Lancaster Bible College

Affiliation Agreement
Student Teacher and Pre-Student Teacher
Placement Agreement

This is a Student Teacher and Pre-Student Teacher Placement Agreement (hereinafter the "Agreement") between Lancaster Bible College (hereinafter "LBC") and _____ Public Schools (hereinafter the "School District") dated _____.

WHEREAS, LBC is a private institution of higher education and its Education Department provides educational programs that include opportunities for provisional primary and secondary teacher certification in the State of Pennsylvania; and,

WHEREAS, students from the Education Department are required, as a prerequisite, to obtaining teacher certification, to complete a pre-student teaching (observations, internships and a practicum) and student teaching program; and,

WHEREAS, the School District, recognizing the importance of providing student teaching and pre-student teaching opportunities to emerging educators and the benefits the school receives from its teachers being able to mentor such educators, desires to provide pre-student and student teaching experiences in the School District.

NOW THEREFORE, in consideration of the mutual obligations and benefits set forth in this Agreement, the parties agree to the following:

1. Students will be selected for student teaching and pre-teaching opportunities, as follows:

    A. Students must have met all LBC and State of Pennsylvania eligibility requirements to engage in student teaching and pre-teaching.
    B. Approval or disapproval of students' placement for pre-teaching and student teaching will be the responsibility of the Field Placement Coordinator and the Superintendent of Schools or their designated representatives. No pre-student teacher or student teacher will be placed in a school or with a specific teacher without the approval of both the LBC Field Placement Coordinator of the Education Department and the Superintendent of Schools or designee.

2. Supervising teachers will be selected with the following requirements:

    A. Selection of supervising teachers is the responsibility of the Superintendent of Schools or designated representative in collaboration with the Field Placement Coordinator.
    B. Minimum requirements for supervising teachers are:

        1. At least three years of successful teaching experience and at least one year of successful teaching experience in the grade/subject to which the student teacher is assigned
        2. Interest in working with pre-student teachers and/or student teachers.
        3. Highly Qualified / Experienced teacher at the appropriate level.
        4. Holder of a provisional or professional teaching certificate from the State of Pennsylvania
        5. Recommendation of the building principal.

3. While on school premises, the student will be under the direct supervision of the School District and will be subject to policies of the School District. The School District shall provide LBC students with an orientation to the School District, including its policies, procedures, programs, activities, rules, and where applicable, its custom and traditions, so that students are aware of and may meet the expectations established for them by the School District:

    A. The students assigned to this field experience should be considered students fulfilling the requirements of their academic curriculum and not employees of either party and thus are not covered by the School District or LBC for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose because of their participation in the educational program. The student cannot be reimbursed for performing duties which are part of the academic requirements for the clinical field experience

    B. If the School District desires to have student teachers substitute teach, the following guidelines (in addition to any other requirements established by law) shall be as follows:

        1. Student teachers are allowed to substitute teach in their student teaching classroom in the absence of their cooperating teacher according to Act 86 requirements. Students teachers shall provide the appropriate documentation and are paid through the school district's substitute teaching service.

        2. Neither student teachers nor supervising teachers should be pulled from their classes to substitute for another teacher in the School District.

    C. Any changes to the student teaching assignment will be made through the collaboration of, and with the approval of both the Superintendent of Schools, or their designee, and the Field Placement Coordinator.

    D. Each party agrees to comply with, and be separately responsible for, compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program. The student is required to undergo a criminal background check; child abuse check; Federal fingerprinting--such checks shall be completed by the student in accordance with their rules or requirements of the School District and LBC. This includes having clearances that are dated within one year of the beginning of the field experience. Failure to comply will result in the student being removed from the field experience. Students receiving an unacceptable report on their clearances will be denied acceptance into the field experience assignment. LBC will inform students that they will be responsible for the cost of any and all criminal checks.

