

AFFILIATION AGREEMENT
PENN STATE Erie, The Behrend College TEACHER EDUCATION

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 Penn State Erie, The Behrend College campus(s), (hereinafter referred to as “University”), and the school district, Girard 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 Teacher Candidates.* The University shall be responsible for the selection of qualified candidates to participate in field experiences, student teaching/residency, 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 of the School District at least two weeks prior to the field experience, student teaching/residency, or student internships. If the School District rejects a Candidate for any reason, it shall provide notice to the University as soon as possible.
- d. *Background Checks.* The University acknowledges that placement of each candidate at the School District **is** 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 the following criminal clearances as required by PA Clearance/Background Checks: PA Criminal History (Act 34); FBI (Act 114); and PA Child Abuse Clearance (Act 151), a PDE 6004 Arrest/Conviction Report and Certification Form, child Abuse Recognition Training (Act 126), a physical form 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. University will advise students of their responsibility to provide a copy of all such clearances to School 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. *Supervision and Support of Candidates.* The University will provide faculty supervision for each teacher candidate throughout the placement. The supervisor will make periodic visits to the classroom to observe and provide feedback to the candidate.
- h. *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.
- i. *Financial Consideration.* The University will pay a lump sum of \$500 to each teacher who mentors a teacher candidate throughout the full student teaching experience (EDUC 490). The payment will be distributed directly to the mentor teacher at the end of the semester in which they host a teacher candidate. This Agreement is not intended to and shall not be construed to create an employment relationship between the University and the cooperating teacher.
- j. *Student Records; FERPA.* The University acknowledges that the education records of School District students are protected by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g ("FERPA"). The University agrees to comply with the requirements of FERPA and to protect the privacy of education records concerning any School District student under this Agreement.

DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. *Establishment of Field Experiences, Student Teaching/Residency, or Student Internship.* The School District authorizes the use of its facilities as agreed upon by the School District and the University as a field experience, student teaching/residency, or student internship. This experience is for candidates enrolled in the University's teacher education/ certification program, and this field experience, student teaching/residency, or student internship is required and authorized by law.
- b. *Policies of School District.* The University will review with each candidate, prior to the placement, any and all applicable School District 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 candidate 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. *Mentoring of Candidates.* The School District shall provide a cooperating teacher who will

mentor the candidates and guide their experiences throughout the placement.

- g. *Reporting of Student Progress.* The School District shall provide all reasonable information requested by the University on a candidate's teacher 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.
- h. *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, student teaching/residency, 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. *Data Security; Incident Notification.* The Parties acknowledge and agree to implement commercially reasonable measures to protect the confidentiality, integrity, and availability of all information and records pertaining to education records, as well as any information identified as confidential or sensitive by one party or the other. In the event a party experiences a security incident or breach that involves education records, that party shall inform the other party within 48 hours of its discovery and it shall conduct a reasonable prompt investigation of the same. To the extent that any such breach of security incident requires notification to any individuals under applicable law, the party experiencing the breach of security incident shall bear all reasonable costs associated therewith.
- d. *Notices.* All notices, requests and other communications pursuant to this Agreement shall be in writing and sent by first class mail to each party to the following address:

UNIVERSITY:

Office of the Vice President for Commonwealth Campuses

111 Old Main

University Park, PA 16802

814-863-0327

SCHOOL DISTRICT:

Girard School District

1203 Lake Street

Girard, PA 16417

Angel Ghastin

814-774-4006

angel.ghastin@girardsd.org

- e. *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.
- f. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement. Disputes arising under, or related to, this Agreement shall be brought and maintained in the state and federal courts having jurisdiction over Erie County, Pennsylvania.
- 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. Neither party has the authority to act on behalf of the other by virtue of the Agreement.
- i. *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.
- 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.
- k. *Right-to-Know.* The Pennsylvania Right-to-Know Law (“RTKL”), 65 P.S. §§ 67.101-67.3104, as amended or replaced, applies to this Agreement. Unless University provides School District, in writing, with the name and contact information of another person, School District shall notify University using the information provided in this Agreement if School District needs University’s assistance in any matter rising out of the RTKL. University shall notify School District in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification to University the School District has received a request for records under the RTKL which pertains to the services contemplated by this Agreement, University shall fully assist School District in responding to the request. Such assistance shall include at a minimum, providing School within five (5) business days, access to, and copies of, any document or information arising out of the Agreement in University’s possession that School District deems a Public Record (“Requested Information”) and providing such other assistance School District may request.

If University fails to provide the Requested Information to School District within the required time period the failure shall be considered an Event of Default, and University shall pay, indemnify and hold School District harmless for any damage, penalties, detriment, or harm the School District may incur as a result of University's failure, including reasonable attorney's fees incurred by School in the administration of the Right-to-Know request and appeal therefrom.

University's duties under this section shall service the termination or satisfaction of this agreement as long as University has Requested Information in its possession.

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

Richard Brown, Board President

Printed Name/Position of Authorizing Agent

Date: _____

Date: _____