

AFFILIATION AGREEMENT FIELD EXPERIENCES

THIS AGREEMENT is made, effective the date of last signature below, by and between **THE PENNSYLVANIA STATE UNIVERSITY**, a state-related institution and instrumentality of the Commonwealth of Pennsylvania subject to the Pennsylvania nonprofit corporation laws, with a principal place of business at 201 Old Main, University Park, PA, on behalf of its
York _____ campus(es), (hereinafter referred to as "University"), and the school district, Dover Area School District, (hereinafter "School District"). The parties intend to be legally bound to the following terms:

DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Selection of Student Candidates.* The University shall be responsible for the selection of qualified candidates to participate in field experiences or student internships. Selected candidates must have the appropriate educational background and skills consistent with the agreed upon required educational experience with the School District.
- b. *Education of Students.* The University shall assume full responsibility for the classroom and classroom education of its candidates. 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 candidates to the School District or a designated representative at least two weeks prior to the field experience or student internships.
- d. *Background Checks.* The University acknowledges that placement of each candidate at the School District may be contingent upon the provision of background check information dated less than one year prior to the commencement of the clinical education placement. All candidates will obtain a minimum of the following three (3) criminal clearances as required by PA Clearance/Background Checks: PA Criminal History (Act 34); FBI (Act 114); and PA Child Abuse Clearance (Act 151), as well as evidence of a negative result from a Valid Tuberculosis (TB) test. The failure to obtain such certifications shall result in the participating candidate's exclusion from the District.
- e. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the candidate of their own responsibilities under this Agreement. The candidate shall be advised of their obligations to abide by the policies and procedures of the School District, and should any candidate fail to abide by any policy and/or procedure, they may be expelled from the program.
- f. *Professional Liability Insurance.* Candidates shall be responsible for procuring and maintaining professional liability insurance through PSEA membership at their own expense. PSEA membership ensures candidates up to \$1,000,000.00. This policy must

remain in effect for the field experience, student teaching/residency, or student internship.

- g. *Removal of Candidates.* The University reserves the right to remove a candidate from a field experience, student teaching/residency, or student internship when it is in the best interest of the candidate.

DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. *Establishment of Field Experiences or Student Internship.* The School District authorizes the use of its facilities as agreed upon by the School District and the University during the field experience or student internship. This experience is for candidates enrolled in the University's teacher education/certification program.
- b. *Policies of School District.* The University will review with each candidate, prior to the placement, any and all applicable policies, codes or confidentiality issues related to the experience. The School District will provide the University all the applicable information at least two weeks in advance of the student's participation.
- c. *Administration.* The School District will have sole authority and control over all aspects of K-12 student services. The School District will be responsible for and retain control over the organization and operation of its programs.
- d. *Removal of Noncompliant Candidate.* The School District shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the School District should immediately contact the University Field Experience and Clinical Coordinator.
- 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 candidate(s).
- f. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a candidate's performance. If there are any evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the cooperating teacher.
- g. *Student Records.* The School District shall protect the confidentiality of candidates' records as dictated by the family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the candidate unless required to do so by law or as dictated by the terms of this Agreement.

MUTUAL TERMS AND CONDITIONS

- a. *Number of Participating Students.* The parties will mutually agree upon the number of candidates that shall be assigned to the School District for the field experience or student internship.

- b. *Term and Termination of Agreement.* The term of this Agreement shall begin on the effective date and shall continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for any number of additional one (1) year terms unless otherwise sooner terminated, but in no event shall the total term of the contract exceed five (5) years. 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 students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 regarding 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.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *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.
- g. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries, or death to persons, or damages to property, the parties do not waive any defense because of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.
- h. *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.

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date of last signature below.

The Pennsylvania State University

School District

Signature

Signature

Printed Name/Position of Authorizing Agent
On behalf of The Pennsylvania State University

Printed Name/Position of Authorizing Agent

Date: _____

Date: _____