Student Teaching Affiliation Agreement
Between
Gannon University
And
Warren County School District

1. **Parties**: This Agreement is entered into on this _____day of _____, 2013, by and between Gannon University (hereafter sometimes referred to as "University") and Warren County School District located at 589 Hospital Drive, Suite A, North Warren, PA 16365 (hereafter sometimes referred to as "District").

2. **Purpose**: The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of Gannon University may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.

3. **Term**: The term of this Agreement begins _____, 2013, and ends _____, 2017.

4. **Compliance with Handbook and Policy**: Gannon University and Gannon University's participating students shall comply with all policies of the District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and Gannon University. Prior to assignment of students to the District, Gannon University will advise students of any specific requirements that must be met to participate in the clinical. Failure to complete the requirements will result in non-placement of students

5. **Removal:** The District shall have the authority to immediately remove a student who fails to comply with the District's policies and procedures or any applicable law or regulation. If such a removal occurs, the District should immediately contact the University representative identified in Section 9 of this Agreement.

6. **Confidentiality**: Gannon University shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA and HIPPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. Any breach of confidentiality by a participating student shall be grounds for immediate termination of the student's placement. If such a removal occurs, the District should immediately contact the University representative identified in Section 9 of this Agreement.

7. **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 Agreement. This provision shall not be construed to limit the University's or the District's claims or defenses which arise as a matter of law pursuant to any provisions of this Agreement. This provision shall not be construed to limit any claims of sovereign immunity that either the University or the District may be entitled to assert.

8. **Assignment**: The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the Parties hereto. Neither this Agreement nor any of the rights or obligations hereunder may be transferred or assigned without the prior written consent of the other Party.

9. **Notices**: Notices under this Agreement shall be mailed or delivered to the Parties as follows:

University	**District**
	Ms. Sue Turner
_____	HR Supervisor
_____	
Gannon University	Warren County School District
109 University Square	589 Hospital Drive, Suite A
Erie, Pennsylvania 16541	North Warren, PA 16365

10. **Entire Agreement/Modification of Agreement**: This Agreement represents the entire understanding between the Parties. This Agreement may be modified only by written amendment executed by all Parties.

11. **Termination**: Either Party, upon thirty (30) days' written notice to the other Party may terminate this Agreement for convenience.

12. **Governing Law/Forum**

   This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The University consents to the jurisdiction of any court or administrative tribunal of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The University agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

13. **Partnership/Joint Venture/Employment**: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. Additionally, the Parties agree that the University's students, employees and agents are not employees or agents of the District.

14. **Nondiscrimination**: The Parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IS of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The Parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status, or national origin.

15. **Responsibilities of Gannon University**

    A.   The University shall be responsible for the selection of qualified students to participate in the Student Teaching Internships, Practicum and Observations. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered through the Student Teaching Internships, Practicums and Observations.

    B.   The University shall submit the names of the students to the District or a designated representative at least four (4) weeks prior to the commencement of the Student Teaching Internship, Practicum or Observation.

    C.   The University agrees that proof of compliance with the Act 33 and 34 clearance requirements (including the FBI fingerprint requirements) shall be required to be provided to the District by all University students who will have direct contact with students of the District. All costs associated therewith shall be the responsibility of the University student. Additionally, the student agrees to comply with the child abuse training requirements and other requirements of Act 126. Last, so long as this Agreement remains in effect, the student agrees that the student shall be required to immediately notify the District if the student is arrested for any offense other than a summary, traffic violation.

    D.   To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the District of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

    E.   To comply with all federal, state and local statues and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.

    F. Gannon University will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

        i.   Commercial General Liability (Minimum Requirements):

    Limits of Liability:

    $1,000,000 Combined Single Limit
    $2,000,000 General Aggregate
    $1,000,000 Products Aggregate
    $1,000,000 Personal Injury
    $5,000 Medical Payments

Coverage:

Premises/Operation Liability
Medical Payments Liability
Contractual Liability
Personal Injury Liability
Independent Contractors

ii.   Business Auto (Minimum Requirements):

Limits of Liability:

$1,000,000 Combined Single Limit

Coverage:

Business Auto Liability including owned, hired, and non-owned autos

iii.   Certificates of Insurance evidencing that its students and any employee or agent participating in the placement shall be covered by each of the above policies; that the applicable insurance companies are licensed to do business in Pennsylvania; and that any events occurring in Pennsylvania that may give rise to claim are covered by said policies.

G.   The University shall be responsible for providing, and paying for, a University employee to oversee all Student Teaching, Internship, Practicum and Observation programs and to supervise any participating University Students(s).

16. **Responsibilities of the District**

A.   The District and the University shall mutually agree upon the duration of a student's placement and the grade levels in which the student will participate during his/her experience with the District.

B.   The District shall designate a person(s) to serve as a liaison(s) between the Parties who will phone conference periodically with representatives of the University in order to discuss, plan and evaluate the experience of the student(s). The Liason shall be provided at no cost to the University.

C.   The District, as necessary, shall provide a cooperating teacher who will supervise student activities during the Student Teaching, Internships, Practicums and Observations. The cooperating teacher from the 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 cooperating teacher. The cooperating teachher shall be provided at no cost to the University.

D.   The District will provide participating students with immediate first aid for injuries or illnesses occurring on District property, such as blood or body fluid exposure.

In witness whereof, the Parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

ATTEST: **(SEAL)**   WARREN COUNTY SCHOOL DISTRICT

_____   _____(SEAL)

Secretary   By: President, Board of School Directors

GANNON UNIVERSITY

By: _____ (signature)

      Printed Name:
      Title: