

## AFFILIATION

# POINT PARK UNIVERSITY

## AGREEMENT

THIS AFFILIATION AGREEMENT is made this 7th day of April, 2023 (the “Effective Date”) by and between Point Park University (“University”), a not-for-profit educational institution located at 201 Wood Street, Pittsburgh, Pennsylvania 15222, and Chartiers Valley School District (“Site”) located at 50 Thoms Run Road, Bridgeville, Pennsylvania 15017. The parties intend to be legally bound to the following terms:

**WHEREAS**, the University is an educational institution that provides degree programs in the areas of Primary and Secondary Education (“Program”), all of which require University students to participate in a number of observation, field placement, and student teaching experiences (“Placements”).

**WHEREAS**, Site is equipped with facilities and professional staff necessary to provide Placements for the University’s students;

**WHEREAS**, University students desire to participate in Placements at the Site as part of their experiential education requirements for the Program; and,

**WHEREAS**, the Site desires to establish a relationship with the University where University’s students may receive teaching experience in their field of study pursuant to the provisions of this Affiliation Agreement.

**THEREFORE**, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree to the following:

### **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 Placements. 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, the requirements of matriculation, grading, faculty appointments and graduation. The Site will use its best efforts to assist the University in these purposes.
- c. *Submission of Candidates.* The University shall generally submit the names of the students to the Site or a designated representative at least six (6) weeks prior to the practicum assignment, internship, 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 should any student fail to abide by any policy and/or procedure, the candidate may be asked to leave the Site.
- e. *Designation of Representative.* The University's Student Teacher Outreach Coordinator and University Supervisor ("University Representative") will serve as liaisons 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).
- f. *Background Clearances.* Students must have Pennsylvania State Criminal Check (Act 34), Pennsylvania Child Abuse History Check 33/151 and the Federal Criminal History Check (FBI Fingerprinting) clearances prior to participating in any program set forth in this Agreement. The student will be required to submit additional documents to the Site, if requested by the Site (ex. TB Test). The Student will be required to provide to Site verification any of these clearances or documents evidencing such clearances.

## **2. DUTIES AND RESPONSIBILITIES OF SITE**

- a. *Establishment of Placements.* The Site authorizes the use of its facilities as may be agreed upon by the Site and the University as a Placement site.
- b. *Policies of Site.* The Site will provide the University all the applicable policies, codes and other information governing the University student's Placement at least one (1) week prior to the beginning of a University student's Placement. The Site shall have the responsibility for sending updated policies, codes, and other information as necessary.
- 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 University student from a Placement where the student fails to comply with the Site's policies and procedures. If such a removal occurs, the Site should immediately contact the University Representative and provide written notice of the University student's removal. The written notice shall provide: (1) the date of the removal; and, (2) the reason for the removal. As it relates to a University student's removal from a Placement, the Site shall provide any additional information requested by the University.
- 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, a cooperating teacher who will supervise student activities during 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.
- i. *Eligibility Requirement.* For Placements, each cooperating teacher selected to supervise a University 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 applicable Pennsylvania law prohibiting student teachers to be used as substitute teachers at any time during their student teaching assignments.

### 3. **MUTUAL TERMS AND CONDITIONS**

- a. *Scheduling of Site.* The Site and the Certification candidates shall mutually plan the experience and work schedules.
- b. *Number of Participating Students.* The Parties will mutually agree upon the number of students that shall be assigned to the Site for Placements.
- c. *Term of Agreement.* The term of this Agreement shall be five (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. Either party may terminate this Agreement immediately in the event of a material breach. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled in a Placement at that time may continue their educational experience until it would have been concluded absent the termination.
- d. *Nondiscrimination.* This policy affirms Point Park University's commitment to nondiscrimination, equal opportunity and the pursuit of diversity. Point Park University does not discriminate on the basis of: sex, race, ethnicity, religion, color, national origin, age (40 years and over), ancestry, individuals with disabilities, veteran status, sexual orientation, gender, gender identity, height, weight, genetic information, marital status, caregiver status or familial status, in the administration of

any of its educational programs, activities or with respect to employment or admission to the University's educational programs and activities.

This policy is in accord with local, state and federal laws, including Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Age Discrimination Act of 1975 and the Pittsburgh Human Relations Act. Inquiries regarding these regulations and policies, or complaints of discrimination, should be referred to the vice president of human resources, phone number 412-392-3952. Inquiries regarding Title IX and the Title IX regulations should also be referred to the Title IX coordinator or to the deputy Title IX coordinators.

- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement. Any dispute regarding this Agreement shall be brought in the courts sitting in Allegheny County, Pennsylvania.
- f. *Modification of Agreement.* This Agreement may only be modified if reduced to writing and signed by both Parties.
- 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. *Indemnification.* Each party (each an "indemnifying party") agrees to defend, indemnify and hold harmless the other party, its officers, trustees, directors, agents and employees (together the "indemnified party") from any claim, loss, liability or expense (including reasonable attorneys' fees) resulting from or arising out of any act or omission by the indemnifying part which constitutes negligence or intentional misconduct in connection with any aspects of the relationship encompassed by this negligence or intentional misconduct in connection with any aspects of the relationship encompassed by this agreement.
- i. *Assignment.* The rights, responsibilities and duties under this Agreement are personal to the parties and may not be transferred or assigned without the express prior written consent of the other party.
- 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.

*(Signature Field on the Following Page)*

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have caused this Agreement to be signed as of the Effective Date.

For: Site  
By: Julie Franczyk  
Name: Julie Franczyk  
Title: Asst. Superintendent  
Date: 4/19/23

For: Point Park University  
By: [Signature]  
Name: Michael Soto Ph.D.  
Title: Provost and Senior Vice President  
Date: April 19, 2023

