



College of Education  
Office of the Dean

June 15, 2020

Dr. William R. Riker  
Superintendent  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301

RE: Template for *East Stroudsburg Area School District* Affiliation Agreement

Dear Dr. Riker:

At Bloomsburg University of Pennsylvania, our core mission is to prepare ethical, educational professionals who are empowered to assess the development and facilitate the growth of all learners to succeed and lead in our diverse and technologically complex world.

This mission can only be achieved through the strong partnerships that we create with our partner school districts. As such, we would like to affiliate with East Stroudsburg Area School District as a center for our teacher education programs which include field experiences and student teaching.

The purpose of the formal agreement is to assure your school and our university the opportunity to routinely look at our affiliation at least every five years and to intentionally continue or discontinue it. It also consolidates into a single agreement all education degree programs (i.e., listed on page 2) and types of placements, including field or internship experiences (viewed as practicum in the template). Of course, before our students are placed, they will have completed their medical test (TB), as well as Act 34, Act 151, and Act 114 FBI clearances.

Enclosed is an electronic copy of our affiliation agreement template for signature and return. After all signatures are affixed, an electronic copy will be returned to you and the agreement will be viewed as implemented.

We share the following with you for purposes of clarification, since others have raised questions about these items and, to prevent delays, we prefer to clarify up front.

- Date. The blank with the date in the first paragraph, i.e., "This agreement made this \_\_\_ day of \_\_\_," will be completed when the last person at Bloomsburg University signs.
- Signatures. It is important that any individual who signs on behalf of your institution has contracting authority to legally execute the enclosed agreement.

Thank you, most sincerely, for your willingness to affiliate with us. Should you have any questions regarding anything contained in this letter, or within the enclosed agreement, do not hesitate to contact me.

Sincerely,

Daryl E.

Fridley, Dean

Daryl E. Fridley, Dean  
College of Education  
Office: 570.389.4005

Digitally signed by Daryl  
E. Fridley, Dean  
Date: 2020.06.16  
11:05:52 -04'00'

Enclosure: 1 electronic agreement



Council for the  
Accreditation of  
Educator Preparation



McCormick Center for Human Services • Bloomsburg University • 400 East Second Street • Bloomsburg, PA  
17815-1301 Phone (570) 389-4005 • FAX: (570) 389-5049  
A Member of the Pennsylvania State System of Higher Education

School District

## AGREEMENT

**THIS AGREEMENT**, is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between BLOOMSBURG UNIVERSITY OF PENNSYLVANIA (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the school district East Stroudsburg Area School District at 50 Vine Street, East Stroudsburg, PA 18301 (hereinafter "School District"). The parties intend to be legally bound to the following terms:

### **I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY:**

- a. *Selection of Students.* The University will be responsible for the selection of qualified students to participate in the field study, internship, practicum or student teaching experience. The selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District.
- 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 and graduation.
- c. *Submission of Candidates.* The University will submit the names of the students to the School District or a designated representative at least two weeks prior to the field study, internship, practicum or student teaching experience.
- 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 will be advised of his or her obligations to abide by the policies and procedures of the School District and should any student fail to abide by any policy and/or procedure, he or she may be expelled from the program.

- e. *Professional Liability Insurance.* Students are responsible for procuring professional liability insurance at their own expense. The limits of the policy will be a minimum of \$1,000,000.00 per claim and \$3,000,000.00 aggregate. This policy must remain in full force and effect for the duration of the field study, internship, practicum or student teaching experience.

The School District understands that as an Agency of the Commonwealth, the University is prohibited from purchasing insurance. As a public university and state instrumentality, there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Insurance Management of the Pennsylvania Department of General Services. This program covers Commonwealth/University-owned property, employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, subject to the provisions of the Tort Claims Act, 42 Pa.C.S.A. §§ 8521, et seq.

- f. *Health and Security Status.* The University will require its students who are participating in the field study, internship, practicum or student teaching experience to comply with health status and security clearance requirements of the School District and/or state regulatory agencies, including but not limited to completion of TB tests, current Act 34 Pennsylvania state criminal history report, current Act 151 child abuse report, and Act 114 FBI federal criminal history background check. Proof of compliance must be presented to the University, with appropriate authorization to release information to the School District, prior to participating in the experience.

