

## IUP EDUCATOR & CLINICIAN PREPARATION FIELD EXPERIENCE AGREEMENT

This agreement establishes the relationship between Indiana University of Pennsylvania (referred to as the "University"), an educational institution in the State System of Higher Education, Commonwealth of Pennsylvania and Chartiers Valley School District (referred to as the "Organization").

The University offers degree programs in a wide variety of disciplines, which are academically enhanced by practical experiences outside of the traditional classroom setting (referred to as "IUP field experience").

The Organization is able to provide practical experience pursuant to the terms of this agreement and serve as an IUP field experience site offering facilities, resources, and supervision to students.

Both parties agree to the following:

## I. Duties and Responsibilities of the University

- 1. The University shall determine eligibility for students registering in an IUP field experience for academic credit.
- 2. The University shall determine the amount of academic credit to be earned through the IUP field experience and establish all academic requirements that the student must meet to earn the credit. The University shall establish a grading system and criteria to earn the grade upon completion of the IUP field experience.
- 3. The University will assign a faculty member to monitor and evaluate the student's performance during the IUP field experience and be responsible for all costs associated with faculty supervision of the student.
- 4. Upon notification by the Organization of failure of the student to comply with University guidelines and procedures for the field experience program, the University may remove the student from the IUP field experience.
- 5. The Organization 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.
- 6. University students shall be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be at a minimum of \$1,000,000.00 per claim. This policy must remain in full force and effect for the duration of the practicum, internship, or student teaching assignment.
- 7. 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. 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.
- 8. The University's Teacher Education Office may designate a faculty member 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).
- 9. The student teacher or educational specialist candidate will provide all currently required background clearances (Act 114, Act 34, Act 151, Act 24, ACT 126 and TB test) to his or her educator preparation program. This educator preparation program is responsible for maintaining a copy of all clearances. The candidate will retain the original of all clearances. A student placed in non-school setting(s) will acquire clearances as specified by the discipline.

## II. Duties and Responsibilities of the Organization

- 1. The Organization agrees to prepare an IUP field experience description that outlines the duties and responsibilities of the student. The University will use this document to determine the suitability of the IUP field experience for academic credit.
- 2. The Organization agrees to notify the University of any Field Experience Participation Requirements, such as background investigations, drug testing, and health screenings.
- 3. The Organization reserves the right to select students based on the Organization's needs and preferences.
- 4. The Organization may determine the schedule that the student will maintain on premises.
- 5. The Organization acknowledges it will not be compensated by the University for the IUP field experience and the Organization shall be solely responsible for determining the amount of compensation, if any, received by the student. The Organization will inform the University if the student will receive an hourly wage, stipend or if they will serve in a non-paid capacity.
- 6. The Organization agrees to provide suitable space and resources for the student to complete the field experience assignment. The Organization will provide orientation, training, and supervision.
- 7. The Site shall provide either a site supervisor or a cooperating teacher who will supervise student activities during the clinical experience or student teaching.
- 8. The Organization shall provide mutually agreed upon information on a student's IUP field experience.
- 9. The Organization agrees to make reasonable accommodation to the University's request for a faculty site visit during a student's IUP field experience.
- 10. Should the Organization become dissatisfied with the performance of a student, the Organization may request the IUP field experience be terminated. If for any reasons the IUP field experience should be terminated, the organization should notify the University.



- 11. 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.
- 12. 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.
- 13. 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

- 1. This agreement will last for five (5) years from the date of the final signature below. Either the University or the Organization may terminate this agreement with ninety (90) days' notice. In the event of a substantial breach, either party may terminate this agreement. Should the Organization wish to terminate the agreement prior to the completion of a semester/term, any student intern(s) will have the opportunity to complete their IUP field experience.
- 2. 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 VII of the Civil Rights Act of 1964 in regard to sex, race, color, national origin, and religion, Title IX of the Education Amendments of 1972 in regards to sex and other applicable laws, as well as the provisions of the Americans with Disabilities Act. The Organization agrees to cooperate with the University in its investigation of claims of discrimination or harassment.
- 3. The Organization 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, Phone: (724)-357-3402, title-ix@iup.edu. The site shall identify resources, such as medical care and counselling that are available to any student who has been the victim of sexual assault, dating violence, domestic violence or stalking.
- 4. The laws of the Commonwealth of Pennsylvania shall govern this agreement.
- 5. The relationship between the parties to this agreement to each other is that of independent contractors. The relationship of the parties to this agreement with each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
- 6. 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 defense as a result of entering into this agreement. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this agreement. 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.
- 7. This agreement represents the entire understanding between the parties. This agreement shall only be modified in writing with the same formality as the original agreement.



The authorized representatives of the parties have executed this agreement as of the date indicated below.

Indiana University of Pennsylvania		Chartiers Valley School District	
Dr. Lara Luetkehans Provost & VPAA	Date	Authorized Signature	2-14-23 Date
, , , , , , , , , , , , , , , , , , , ,	JULIE FRANCZYK ASST. SUPERINTENDEN Print Name/Title		

For IUP	For Site	
Teacher Education Office	Chartiers Valley School District	
	Site Name	
104 Stouffer Hall, Indiana, PA 15705	2030 Swallow Hill Road,	
·	Pittsburgh, PA 15220	
	Site Address	
724-357-2485	412-429-2233	
	Site Phone and Email Address	

EFFECTIVE DATE OF AGREEMENT is the date of last signature.