

**Student Teaching Affiliation Agreement**  
**Between**  
**University of Phoenix**  
**And**  
**Warren County School District**

1. **Parties:** This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the University of Phoenix with a business address of \_\_\_\_\_ (hereafter referred to as “University”) and Warren County School District located at 589 Hospital Drive, Suite A, North Warren, PA 16365 (hereafter referred to as “District”).
2. **Purpose:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of the 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 October 10, 2014, and ends June 30, 2019.
4. **Compliance with Handbook and Policy:** The University and the University’s participating students shall comply with all policies of the District. Students accepted to the District shall be subject to all applicable policies and regulations of the District and the University relative to the placement. Prior to assignment of students to the District, the University will advise students of any specific requirements that must be met in order to participate. 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:** The 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:** To the fullest extent permitted by law, the University shall defend, release, indemnify and hold harmless the District and the District’s officers, directors, employees, agents and representatives from any and all claims, injuries, liabilities, damages, losses, causes of action, suits or any other rights that may arise as a result of and/or in relation to the acts or omissions of a student, employee, agent, or representative of the University, including any and all expense, legal or otherwise, incurred by the District in the defense of any such claim or the enforcement of this Article. The University’s duties and

obligations in accordance with this provision shall survive the termination of this Agreement and shall cover all claims, regardless of when they are asserted.

8. **Assignment:** 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**

\_\_\_\_\_  
\_\_\_\_\_  
University of Phoenix

**District**

Ms. Sue Turner  
HR Supervisor  
Warren County School District  
589 Hospital Drive, Suite A  
North Warren, PA 16365

10. **Termination:** Either Party, upon thirty (30) days' written notice to the other Party, may terminate this Agreement for convenience.
11. **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.
12. **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.
13. **Nondiscrimination:** The Parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX 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.
14. **Responsibilities of the 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 all applicable criminal background and child abuse clearance 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 comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitation, laws relating to the confidentiality of student records.

E. 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 Student(s).

F. The 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 Personal Injury

ii. 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.

#### 15. **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 teacher 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.

16. **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 the Parties hereto and approved by the District's Board of School Directors.

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_(SEAL)  
By: President, Board of School Directors

UNIVERSITY OF PHOENIX

By: \_\_\_\_\_(signature)

Printed Name:  
Title: