



## **IUP EDUCATOR & CLINICIAN PREPARATION FIELD EXPERIENCE AGREEMENT**

This agreement establishes the relationship between Indiana University of Pennsylvania (referred to as the "University"), an educational institution in the State System of Higher Education, Commonwealth of Pennsylvania and Warren County School District (referred to as the "Organization").

The University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting (referred to as "IUP field experience").

The Organization is able to provide practical experience pursuant to the terms of this agreement and serve as an IUP field experience site offering facilities, resources, and supervision to students.

Both parties agree to the following:

### **I. Duties and Responsibilities of the University and its Students**

1. The University shall determine eligibility for students registering in an IUP field experience for academic credit.
2. The University shall determine the amount of academic credit to be earned through the IUP field experience and establish all academic requirements that the student must meet to earn the credit. The University shall establish a grading system and criteria to earn the grade upon completion of the IUP field experience.
3. The University will assign a faculty member to monitor and evaluate the student's performance during the IUP field experience and be responsible for all costs associated with faculty supervision of the student.
4. Upon notification by the Organization of failure of the student to comply with University guidelines and procedures for the field experience program, the University may remove the student from the IUP field experience.
5. The Organization 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.
6. University students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be at a minimum of \$1,000,000.00 per claim. This policy must remain in full force and effect for the duration of the IUP field experience, and each student must provide the Organization with satisfactory proof that the policy is in effect prior to the commencement of the IUP field experience.



7. For and in consideration of 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. In accord with the aforementioned Policy 1988-04, compensation is not extended to district teachers working with University students in pre-clinical, practicum field experiences.
8. The University's Teacher Education Office may designate a faculty member to serve as a liaison between the parties who will meet periodically with representatives of the Organization in order to discuss, plan and evaluate the experience of the student(s).
9. The student teacher or educational specialist candidate, at his/her own expense, must 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 Organization until said clearances are provided and approved by the Organization. If the above background checks reveal a criminal offense or a founded or indicated report of child abuse, the University and Organization shall review these reports and determine whether or not the individual may participate in the IUP field experience.

Each student teacher or educational specialist candidate participating in the IUP field experience will be advised by the University that he/she must immediately (within 72 hours) notify the University and Organization 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. If at any time the University learns that any student teacher or educational specialist 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 Organization.

As a requirement to participate in the IUP field experience, each student teacher or educational specialist shall consent to undergo, and pay for, the foregoing background checks. A student who does not consent to any of the foregoing will not be eligible for participation in the IUP field experience. The candidate must present an original of each clearance to the Organization. The Organization will make a copy of the originals and then return the original of each clearance to the candidate.

10. Each student teacher or educational specialist candidate shall be required, at his/her cost, to comply with the health status requirements of the Organization and/or state regulatory agencies including, but not limited to, tuberculosis testing, physical examinations and other vaccinations as required by the Organization or regulatory agency. Proof of compliance must be presented to the Organization prior to the commencement of the IUP field experience.
11. The participating students shall be required to abide by all laws, regulations, and policies and procedures of the Organization. Should any student fail to abide by any law, regulation, policy, procedure, or term of this agreement, he or she may be denied participation in, or removed from, the IUP field experience by the Organization.



## **II. Duties and Responsibilities of the Organization**

1. The Organization agrees to prepare an IUP field experience description that outlines the duties and responsibilities of the student. The University will use this document to determine the suitability of the IUP field experience for academic credit.
2. The Organization agrees to notify the University of any Field Experience Participation Requirements, such as background investigations, drug testing, and health screenings.
3. The Organization reserves the right to select students based on the Organization's needs and preferences.
4. The Organization may determine the schedule that the student will maintain on premises.
5. The Organization acknowledges it will not be compensated by the University for the IUP field experience and the Organization shall be solely responsible for determining the amount of compensation, if any, received by the student. The Organization will inform the University if the student will receive an hourly wage, stipend or if they will serve in a non-paid capacity.
6. The Organization agrees to provide suitable space and resources for the student to complete the field experience assignment. The Organization will provide orientation, training, and supervision.
7. The Organization shall provide either a site supervisor or a cooperating teacher who will supervise student activities during the clinical experience or student teaching.
8. The Organization shall provide mutually agreed upon information on a student's IUP field experience.
9. The Organization agrees to make reasonable accommodation to the University's request for a faculty site visit during a student's IUP field experience.
10. Should the Organization become dissatisfied with the performance of a student, the Organization may request the IUP field experience be terminated. If for any reasons the IUP field experience should be terminated, the organization should notify the University.
11. For Teacher Education placements, each cooperating teacher or practicum teacher selected to supervise the student teacher or practicum student shall hold a current Pennsylvania certificate in the subject area/grade level to which the student is assigned. The teacher will have a minimum of three (3) years of full-time experience and have been in his/her current assignment for a minimum of one (1) year.
12. The Organization 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**

1. This agreement will last for five (5) years from the date of the final signature below. Either the University or the Organization may terminate this agreement for convenience with ninety (90) days' notice. In the event of a substantial breach, either party may terminate this agreement. Should the Organization wish to terminate the agreement prior to the completion of a semester/term, any student intern(s) will have the opportunity to complete their IUP field



experience unless the student has been removed from the IUP field experience pursuant to the terms of this agreement.

2. 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 VII of the Civil Rights Act of 1964 in regard to sex, race, color, national origin, and religion, Title IX of the Education Amendments of 1972 in regards to sex and other applicable laws, as well as the provisions of the Americans with Disabilities Act. The Organization agrees to cooperate with the University in its investigation of claims of discrimination or harassment.
3. The Organization shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator, Phone: (724)-357-3402, title-ix@iup.edu. The site shall identify resources, such as medical care and counselling that are available to any student who has been the victim of sexual assault, dating violence, domestic violence or stalking.
4. The laws of the Commonwealth of Pennsylvania shall govern this agreement.
5. The relationship between the parties to this agreement to each other is that of independent contractors. The relationship of the parties to this agreement with each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. It is agreed that no student teacher or educational specialist candidate shall be considered an employee of the Organization.
6. 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 Commonwealth's or the Organization's rights, 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 the sovereign immunity of the Commonwealth, the State System of Higher Education, the University, or the Organization.
7. The Organization and University shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA). Each student teacher or educational specialist candidate shall be required to sign a FERPA Confidentiality Agreement form prepared by the District, prior to the commencement of the IUP field experience.
8. This agreement represents the entire understanding between the parties. This agreement shall only be modified in writing with the same formality as the original agreement.



The authorized representatives of the parties have executed this agreement as of the date indicated below.

Indiana University of  
Pennsylvania

Warren County School  
District

\_\_\_\_\_  
Dr. Timothy S. Moerland,  
Provost & VPAA

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
**For IUP**

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**For Site**

Warren County School District

\_\_\_\_\_  
Teacher Education Office

\_\_\_\_\_  
104 Stouffer Hall, Indiana, PA 15705

\_\_\_\_\_  
Site Name

6820 Market Street Russell, PA 16345

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

\_\_\_\_\_  
724-357-2485; srieg@iup.edu

\_\_\_\_\_  
814.723.6900; stewarta@wcsdpa.org

\_\_\_\_\_  
Site Phone and Email Address

EFFECTIVE DATE OF AGREEMENT is the date of last signature.