

TEACHER EDUCATION AFFILIATION AGREEMENT  
BETWEEN  
UNIVERSITY OF PITTSBURGH - OF THE  
COMMONWEALTH SYSTEM OF HIGHER EDUCATION  
AND  
**Chartiers Valley School District**

THIS AGREEMENT is made and entered into the **30<sup>th</sup>** day of **June**, 2022, by and between **UNIVERSITY OF PITTSBURGH – OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION**, (hereinafter referred to as the “UNIVERSITY”) and **Chartiers Valley School District** (hereinafter referred to as the “DISTRICT”) by and through their duly authorized administrators.

WHEREAS, the UNIVERSITY conducts a program in Teacher Education and desires to obtain teaching experience for its students enrolled in its curriculum, who will serve as student teachers or interns, hereinafter “STUDENTS”;

WHEREAS, both parties intend to foster professional development for student teachers, interns, cooperating teachers or mentors (hereinafter collectively referred to as “mentors”) and administrators.

WHEREAS, both parties intend to strengthen the relationship between basic education and higher education in training prospective teachers.

WHEREAS, the DISTRICT recognizes the need for, and desires to aid in, the educational development of STUDENTS and is willing to make its employees and premises available for such purposes.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth below, the parties agree as follows:

I. UNIVERSITY’S RESPONSIBILITIES:

- A. The UNIVERSITY shall be responsible for monitoring and evaluating the individual STUDENT'S progress.
- B. The UNIVERSITY shall determine the eligibility of STUDENTS to participate in the DISTRICT'S programs and shall be responsible for recommending STUDENTS for State Instructional I certification. The UNIVERSITY will provide the DISTRICT with a listing of names, dates and hours of assignment and other information specified by the UNIVERSITY or DISTRICT prior to the commencement of each STUDENT'S education placement.
- C. The UNIVERSITY shall have full responsibility for the conduct of any STUDENT disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law.

- D. The UNIVERSITY shall designate a point of contact for communication and coordination of the educational learning experiences.
- E. STUDENTS shall not be considered employees or agents of the UNIVERSITY.

## II. RESPONSIBILITIES OF HOST DISTRICT

- A. The DISTRICT shall provide educational learning experiences, which are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.
- B. The DISTRICT will provide an appropriate teaching assignment with a supportive, encouraging, certified mentor teacher with established regular plan time with the mentor each day.
- C. The DISTRICT will provide applicable policies and procedures to the UNIVERSITY and the STUDENTS, to which the STUDENTS shall be expected to, adhere to as a condition to being accepted by the DISTRICT, prior to and during periods of assignment and/or while on DISTRICT premises.
- D. The 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 DISTRICT shall immediately notify the University's designated point of contact.
- E. The DISTRICT shall facilitate the STUDENT'S professional growth through educational assignments, and shall provide a work space for the STUDENT, needed resources, equipment, supplies and support in collaboration with the University of Pittsburgh to meet the objectives of training and for the STUDENT to be successful and effective. This includes the video-taping of instructional practices at least once per semester.
- F. STUDENTS shall perform services only when under the supervision of registered, licensed or certified DISTRICT staff. STUDENTS are trainees, they are not considered employees or agents of the DISTRICT, and are not to replace DISTRICT staff. The DISTRICT shall acknowledge the STUDENT as a professional colleague who is on staff to serve the students while learning and honing their skills as an educator through planning and implementing instruction. If, however, the STUDENT is a certified intern, then such services may be independently performed under the guidance of the assigned mentor.
- G. The DISTRICT will phase the STUDENT into teaching duties in a gradual and realistic manner, following the suggestions of the University supervisor, the mentor teacher, and the Program guidelines.
- H. The DISTRICT shall communicate with the University as needed to facilitate the program and to ensure the needs of the STUDENT and the needs of the

DISTRICT's students are being met. THE DISTRICT shall inform the UNIVERSITY of relevant significant staff or administrative changes in the education program(s).

- I. The DISTRICT shall designate a point of contact for communications and coordination of the educational learning experiences.
- J. The DISTRICT shall comply with the Family Educational Rights to Privacy Act ("FERPA") as it may apply to the records of STUDENTS, and shall otherwise keep confidential and not disclose to third parties any information provided by the University about STUDENT through the course of this Agreement without the University's prior written consent.
- K. The DISTRICT represents that its signatory hereunder has the authority to execute this Agreement for the term specified herein. The DISTRICT shall immediately notify the UNIVERSITY should that authority cease to exist or if a new signatory is required to complete the term of this Agreement.

