

**AFFILIATION AGREEMENT BETWEEN
PENN STATE YORK and
SPRING GROVE AREA SCHOOL DISTRICT**

THIS AGREEMENT is made this ____ day of ____, 2023 by and between PENN STATE YORK (hereinafter referred to as "University"), and SPRING GROVE AREA SCHOOL DISTRICT (hereinafter referred to as "School District"). The parties intend to be legally bound to the following terms:

1. 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 education 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, and the requirements of matriculation, grading and graduation.
- c. *Submission of Candidates.* The University shall submit the names of the students to the School District or a designated representative at least 2 weeks prior to the practicum assignment or student teaching.
- 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 School District. They will also be advised that any personally identifiable information they receive regarding District students shall be maintained in strict confidence in accordance with FERPA, 20 U.S.C. § 1232g, and shall release no information absent written consent of the District student unless otherwise permitted to do so by law. Should any University student fail to abide by any policy and/or procedure, he or she may be expelled from the program.
- e. *Supervision of Students.* In cases of Student Teachers, the University shall assign a University supervisor to act as a liaison between the University student, cooperating teacher and the University. University Supervisors will visit the School District site and observe the University students during scheduled visits. Specific responsibilities will be outlined in Student Teaching handbooks. Handbooks will be provided to cooperating teachers prior to practicum and/or student teaching experience.
- f. *Professional Liability Insurance.* The University will advise all student teachers or practicum students that they are required, as a condition of the program, to carry professional liability insurance in an amount satisfactory to the School District and to provide proof of coverage to the School District. The School District will notify the University, in writing, of the liability insurance requirements prior to commencement of the program.
- g. *General Liability Insurance.* The University shall maintain a general liability policy that applies to student teachers and practicum students. This policy will remain in full force and effect for the duration of the practicum or student teaching assignment.
- h. *PA Criminal History Check, Child Abuse Clearance, FBI Criminal Record Check and TB Test.* Pursuant to 24 P.S. Section 1-111, the University shall advise all students registered for student teaching that they are required to secure a state criminal record check, state Child Abuse clearance, a federal (FBI) criminal record check and a TB test. The students must secure all clearances prior to the student teaching assignment and all clearances must be less than one (1) year old. Failure to comply with these requirements will result in the student being rejected from their teaching assignment.

2. DUTIES AND RESPONSIBILITIES OF THE 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 Education Certification. 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. Prior to the practicum assignment or student teaching, the School District will provide the University with all applicable policies, codes or confidentiality issues related to the experience.
- 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 University Chair of the Education Department.
- e. *Supervision of Students.* The School District shall provide a cooperating teacher who will supervise student activities during practicum visit or student teaching. Cooperating teachers mentoring University student teachers shall be tenured and have a minimum of 3 years of instruction within said School District. Cooperating teachers mentoring University junior-level methods students shall be tenured and have a minimum of 1 year of instruction within said School District. Cooperating teachers of methods students and student teachers shall collaborate with University-assigned University supervisors regarding the University students' practicum / student teaching experience.
- f. *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 in his/her current assignment in a school district for a minimum of one year.
- g. *Reporting 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 otherwise permitted to do so by law or as dictated by the terms of this Agreement.

3. 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 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 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, and 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 understanding 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.

Penn State York

Spring Grove Area School District

Authorized Signature

Authorized Signature

Printed Name

Dr. George W. Ioannidis

Printed Name

Title

Superintendent of Schools

Title

Date

Date