

# SLIPPERY ROCK UNIVERSITY SCHOOL DISTRICT AFFILIATION AGREEMENT

**THIS AGREEMENT**, effective, date of last signature (Effective Date) is between **SLIPPERY ROCK UNIVERSITY OF PENNSYLVANIA**, (herein after referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the **XXXXXXX 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 be responsible for the selection of qualified students to participate in the experiential learning activity (ELA), including but not limited to field experiences, practicums, student teaching, and internships. 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.* The University shall submit the names of the students to the School District or a designated representative at least eight (8) weeks prior for student teachers and two (2) weeks for athletic training students.
- d. *Advising Students of Rights and Responsibilities.* The University will be responsible for advising the student of their own responsibilities under this Agreement. The student shall be advised of their 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.
- e. *Professional Liability Insurance.* If applicable, 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 ELA.
- f. *Compensation for Supervising Student Teachers.* 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 School District or Agency.
- g. *Clearances.* The student completing an ELA will provide all currently required background clearances (Act 114, Act 34, Act 151, Act 24, Act 126 and TB test) to their ELA supervisor, who is responsible for maintaining a copy of all clearances. The candidate will retain the original of all clearances.

The School District 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 Risk and Insurance 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.

## II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT

- a. *Establishment of ELA.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a experiential learning center. Student teachers are enrolled in the University's B.S./M.S. in Ed, Teacher Education Program. Students completing AT ELA are enrolled in University's Masters of Science in Athletic Training program. These ELA are required and authorized by law.
- b. *Policies of School District.* The School District has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the School District will provide students and faculty with access to appropriate resources for Experiential Learning Activities including: a) access to students at School District facilities in an appropriately supervised environment, in which the students can complete the University's curriculum; b) student security badges or other means of secure access to classrooms and care areas; c) access and required training for AT students in the proper use of electronic medical records or paper charts, if applicable; d) computer access; e) secure storage area for students' personal items when on School District property.
  - i) The University will provide each student, prior to their assignment, any and all applicable policies, procedures, codes or confidentiality issues related to the experience. The School District will provide the University all the applicable information at least eight (8) weeks in advance of the Student's participation.
  - ii) The School District will provide for the orientation of the AT students.
- 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 responsible University Faculty.
- e. *Designation of Representative(s).* 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 of the student(s).
- f. *Supervision of Students.* The School District shall provide either a site supervisor/preceptor or a cooperating teacher who will supervise student activities during ELA,
- g. *Reporting of Student Progress.* The co-operating teachers and or site supervisors/preceptors from 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.
- i. *Eligibility Requirements.*
  - a. *Cooperating Teacher* 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. The cooperating teaching will be co-selected. The School District will nominate cooperating teachers who have a strong record of demonstrating the competencies outlined in

the Danielson framework and demonstrating the disposition to effectively mentor teacher candidates. The University will select from those who are nominated by considering the School District's recommendation, the cooperating teacher's past performance with field or student teachers, conversations with the School District, and/or the cooperating teacher's performance in University student teaching mentorship professional development workshops.

- b.) Supervising Preceptor.* Each supervisor/preceptor selected to supervise AT students shall hold current Pennsylvania Board of Medicine licensure to practice as an athletic trainer as well as certification by the Board of Certification. The supervisor/preceptor shall also hold a National Provider Identifier (NPI) number and complete preceptor training with the University.
- j. Substitute Teaching.* The School District shall comply with the appropriate Pennsylvania statutes regarding the use of student teachers as a substitute teacher at any time during their student teaching assignments. The student teacher is required to comply with the applicable University policy regarding substitute teaching.
- k. Quality Standards.* The School District will retain full authority for patient/client care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. Students will have the status of trainees; are not to replace School District staff; and are not to render unsupervised care and or services. All services rendered by students must have educational value and meet the goals of the education program. School District and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and the student's level of training.
- l. Safety.* School District agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury while at the School District, the School District, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including where applicable: examination and evaluation by the closest emergency department or other appropriate facility as soon as possible after the injury as necessary; initiating of the HBV, Hepatitis C (HCV), and or HIV protocol as necessary and HIV counseling and appropriate testing as necessary. In the event the School District does not have the resources to provide such emergency care, the School District will refer such student to the nearest emergency facility. Students shall bear financial responsibility for any charges.

### **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 each ELA.
- b. Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution.
- 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. SRU students are protected by the 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. The School District agrees to cooperate with SRU in its investigation of claims of discrimination or harassment.

- e. *Reporting of Sexual Violence and Harassment.* The School District 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, 724-738-2016.
- 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 the parties shall assumes any liabilities to each other, except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damage 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.
- 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 regards to this relationship.

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

**Slippery Rock University of Pennsylvania**

**XXXXXX School District**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title,

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

AT Preceptor Document