AFFILIATION AGREEMENT FOR INTERNSHIP/PRACTICUM PRE-CLINICAL and STUDENT TEACHING
between
INDIANA UNIVERSITY OF PENNSYLVANIA
and

(Site)

THIS AGREEMENT, is made this **___ day of _____ ____**, by between **INDIANA UNIVERSITY OF PENNSYLVANIA**, (herein after referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the, (hereinafter after referred to as "Site"). 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 practicum, internship, 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/Hospital/Agency.

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 placement site or a designated representative at least six (6) weeks prior to the practicum assignment, internship, 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 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. 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.

The Site 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.*

f. *Compensation.* For and in consideration of 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. In accord with the aforementioned Policy 1988-04, compensation is not extended to district teachers working with University students in pre-clinical, practicum field experiences.

g. *Designation of Representative.* The University's Associate Dean for Teacher Education may designate the Director of Field Placements to serve as a liaison between the parties who will meet periodically with representatives of the site in order to discuss, plan and evaluate the experience of the student(s).

II. DUTIES AND RESPONSIBILITIES OF SITE

a. *Establishment of Practicum, Internship, or Student Teaching*. The Site authorizes the use of its facilities as may be agreed upon by the Site and the University as a practicum, internship, or student teaching center. This practicum, internship, or student teaching is for students enrolled in the University's Pennsylvania Department of Education's approved Education Preparation Programs. This practicum/internship/student teaching is required and authorized by law.

b. *Policies of Site.* 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 Site will provide the University all the applicable information at least four (4) weeks in advance of the Student's participation.

c. *Administration.* The Site will have sole authority and control over all aspects of student services. The Site will be responsible for and retain control over the organization, and operation of its programs.

d. *Removal of Noncompliant Student.* The Site shall have the authority to immediately remove a student who fails to comply with its policies and procedures. If such a removal occurs, the Site should immediately contact the responsible University Faculty Supervisor or the University's Associate Dean for Teacher Education.

e. *Designation of Representative(s).* The Site shall designate a person(s) to serve as a liaison(s) 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 Site shall provide either a practicum or internship site supervisor or a cooperating teacher who will supervise student activities during practicum, internship, or student teaching.

g. *Reporting of Student Progress.* The Site 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 Site.

h. *Student Records.* The Site 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 Requirement.* For Teacher Education placements, each cooperating teacher or practicum teacher selected to supervise the student teacher or practicum student shall hold a current Pennsylvania certificate in the subject area/grade level to which the student is assigned. The teacher will have a minimum of three (3) years of full-time experience and have been in his/her current assignment for a minimum of one (1) year.

j. *Substitute Teaching.* The Site shall comply with the appropriate Pennsylvania statutes prohibiting student teachers to be used as substitute teachers at any time during their student teaching assignments.

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 Site for a practicum, internship, or student teaching experience.

b. *Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution. This Agreement may not exceed a period five (5) years.

c. *Termination of Agreement.* The University or the Site 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 Site 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. As to liability to each other or death to persons or damages to property, the parties do not waive any defenses as a result of entering into this contract. This provision shall not be construe to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

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.

June 24, 2011

(**Site)**

_____
Site Address (City, State, Zip)

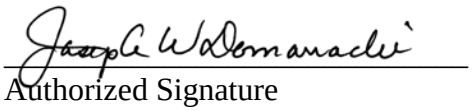
_____
Site Phone

_____
Print Name/ Title

_____
Authorized Date Signature

_____
Date

University of Pennsylvania Indiana
Teacher Education Office
104 Stouffer Hall
Indiana PA 15705
724-357-2485


Authorized Signature

Dr. Joseph W. Domaracki
Interim Associate Dean, Teacher Education