### III. BOTH - UNIVERSITY AND DISTRICT RESPONSIBILITIES

- A. Unless otherwise agreed to in a separate agreement, each party agrees that no STUDENT in the education program(s) will be deemed to be an employee of the DISTRICT nor will the DISTRICT be liable for the payment of any wage, salary, or compensation of any kind for service provided by the STUDENTS. Further, no STUDENT will be covered under either party's Retirement, Social Security or Unemployment Compensation or other employment benefit programs.
- B. With the exception of certified student interns, it is further understood that STUDENTS shall not at any time replace or substitute for any DISTRICT employee, nor shall the STUDENT perform any of the duties normally performed by an employee for the DISTRICT except such duties that are part of their training and are performed by the STUDENT under the supervision of a DISTRICT employee.
- C. The DISTRICT agrees to maintain commercial general liability insurance including contractual liability, and teacher professional liability, with limits not less than \$1 million per occurrence and \$2 million annual aggregate. Limits for student liability coverage shall not be less than \$1 million dollars per occurrence. An insurer licensed or permitted and in good standing to do business in the Commonwealth of Pennsylvania, or the state in which the DISTRICT is located, or a funded self-insurance program may provide such insurance. Upon request the DISTRICT shall provide a Certificate of Insurance evidencing the requirements above.
- D. In performing this agreement, the parties agree not to discriminate based on race,

color, religion, national origin, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity and expression, genetic information, disability and veteran status.

- E. The terms and conditions of the Agreement may be amended by written instrument executed by both parties. Educational programs may be added to this Agreement by way of a letter of agreement signed by both parties.
- F. This Agreement shall commence as of the 30<sup>th</sup> of June, 2022 and shall continue for 5 years until 30<sup>th</sup> of June, 2027, or until terminated by either party as provided below.
- G Termination for cause (breach of material terms of the Agreement) by either party requires fifteen (15) days prior written notice. If the breach has not been cured within 15 days, then this Agreement may be terminated in the form of notice provided below. Should notice of termination be given, students assigned to the DISTRICT shall be allowed to complete any previously scheduled assignment then in progress at the DISTRICT.
- H. Notices shall be in writing sent first class mail and will be effective two days after they are mailed.

Notices to the DISTRICT shall be directed to:

Julie Franczyk  
Assistant Superintendent of Curriculum and Assessment  
Chartiers Valley School District  
2030 Swallow Hill Road  
Pittsburgh, Pa 15220

Notice of termination to the UNIVERSITY shall be directed to:

University of Pittsburgh  
School of Education  
ATTN: Clinical Placement Coordinator,  
5710 Wesley W. Posvar Hall  
Pittsburgh, PA 15260

- I. Neither party will be liable for any delay or failure in performance due to causes beyond its reasonable control and without its fault or negligence. Such causes include acts of God, acts of a public enemy, acts of a civil or military authority, embargoes, quarantine restrictions, war, terrorist acts, riots, insurrections, fires, floods, earthquakes, hurricanes, epidemics, pandemics, labor strikes or any other circumstances of like

character. The party whose performance is delayed shall promptly notify the other party of such force majeure condition, work diligently to mitigate its effects and provide workarounds and fixes, and make reasonable efforts to resume performance as soon as practicable.

J. This Agreement shall be governed in accordance with the laws of the Commonwealth of Pennsylvania. Litigation arising pursuant to this Agreement must be filed within the Commonwealth of Pennsylvania. Notwithstanding any other provision in this Agreement, both DISTRICT and UNIVERSITY preserve all rights, defenses, privileges, and immunities as provided by law.

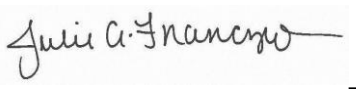
K. This Agreement shall supersede any and all prior agreements between the parties regarding the subject matter hereof. This Agreement is for the sole benefit of the DISTRICT and the UNIVERSITY; no STUDENT or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement. The *Guide to Student Teaching*, and *Intern Teaching Handbook* (as applicable) shall supplement this Agreement. In the event of conflicting terms between the Agreement and the *Guide to Student Teaching*, or the *Intern Teaching Handbook*, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto execute this Agreement and warrant that they are officially authorized to do so for the Term stated herein and intend to be legally bound hereby.

THE UNIVERSITY OF PITTSBURGH - OF  
THE COMMONWEALTH SYSTEM OF  
HIGHER EDUCATION

Chartiers Valley School District

BY: 

BY: 

TITLE: Dean, School of Education

TITLE: Assistant Superintendent of Curriculum  
and Assessment

DATE: May 1, 2023

DATE: April 5, 2022