

ATTACHMENT #3 - April 15, 2025

**ACADEMIC AFFILIATION AGREEMENT
BETWEEN WEST CHESTER UNIVERSITY OF PENNSYLVANIA
AND
WARWICK SCHOOL DISTRICT
CONCERNING COOPERATIVE EFFORTS INVOLVING
STUDENT TEACHING, PRACTICUM, AND FIELD
EXPERIENCES**

1. **Scope of the Agreement.** This Agreement sets forth the responsibilities and rights for the 2025-2026, 2026-2027, and 2027-2028 academic years for the Warwick School District (hereinafter referred to as the “School District or Education Authority”) and of West Chester University of Pennsylvania (hereinafter referred to as the “University”). It also describes the responsibilities of participating University students assigned to the School District or Education Authority (teacher candidates, practicum students, and student observers), who are not parties to this Agreement.
2. **Description and Delineation of Roles and Relationships.**
 - a. **Description of University Student Roles.** Students assigned to the School District or Education Authority will be placed into one of the following teacher education candidate roles:
 - i. The **Student Teacher** is assigned to a qualified and selected cooperating teacher(s) to complete a half or full semester experience as part of a preparation program. The candidate serves in a co-teaching capacity under the supervision of the cooperating teacher(s), observing, completing assigned tasks, preparing and teaching applicable lessons, interacting professionally with students, and benefitting from the professional mentoring of the cooperating teacher(s).
 - ii. The **Pre-Student Teacher** is provided the opportunity to observe the classroom teacher and have preliminary instructional experiences with K-12 students including teaching individuals, small groups, and in some cases full classes. Since this is pre-student teaching, the classroom teacher will determine the candidate's readiness to prepare and deliver instruction and to manage the classroom environment.
 - iii. The **Student Observer** is a student with specific course assignments requiring classroom and school visits and observation of students in the natural setting. Ordinarily, this student is in the initial phase of the teacher preparation.

- iv. Terms that apply inclusively to the Student Teacher, Pre-Student Teacher, and Student Observer shall be hereinafter referred to as “Teacher Candidate”.
 - b. The **Cooperating Teacher** is certified teacher and an employee of the School District or Education Authority to whom a Student Teacher or other Teacher Education student is assigned during the clinical experience.
 - c. The **University Supervisor** is the University employee who works with School District or Education Authority personnel to oversee the course of study or specific experience the Student Teacher is assigned within the School District or Education Authority.
 - d. The **University Instructor** provides classroom instruction and supervision for the Pre-Student Teacher and the Student Observer.
3. **Placement of Teacher Candidates.** The placement process shall be a cooperative effort involving both the University and the School District or Education Authority, with the University initiating the placement of the students. Requests for Teacher Candidate assignments shall be placed in writing and forwarded by the Office of Clinical Experiences and Candidate Services to the School District or Education Authority employee designated to act upon such requests.
- a. According to Chapter 354, Teachers are eligible to serve as a Cooperating Teacher if they hold a Pennsylvania Instructional I certificate and have had a minimum of three years of successful teaching experience in the public schools, one of which shall be in the School District.
 - b. Assignment of Teacher Candidates shall be made by the School District or Education Authority in collaboration with the University's Office of Clinical Experiences and Candidate Services. Such assignments shall be made after consultation with the Teacher, Principal or school entity administrator under whom the assignment shall be completed.
 - c. Cooperating teachers may only supervise Student Teachers in areas and/or fields in which the cooperating teachers are certified.
4. **Calendar.** Teacher Candidates shall be required to comply with the calendar of the School District or Education Authority and the daily schedule of the individual school in which the experience will be completed. Any deviation from said schedule or calendar shall be approved by the Cooperating Teacher, the Principal or school entity administrator under whom the assignment is being completed, and the University Supervisor or University Instructor.
5. **Professional Standards.** Both parties to this agreement have a right and an obligation to insist on standards of professional decorum on the part of the Teacher Candidates that are

consistent with applicable law and regulations, and the prevailing standards in the school community and the educational profession.

6. Title IX and Nondiscrimination.

Reporting of Sexual Violence and Sexual Harassment: The School District or Educational Authority agrees to cooperate with the University in its investigation of claims of discrimination or harassment. School District or Educational Authority shall report any incident in which a University student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the University Title IX Coordinator currently reached at 610-436-2433.

The parties agree to continue their respective policies of nondiscrimination based on Title VII of the Civil Rights Act of 1964 in regard 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. Further, neither party shall discriminate in any aspect of the program, including the choice of schools or students selected for the School District or Education Authority.

7. Teacher Candidates Supervision.

The following shall apply to University Students who are serving in the role of Student Teacher, as defined above. Student Teachers shall be subject to the rules and regulations of the School District or Education Authority and under the direction and control of the Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the School or acting on behalf of the School District or Education Authority in locations other than the premises. The following terms have specific reference to the various types of supervisory responsibility:

- a. The Cooperating Teacher may briefly leave the classroom leaving the Student Teacher in charge of the class, but the Cooperating Teacher at all times retains the responsibility for the control of the class and the program of instruction. Pre-Student Teacher and Student Observer are not permitted to be in charge of the class or unsupervised by the Cooperating Teacher.
- b. With the exception of certain programs which are beyond their regular classroom requirements and students that qualify for and receive the PA Student Teacher Support Program through PHEAA, students may not be compensated for any responsibilities which constitute all or a part of the required Student Teaching experience.
- c. Cooperating Teachers shall file required reports related to the activities and performance of the Student Teacher as are requested by the University; such reports shall not violate any specific School District or Education Authority policy.
- d. As is reasonable, the University Supervisor and University Instructor shall have access, for the purpose of observation and supervision, to visit the classroom(s) to which a Teacher Candidate is assigned.

8. Termination or Change of Assignments and Projects.

Either the School District or Education Authority may, at any time, change or terminate the assignment of any Teacher Candidate when all parties have made reasonable efforts to consult with one another. If an emergency or dangerous situation requires immediate removal, School District shall have the sole authority to remove Teacher Candidate from the premises. University may at any time, change or terminate the assignment of any Teacher Candidate in accordance with College of Education Policy and the University Student Code of Conduct.

9. Status of Teacher Candidates.

All Teachers Candidates shall remain as students of the University and not be classified as employees of the School District or Education Authority, but will be under the direction and control of the School District or Education Authority as represented by the Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the School District or Education Authority or acting on behalf of the School District or Education Authority in locations other than the premises.

10. Honorarium/Recognition.

An honorarium for supervising Student Teachers as set by the Pennsylvania State System of Higher Education shall be paid by the University to Cooperating Teachers or, if the School District or Education Authority prefers, to the School District or Education Authority.

11. FERPA

The University and School District or Education Authority shall protect the confidentiality of University student records and School District or Education Authority student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the University or School District or Education Authority student unless authorized by law or as dictated by the terms of this Agreement. Teacher Candidates will be instructed to understand the application of FERPA in regard to School District or Education Authority student records.

12. Final Grade.

The final academic grade for a Student Teacher will be determined by the University Supervisor in collaboration with the Cooperating Teacher. The Pre-Student Teacher and Student Observer shall have their grades determined by the University Instructor.

13. 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.

14. 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 defense as a result of entering into this contract. This provision shall not be construed to limit the University's or Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. Nothing in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

15. Background and Health Clearances.

University shall instruct each student to obtain, at their own expense, all criminal background reports required by 24 P.S. §1-111, as amended, child abuse clearances required by 23 Pa. C.S. 6355, as amended, and a current report of the Federal Bureau of Investigation federal criminal history record information. The University will also require its students who are participating in the placement to comply with the health requirements of the School District or Education Authority, including health screening requirements for tuberculosis.

16. RTKL.

The parties agree that they will, when requested, cooperate with each other in complying with the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 et seq., and any other similar laws, in complying with requests for public records made under such laws. This provision does not obligate either party to create any record other than the written report to the Site.

17. Termination and Notice.

This Agreement may be terminated either by the School District or Education Authority by giving the other party six months prior written notice. All notices to be given in this provision shall be properly given if they are sent by certified mail to the Superintendent or other designated representative of the School District or Education Authority and to the Office of the University President or the Provost. This Agreement is between the School District or Education Authority and the University, and they are the sole parties to the Agreement. Students are not parties to the Agreement, nor are they intended to be third-party beneficiaries thereof.

18. Interpretation of the Agreement.

The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

19. Modification of Agreement.

This Agreement shall only be modified in writing with the same formality as the original Agreement.

20. Binding Signatures.

The parties warrant and represent that the individuals signing this Agreement are authorized to bind the University and the Site to the terms and conditions contained in this Agreement. For the purpose of this Agreement, a copy of the party's original

signature shall be considered to be an original signature; and as such shall be sufficient to bind such parties.

21. 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. This Agreement supersedes any other agreements, restrictions, representations, or warranties, if any, between the parties hereto with regard to the subject matter herein.

SIGNATURE PAGE FOLLOWS

WARWICK SCHOOL DISTRICT

Signed: _____ **4/16/2025**
Dr. Steve Szobocsan, Acting Superintendent Date

WEST CHESTER UNIVERSITY OF PENNSYLVANIA

Signed: _____
Dr. Desha Williams Date
Dean of the College of Education and Social Work

Signed: _____
Christine Siegl Date
Director of Academic Affairs Agreements and Contracts