

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

**AFFILIATION AGREEMENT
FOR AN ACADEMIC EXPERIENCE SITE**

THIS AGREEMENT, is made this 16 day of August, 2021, 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 WATTSBURG AREA SCHOOL DISTRICT, 10782 Wattsburg Road, Erie, PA 16509, (hereinafter "Site"), Federal Identification (EIN) number 25-1201520.

The parties intend to be legally bound to the following terms:

BACKGROUND

WHEREAS, Site is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students enrolled in the School of Education; and

WHEREAS, the University is an educational institution that provides a degree in the area of Education; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a professional setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University whereby its students may receive professional experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

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 Site.

- 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 Site 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 Site, 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.

The Site 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 Finance and Risk 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 Site.

II. DUTIES AND RESPONSIBILITIES OF SITE

- a. *Establishment of Practicum or Student Teaching.* The Site authorizes the use of its facilities as may be agreed upon by the Site 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. This practicum/student teaching is required and authorized by law.
- b. *Policies of Site.* 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 Site will provide the University all the applicable information at least two (2) weeks in advance of the Student's participation.
- c. *Administration.* The Site will have the sole authority and control over all aspects of student services. The Site will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* The Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the Site should immediately contact the responsible University Faculty Advisor.
- e. *Designation of Representative.* The Site 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 Site shall provide either a site supervisor or a cooperating teacher who will supervise student activities during clinical experience.
- g. *Reporting of Student Progress.* The Site 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 Site.
- h. *Student Records.* The Site 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 Site shall comply with the appropriate Pennsylvania statutes and permit student teachers to serve as a non-paid substitute in the event of an emergency, for no more than 2 days, with the permission of the Site and University Faculty Advisor.

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 Site 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 Site 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 Site 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 (ADA). University students are protected by Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the ADA. Site agrees to cooperate with the University in its investigation of claims of discrimination or harassment.
- e. Reporting of Sexual Violence and Sexual Harassment:* Site 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, Mr. Andrew Matt, at 814.732.1564 or TitleIX@edinboro.edu.

- f. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- h. *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.
- i. *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 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 or of the State System of Higher Education or the University.
- j. *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 Site: Wattsburg Area School District
10782 Wattsburg Road
Erie, PA 16509

With a copy to:

If to the University: Edinboro University of Pennsylvania
219 Meadville Street, Reeder Hall
Edinboro, PA 16444

Legal: Mr. John Hynes, Vice President of Finance and Administration
Academic: Dr. Michael Hannan, Provost & Vice President for Academic
Affairs

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

Edinboro University of Pennsylvania

Wattsburg Area School District

Dr. Michael Hannan
Provost & Vice President for
Academic Affairs

Authorized Signature
Kenneth A. Berlin
Superintendent

Date

08.16.2021
Date

For Review