agency.
- g. Clearance Requirements.* All Students, at their own expense, must provide proof of compliance with the Act 33, 34, and 114 clearance requirements (including FBI fingerprint requirements) and shall not be permitted to have direct contact with students of the School District/Agency until said clearances are provided and approved by the School District/Agency.

## **II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT/AGENCY**

- a. Establishment of Practicum or Student Teaching.* The School District/Agency authorizes the use of its facilities as may be agreed upon by the School District/Agency and the University as a practicum or student teaching center. This practicum or student teaching is for students enrolled in the University's School of Education (insert degree and program). This practicum/student teaching is required and authorized by law.
- b. Policies of School District/Agency.* 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/Agency 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/Agency will have the sole authority and control over all aspects of student services. The School District/Agency will be responsible for and retain control over the organization, and operation of its programs.
- d. Removal of Noncompliant Student.* The School District/Agency 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/Agency should immediately contact the responsible University Faculty Advisor.
- e. Designation of Representative.* The School District/Agency 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/Agency shall provide either a site supervisor or a cooperating teacher who will supervise student activities during clinical experience.
- g. Reporting of Student Progress.* The School District/Agency 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/Agency.

- h. Student Records.* The School District/Agency, 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.
- i. Eligibility Requirements.* Each cooperating teacher selected to supervise the student teacher shall hold a current Pennsylvania certificate in the subject area/grade level to which the student teacher is assigned. The cooperating teacher will have a minimum of three (3) years of full-time teaching experience and have been in his/her current assignment in a school district for a minimum of one (1) year.
- j. Substitute Teaching.* The School District shall comply with the appropriate Pennsylvania statutes prohibiting student teachers to be used as substitute teachers at any time during their student teaching assignments.

### **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/Agency for this clinical experience.
- b. Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution. This Agreement may not exceed a period of five (5) years.
- c. Termination of Agreement.* The University or the School District/Agency 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/Agency 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. Additionally, the parties agree that the University's students are independent contractors and not employees of the School District/Agency.
- h. 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/Agency'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/Agency.

- 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 regard to this relationship.

#### IV. GENERAL PROVISIONS

**Notices.** All notices which either party may be required or desire to give to the other party shall be in writing. Notices sent by mail or courier shall be sent to the following address:

If to the School District/Agency - \_\_\_\_\_

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With a copy to -

Attn:

If to the University - Purchasing and Contracts  
Edinboro University of Pennsylvania  
300 Scotland Road  
220 McNeerney Hall  
Edinboro, PA 16444  
Attn: Darla S. Spaid  
Director of Purchasing and Contracts

With a copy to – School of Education  
Edinboro University of Pennsylvania  
310 Scotland Road  
Edinboro, PA 16444  
Attn: Dr. Nomsa Geleta  
Dean of Education

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

Edinboro University of Pennsylvania

\_\_\_\_\_  
Site Name (Print)

\_\_\_\_\_  
Darla S. Spaid  
Director of Purchasing and Contracts

\_\_\_\_\_  
Authorized Signature

Approved as to form and legality

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Jill C. Fluck  
University Legal Counsel

\_\_\_\_\_  
Site Address