## **II. DUTIES AND RESPONSIBILITIES OF SCHOOL DISTRICT:**

- a. *Establishment of Field Study, Internship, Practicum or Student Teaching.* The School District authorizes the use of its facilities as may be agreed upon by the School District and the University as a field study, internship, practicum or student teaching center. This field study, internship, practicum or student teaching experience is for students enrolled in the University's BSEd/MEd in Business Education; BSEd/MEd in Early Childhood Education (PK-4); BA in Music\*Music Education Certification K-12; BSEd Deaf Education N-12/Early Childhood PK-4 (dual certification); BSEd/MEd Special Education PK-8/Early Childhood Education PK-4 (dual certification); BSEd in Middle Level (4-8) Mathematics; BSEd in Middle Level (4-8) Social Studies; BSEd in Middle Level (4-8) Language Arts; BSEd in Middle Level (4-8) Science; BSEd in Secondary Education (7-12) Biology; BSEd in Secondary Education (7-12) Citizenship; BSEd in Secondary Education (7-12) Chemistry; BSEd in Secondary Education (7-12) Earth/Space Science; BSEd in Secondary Education (7-12) Mathematics; BSEd in Secondary Education (7-12) Physics; BSEd in Secondary Education (7-12) English; MEd Reading/Certification; MEd in Curriculum and Instruction Secondary Education Mathematics; MEd in Curriculum and Instruction Secondary

Education Social Studies; MEd in Curriculum and Instruction Secondary Education Language Arts; MEd in Curriculum and Instruction Secondary Education Science; MS in Speech-Language Pathology; MS in Special Education/Special Education Supervisory Certification; MEd in Special Education (PK-8) Certification; MEd in Special Education (7-12) Certification; MEd in College Student Affairs; MEd in Principal Certification (PK-12) program; MEd in Supervisory Curriculum and Instruction (PK-12) Certification; MEd in School Counseling (PK-12) Certification; and Teacher Intern Certification Programs. This field study, internship, practicum or student teaching experience is required and authorized by law.

- b. *Policies of School District.* The University will review with each student, prior to the assignment any and all applicable policies, codes, or confidentiality issues related to the experience. The School District will provide the University all the applicable information at least two weeks in advance of the student's participation.
- c. *Administration.* The School District will have sole authority and control over all aspects of student services. The School District will be responsible for and retain control over the organization, and operation of its programs.
- d. *Removal of Noncompliant Student.* The School District shall have the authority to immediately remove a student who fails to comply with School District policies and procedures. If such a removal occurs, the School District will immediately contact the responsible University Faculty Supervisor.
- e. *Designation of Representative.* The School District will designate a person to serve as a liaison 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 School District will provide an employee of the School District to act as a supervisor of student activities during the field study, internship, practicum or student teaching experience.
- g. *Reporting of Student Progress.* The School District will 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 School District.
- h. *Student Records.* The School District will protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent the written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

### III. MUTUAL TERMS AND CONDITIONS:

- a. *Number of Participating Students.* The parties will mutually agree upon the number of University students assigned to the School District for the field study, internship, practicum or student teaching experience.
- b. *Term of Agreement.* The term of this Agreement shall be five years from the date of execution. This Agreement may not exceed a period of five years.
- c. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason with ninety (90) days notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the School District 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.
- d. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. BU students are protected by the Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. East Stroudsburg Area School District agrees to cooperate with BU in its investigation of claims of discrimination or harassment. Reporting of Sexual Violence and Sexual Harassment and Identification of Resources: East Stroudsburg Area School District shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to Bloomsburg University's Title IX Coordinator in the Office of Equity and Accommodations at 570.389.4529. The site shall identify resources, such as medical care and counselling that are available to any student who has been the victim of sexual assault, dating violence, domestic violence or stalking.
- e. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- f. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- 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 Agreement to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

- h. *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 Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the Pennsylvania State System of Higher Education or the University.
  
- i. *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.

**Bloomsburg University of Pennsylvania**

**East Stroudsburg Area School District**

School District Name (Print)

\_\_\_\_\_  
Authorized Signature                                  Date

\_\_\_\_\_  
Authorized Signature                                  Date

Mary L. Vezendy  
Senior Executive Associate  
Agency Open Records/Right to Know  
Officer  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

JCB/sjs/template-school 2011/template approved December 3, 1998/ revised September, 2011.  
Contact name and address (optional):

Dr. William R. Riker  
[william-riker@esasd.net](mailto:william-riker@esasd.net)  
Superintendent  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301

Office:                570.424.8500 Ext. 10001

Fax:                    N/A

Website:            <https://www.esasd.net>