4. The LBC College Supervisor or other Education Department representatives will coordinate with the School District on site visits to meet with the student teachers and supervising teachers and observe classrooms where student teachers are assigned. They will confer periodically with the supervising teachers and principals concerning the student's progress and final evaluation. LBC and the School District shall use all reasonable efforts to facilitate communication regarding all aspects of a student's performance and progress.

5. The School District Administration, the Education Department, and the Field Placement Coordinator will work cooperatively in planning for the following:

    A. Orientation Program for supervising teachers

B. Non-teaching assignments of student
C. Completing necessary LBC records
D. Issues of concern regarding a student teacher or pre-student teacher

6. In order to assist supervising teachers, LBC will conduct an orientation program either in person or via printed media that will consider the following:

    A. Supervising teachers' responsibilities
    B. Students' responsibilities
    C. Evaluation of student's performance
    D. Suggested activities for students and/or course requirements while in the field
    E. Other pertinent items

7. LBC will provide the School District with names, assignments of students and other relevant information. LBC shall have full responsibility for the conduct of any student disciplinary proceedings, if necessary, and shall conduct the same in accordance with all applicable statutes, rules, regulations and case laws.

    A. No provisions of this Agreement shall prevent the School District from refusing to accept any student who has previously been discharged for cause as an employee of the School District, who has been removed from or relieved of responsibilities for cause by the School District, or who would not be eligible to be employed by the School District. The School District shall notify LBC in writing of its refusal to accept a student and the basis therefore.

    B. The School District may submit a written request to LBC for the withdrawal of any student from the program for a reasonable cause related to the need for maintaining an acceptable standard of education, and LBC shall immediately comply with such request. The written request from the School District shall set forth the basis for removal.

    C. The School District will defend, indemnify, and hold LBC harmless from any and all claims and costs arising from the School District's request for the withdrawal of or refusal to accept any student to which LBC provided its timely written statement of disagreement, provided that the School District is determined by a court or administration agency of competent jurisdiction to have acted in a lawful manner in refusing to accept or requesting withdrawal of a student; and further provided that LBC shall promptly notify the School District of any such claim, provide the School District with reasonable assistance, except financial, in making such defense. No settlement of any such claim as it relates to LBC shall be effected without the consent of the School District.

8. The number of students assigned to a school will be determined by the availability of students and the willingness and availability of School District faculty members to work with students.

9. Under rules established by the Pennsylvania State Board of Education, unaccredited K-12 school districts and/or schools that are not able to make progress towards accreditation are not eligible to serve as field placement sites for student teachers.

10. The parties agree that statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, cost, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omissions of the other, its employees, and students pursuant to this Agreement

11. This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interest for any party or person other than the School District and LBC; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, employer or prospective employer of any student.

12. This agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or written, are hereby merged into this agreement. By entering into such a collaborative agreement, by signature, the School District hereby agrees to provide priority placement to LBC students over other institutions unless there is a prior agreement with other institutions, in which case LBC would receive second consideration.

13. No amendment or modification to this Agreement shall be effective unless the same is in writing and signed by the parties.

14. This Agreement shall terminate five years from the date set forth above unless renewed by the parties in writing or terminated in writing by either party. Any termination of this Agreement shall be effective at the conclusion of the academic semester at LBC, except that students participating in student teacher programs shall be entitled to complete such programs at the school notwithstanding any prior termination.

15. Approval of the terms of this contract shall be indicated by the signatures on this agreement by the LBC Provost, the Education Department Chair, and the Superintendent (or Designee) for the School District.

16. The cooperating teacher will receive a $200 stipend ($400 for a full semester) from LBC for the successful completion of his/her duties as a cooperating teacher.

17. LBC student teachers will provide proof to the School District of $2,000,000 professional liability insurance for the duration of the student teaching experience.

FOR LANCASTER BIBLE COLLEGE: FOR _____ PUBLIC SCHOOLS:

_____ _____

Matt Mason, Vice President of Finance Date

Superintendent (or Designee) Date