

AFFILIATION AGREEMENT

THIS AGREEMENT, is made this 13th day of January, 2021, by and between The Pennsylvania State University, (HEREINAFTER REFERRED TO AS “University”), an educational institution in the, Commonwealth of Pennsylvania and the school district, BALDWIN WHITEHALL SCHOOL DISTRICT (hereinafter “School District”). The parties intend to be legally bound to the following terms:

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

- a. *Selection of Students.* The University shall provide 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 School District.
- 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.*
 - i. The University shall submit the names of the students to the School District or a designated representative prior to the practicum assignment or student teaching. All student teachers will have completed Act 34 Criminal record, Act 151 Child Abuse Clearances and Federal Bureau of Investigation Criminal Clearance (Act 114) through the Pennsylvania Department of Education.
 - ii. The University agrees to inform its students that they must undergo a tuberculin skin test prior to placement. It will be the student’s responsibility to provide the School with a form, completed and signed by the physician responsible for performance of the test that indicates either (1) a nonsignificant Mantoux test reaction using the two-step skin test procedure, or a nonsignificant multiple puncture test reaction; or (2) a significant tuberculin skin test reaction, with a negative chest x-ray for current tuberculosis disease.
 - iii. *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 School District and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.

- iv. *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 practicum or student teaching assignment.

II. **DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT**

- a. *Establishment of Practicum 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 practicum or student teaching center. This practicum or student teaching is for students enrolled in the University's teacher preparation programs. This practicum/student teaching is required and authorized by law.
- b. *Policies of School District.* 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 School District will provide the University all the applicable information as students begin their field experiences.
- c. *Administration.* The School District will have sole authority and control over all aspects of student services. The School District will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* 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 Office of Field Services.
- 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 in order to discuss, plan and evaluate the experience on the student(s).
- f. *Supervision of Students.* The School District shall provide either a practicum site supervisor or a cooperating teacher who will supervise student activities during practicum visit or student teaching.
- g. *Reporting of Student Progress.* The School District 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 School District.
- h. *Student Records.* The School District 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.

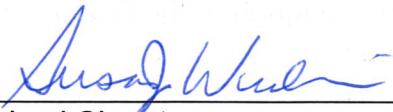
III. **MUTUAL TERMS AND CONDITIONS**

- a. *Number of Participating Students.* The parties will mutually agree upon the number of students that shall be assigned to the School District for this practicum or student teaching experience.
- b. *Term of Agreement.* The term of this Agreement shall be 5 years from the date of execution. This Agreement may not exceed a period of five 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 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.
- 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, 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 as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.
- 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 regards to this relationship.

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

The Pennsylvania State University
University or College

Baldwin-Whitehall School District
School/School District (Print)


Authorized Signature

Authorized Signature

Susan J. Wiedemer, Assistant Treasurer
Print Name/Title

Print Name/Title

Dean's Signature

Date

Dean's Name (Print)

Date