AFFILIATION AGREEMENT FOR INTERNSHIP/PRACTICUM PRE-CLINICAL and STUDENT TEACHING

between Robert Morris University and Chartiers Valley School District

THIS AGREEMENT, is made this <u>18</u> day of May , 20 <u>23</u> between Robert Morris University, (hereinafter referred to as "University"), and <u>Chartiers Valley School District</u> (hereinafter after referred to as "Site") (collectively referred to as "Parties"). 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, pre-clinical or student teaching experience. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the Site.
- b. Education of Students. The University shall assume full responsibility for the 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 generally submit the names of the students to the Site or a designated representative of the Site at least six (6) weeks prior to the practicum assignment, internship, pre-clinical or student teaching, unless otherwise agreed to by the Parties in writing.
- 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 Site, and the University shall review applicable policies and procedures with each student prior to commencement of the assignment.
- 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 occurrence and an aggregate of \$3,000,000.00 per aggregate. This policy must remain in full force and effect for the duration of the practicum or pre-clinical or student teaching assignment. Students will also be responsible for providing written proof of professional liability insurance to the University prior to the beginning of the practicum or pre-clinical or student teaching assignment. The University will provide proof of professional liability insurance to the Site upon its request.

- f. Compensation. For and in consideration of placement of practicum assignment or student teachers with district cooperating teachers, the University agrees to pay a stipend in the gross amount of \$\frac{200}{200}\$ to each cooperating teacher selected to guide the student's experience. The stipend is in addition to the regular salary paid by the Site. Compensation is not extended to district teachers working with University students in preclinical field experiences. The teacher shall be solely responsible for all tax withholdings or payments due as a result of this stipend.
- g. Designation of Representative. The University's Dean of the School of Nursing, Education and Human Studies may designate the Field Placement and Certification Manager and/or University Faculty Supervisor 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).
- h. Health Status. The University shall provide to the Site information pertaining to the health status of participating students as may reasonably be requested by Site, including TB test results.
- i. Background Clearances. Students must have Pennsylvania Act 34, 151 and 114 clearances prior to participating in any program set forth in this Agreement. Upon request, the University shall provide to Site verification of Act 34, 151, and 114 clearances or documents evidencing such clearances.

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, pre-clinical or student teaching center. This practicum, internship, pre-clinical or student teaching is for students enrolled in the University's Pennsylvania Department of Education's approved Education Preparation Programs. This practicum/internship/pre-clinical/student teaching is required and authorized by law.
- b. Policies of Site. The Site will provide the University all the applicable policies, codes and other information at least four (4) weeks in advance of the student's participation, whenever possible.
- 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 shall immediately contact the responsible University Faculty Supervisor or the University's Dean of the School of Nursing, Education and Human Studies.

- e. Designation of Representative(s). The Site shall designate, as applicable, 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, as applicable, either a practicum or internship site supervisor or a cooperating teacher who will supervise student activities during practicum, internship, pre-clinical 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 preclinical or 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.

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, pre-clinical or student teaching experience.
- b. Substitute Teaching. The parties shall comply with applicable Pennsylvania law regarding student teachers involved in substitute teaching, including, but not limited to, Act 86 of 2016 and Act 91 of 2021.
- c. Term of Agreement. The term of this Agreement shall be _____5 ___ year(s) from the date of execution.
- d. Termination of Agreement. The University or the Site may terminate this Agreement for any reason with ninety (90) days written notice. 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.

- e. Nondiscrimination. The Parties agree to continue their respective policies of nondiscrimination and shall not discriminate based on sex, age, race, color, creed, national origin, disability, sexual orientation or any other protected classification under applicable local, state or federal law.
- f. Interpretation of the Agreement. The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- g. Modification of Agreement. This Agreement may only be modified if reduced to writing and signed by both Parties.
- 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 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.
- j. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by regular or first-class mail, or in such other manner as the Parties agree, to the following:

Site: Chartiers Valley School District 2030 Swallow Hill Road Pittsburgh, PA 15220-1699

Attn: Dr. Johannah Vanatta Superintendent 412-429-2237 Robert Morris University 6001 University Boulevard Moon Township, PA 15108 Attn: Michelle L. Patrick Interim President & Acting Provost (412) 397-5445 patrick@rmu.edu

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.

Site: Chartiers Valley School District Robert Morris University

By: Julie a. Francyw

By:

Name: <u>Julie Franczyk</u> Name: <u>Michelle L. Patrick, Ph.D.</u>

Title: <u>Assistant Superintendent of Curriculum</u> Title: <u>Interim President & Acting Provost and Assessment</u>

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