

ATTACHMENT #3 - October 1, 2024



Observation Agreement between Harrisburg Area Community College and Warwick School District “Participating School”

The purpose of this Observation Agreement is to establish a relationship whereby students in the education program at Harrisburg Area Community College (“HACC”) may observe classes in designated schools in order to fulfill course requirements at HACC, based on the terms of this Agreement as described below.

I. DUTIES AND RESPONSIBILITIES OF THE COLLEGE:

- a. *Selection of Students.* HACC shall select qualified students to participate in field-based requirements as the part of course, practicum, or student teaching experiences. Selected students shall have the appropriate educational background checks completed and skills consistent with the contemplated educational experience offered by the Participating School.
- b. *Education of Students.* HACC shall be responsible for the classroom and classroom education of its students. HACC shall be responsible for the administration of the program, the curriculum contents, the requirements of matriculation, grading, and graduation.
- c. *Submission of Candidates.* HACC shall submit the names of the students to the Participating School or a designated representative prior to the field-based requirements, practicum assignment, or student teaching. All students will have completed all required background clearances prior to participation in the program.
- d. *Advising Students of Rights and Responsibilities.* HACC shall 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 Participating School and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program by HACC.
- e. *General Liability Insurance.* To the extent permitted by law, HACC shall provide general liability insurance coverage to students participating in this Agreement. 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.

II. DUTIES AND RESPONSIBILITIES OF THE PARTICIPATING SCHOOL

- a. *Establishment of Practicum or Student Teaching.* The Participating School authorizes the use of its facilities as may be agreed upon by the Participating School and HACC as a practicum or student teaching center. This practicum or student teaching is for student enrolled in HACC's teacher preparation programs. This practicum/student teaching is required and authorized by law.
- b. *Policies of Participating School.* HACC will review with each HACC student, prior to the assignment any and all applicable policies, codes, or confidentiality issues related to the experience. The Participating School will provide HACC all applicable information as students begin their field experiences.
- c. *Administration.* The Participating School shall have sole authority and control over all aspects of student services. The Participating School shall be responsible for and retain control over the organization and operation of its programs.
- d. *Removal of Noncompliant Student.* The Participating School shall have the authority to immediately remove a HACC student from the Participating School's premises who fails to comply with its policies and procedures. If such a removal occurs, the Participating School shall immediately contact the College.
- e. *Designation of Representative.* The Participating School shall designate a person to serve as a liaison between the parties who will meet periodically with representative of HACC in order to discuss, plan, and evaluate the experience of the HACC students.
- f. *Supervision of Students.* The Participating School shall provide either a practicum site supervisor or cooperating teacher who will supervise HACC student activities during the field experience, practicum, or student teaching.
- g. *Reporting of Student Progress.* The Participating School shall provide all reasonable information requested by HACC on a HACC student's performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by HACC and the Participating School.
- h. *Student Records.* The Participating School shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA).

III. MUTUAL TERMS AND CONDITIONS

- i. *Number of Participating Students.* The parties will mutually agree upon the number of HACC students that shall be assigned to the Participating School for this field-based experience, practicum, or student teaching experience.
- j. *Term of Agreement.* The term of this Agreement shall be five (5) years from the date of execution.
- k. *Termination of Agreement.* HACC or the Participating School may terminate this Agreement for any reason upon ninety (90) days written notice. Either party may terminate the Agreement in the event of a substantial breach upon ten (10) days written notice. In the event that the Participating School terminates this Agreement prior to the completion of an

academic semester, all HACC students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.

- l. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regards to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the American with Disabilities Act.
- m. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- n. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- o. *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.
- p. *Liability.* Neither of the parties shall assume any liabilities to each other, except as specifically stated in this Agreement. As to liability for third party damages, injuries, or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.

Signatures to Agreement

Warwick School District and Harrisburg Area Community College authorize this Agreement, effective 9/20/2024.

For HACC

For Warwick School District

(Vice President of Finance)

(Program Support Liaison)

Date

Date

(Authorized School Representative)

Date