

## MERCYHURST UNIVERSITY

### *Affiliation Agreement with a School District for Initial Certification Field Experience/Practicum and Student Teaching Placements*

THIS AGREEMENT is made this 18<sup>th</sup> day of September, 2023, by and between Mercyhurst University (hereinafter referred to "university" and the school district, Wattsburg Area School District (hereinafter "School District.") This agreement is for the placement of Field Experience/Practicum and/or Student Teacher Candidates (hereinafter "Candidates") in the Wattsburg Area School District. The parties intend to be legally bound to the following terms:

#### I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. Selection of Candidates. The University shall be responsible for the selection of qualified candidates to participate in the field experience/practicum or student teaching experience. Selected candidates must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District.
- b. Education of Candidates. The University shall assume full responsibility for the classroom education of its candidates. The University shall be responsible for the administration of the candidates' preparation program, the curriculum content and the requirements of matriculation, grading, and graduation.
- c. Submission of Candidates' Names. The University shall submit the names of the candidates to the School District or a designated representative at least four weeks prior to the field experience/practicum or student teaching assignment.
- d. Advising Candidates of Rights and Responsibilities. The University will be responsible for advising candidates of their own responsibilities under this Agreement. Candidates shall be advised of their obligations to abide by the policies and procedures of the School District, and should any candidates fail to abide by any policy and/or procedure, they may be removed from the field experience/practicum or student teaching placement. Candidates must have, and will provide to the school district, all current state- mandated clearances.
- e. Professional Liability Insurance. The University shall be responsible for providing professional liability insurance for candidates at its 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 field experience or student teaching assignment.
- 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 candidate's experience a stipend to be determined by the University. This stipend is in addition to the regular salary paid by the School District or Agency. There is no compensation for School District personnel who guide the field experience/practicum candidates.

## II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

**a. Establishment of Field Experience 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 field experience/practicum or student teaching center. This field experience or student teaching is for candidates enrolled in the University's Teacher Education Programs. This field experience or student teaching is required and authorized by law.

**b. Policies of School District.** Prior to the field experience or student teaching assignment, the University will review with each candidate all applicable policies, codes or confidentiality issues related to the experience. The School District will provide the University all the applicable information and materials at least two weeks in advance of the candidate's participation.

**c. Administration.** The School District will have the sole authority and control over all aspects of services for its students. The School District will be responsible for and retain control over the organization and operation of its programs.

**d. Removal of Noncompliant Candidates.** The School District shall have the authority to immediately remove any candidates who fail to comply with its policies and procedures. If such a removal occurs, the School District will immediately contact the University's Coordinator of Clinical Experiences.

**e. Designation of Representative.** The School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University to discuss, plan, and evaluate the experience of the candidates.

**f. Supervision of Candidates.** The School District shall provide a cooperating teacher who will supervise candidate activities during field experience visits or student teaching.

**g. Reporting of Candidates' Progress.** The School District shall provide all reasonable information requested by the University on the candidates' work performance. If there are any written candidate evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.

**h. Student Records.** The School District shall protect the confidentiality of District student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information without 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 a candidate shall hold a current Pennsylvania certificate in the subject area/grade level to which the candidate is assigned. All cooperating teachers for student teaching experiences will possess a minimum of three (3) years of full-time teaching

experience and will have been in their current assignments in the school district for a minimum of one (1) year.

j. **Substitute Teaching.** The School District shall comply with the appropriate Pennsylvania statutes prohibiting field experience/practicum students and/or student teachers to be used as substitute teachers at any time during their field experience or student teaching assignments.

### III. MUTUAL TERMS AND CONDITIONS

a. **Number of Participating Candidates.** The parties will mutually agree upon the number of teacher candidates who shall be assigned to the School District for a field experience/practicum or student teaching experience.

b. **Term of Agreement.** The term of this Agreement shall be five (5) years from the date of execution. The Agreement may not exceed a period of five (5) years.

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 teacher candidates enrolled at that time may continue their field experiences/practicum or student teaching assignments until they normally would have been concluded without 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, and national origin, Title IX of the Educational 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. 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 University's rights, claims, or defenses which arise as a matter of law pursuant to any provisions of this contract.

**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.

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

Mercyhurst University

Wattsburg Area School District

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Authorized Signature

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Authorized Signature

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Print Name/Title

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

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Date

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Date

Exhibit