

GANNON UNIVERSITY

THIS AGREEMENT is made this 24th day of August, 2026, by and between **Gannon University** (hereinafter referred to as “University”) and the **Girard School District** (hereinafter “School District.”) This agreement is for the placement of **Advanced Certification Candidates** and/or **Student Teacher Candidates** (hereinafter “Candidates”) at the **Girard School District**. The parties intend to be legally bound to the following terms:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. Selection of Candidates.** The University shall be responsible for the selection of qualified candidates to participate in the field experience/practicum/internship or student teaching experience. Selected candidates must have the appropriate educational background and skills consistent with the contemplated educational experience offered by the School District.
- b. Education of Candidates.** The University shall assume full responsibility for the classroom education of its candidates. The University shall be responsible for the administration of the candidates’ preparation program, the curriculum content, and the requirements of matriculation, grading, and graduation.
- c. Submission of Candidates’ Names.** The University shall submit the names of the candidates to the School District or a designated representative of the School District at least four weeks prior to the field experience/practicum/internship or student teaching assignment.
- d. Background Checks.** The University acknowledges that placement of each candidate at the School District is contingent upon the provision of background check information dated less than one year prior to the commencement of the clinical education placement. All candidates will obtain the following criminal clearances as required by PA Clearance/Background Checks: PA Criminal History (Act 34); FBI (Act 114); and PA Child Abuse Clearance (Act 151), a PDE 6004 Arrest/Conviction Report and Certification Form, child Abuse Recognition Training (Act 126), a physical form as well as evidence of a negative result from a Valid Tuberculosis (TB) test. The failure to obtain such certifications shall result in the participating candidate's exclusion from the School District. University will advise students of their responsibility to provide a copy of all such clearances to School District.
- e. Advising Candidates and University Supervisors of Rights and Responsibilities.** The University will be responsible for advising candidates and university supervisors of their own responsibilities under this Agreement. Candidates and supervisors shall be advised of their obligations to abide by the policies and procedures of the School District, and should any candidates or supervisors fail to abide by any policy and/or procedure, they may be removed from the field experience/practicum/internship or student teaching placement.
- f. Professional Liability Insurance.** The University shall be responsible for providing professional liability insurance for candidates at its own expense. 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 field experience or student teaching assignment.

g. Compensation. For and in consideration of the placement of student teachers with district cooperating teachers, the University agrees to pay each cooperating teacher selected to guide the candidate's experience a stipend to be determined by the University. This stipend is in addition to the regular salary paid by the School District or Agency. There is no compensation for School District personnel who guide the field practicum/field experience/internship candidates. This Agreement is not intended to and shall not be construed to create an employment relationship between the University and the cooperating teacher.

h. Student Records; FERPA. The University acknowledges that the education records of School District students are protected by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g ("FERPA"). The University agrees to comply with the requirements of FERPA and to protect the privacy of education records concerning any School District student under this Agreement.

II. DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

a. Establishment of Field Experience/Practicum/Internship 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 experience/practicum/internship or student teaching center. This field experience/practicum/internship or student teaching is for candidates enrolled in the University's Teacher Education and Advanced Certification Programs. This field experience/practicum/internship or student teaching is required and authorized by law.

b. Policies of School District. Prior to the field experience/practicum/internship or student teaching assignment, the University will review with each candidate all applicable School District policies, codes or confidentiality issues related to the experience. The School District will provide the University all the applicable information and materials at least two weeks in advance of the candidate's participation.

c. Administration. The School District will have the sole authority and control over all aspects of services for its students. The School District will be responsible for and retain control over the organization and operation of its programs.

d. Removal of Noncompliant Candidates. The School District shall have the authority to immediately remove any candidates who fail to comply with its policies and procedures. If such a removal occurs, the School District will immediately contact the University's Coordinator of Clinical Experiences.

e. Designation of Representative. The School District shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University to discuss, plan, and evaluate the experience of the candidates.

- f. Supervision of Candidates.** The School District shall provide a practicum site supervisor, cooperating teacher, or district administrator who will supervise candidate activities during field experience/practicum/internship or student teaching.
- g. Reporting of Candidates' Progress.** The School District shall provide all reasonable information requested by the University on the candidates' work performance. If there are any written candidate 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 shall protect the confidentiality of District student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information without written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- i. Eligibility Requirements.** Each advanced certification supervisor or cooperating teacher selected to supervise a candidate shall hold a current Pennsylvania certificate in the subject area/grade level to which the candidate is assigned. All cooperating teachers for student teaching experiences will possess a minimum of three (3) years of full-time teaching experience and will have been in their current assignments in the school district for a minimum of one (1) year.
- j. Substitute Teaching.** The School District shall comply with the appropriate Pennsylvania statutes prohibiting field experience/practicum/internship students and student teachers to be used as substitute teachers at any time during their field experience or student teaching assignments.

III. MUTUAL TERMS AND CONDITIONS

- a. Number of participating candidates.** The parties will mutually agree upon the number of candidates who shall be assigned to the School District for field experience/practicum/internship and/or student teaching experiences.
- b. Term of Agreement.** The term of this Agreement shall be five (5) years from the date of execution. The Agreement may not exceed a period of five (5) 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 teacher candidates enrolled at that time may continue their practicum/field experience/internship or student teaching experiences.
- d. Data Security; Incident Notification.** The Parties acknowledge and agree to implement commercially reasonable measures to protect the confidentiality, integrity, and availability of all information and records pertaining to education records, as well as any information identified as confidential or sensitive by one party or the other. In the event a party experiences a security incident or breach that involves education records, that party shall inform the other party within 48 hours of its discovery and it shall conduct a reasonable prompt investigation of the same. To the extent that any such breach of

security incident requires notification to any individuals under applicable law,¹ the party experiencing the breach of security incident shall bear all reasonable costs associated therewith.

e. 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, and national origin, Title IX of the Educational Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

f. Interpretation of the Agreement. The laws of the Commonwealth of Pennsylvania shall govern this Agreement. Disputes arising under, or related to, this Agreement shall be brought and maintained in the state and federal courts having jurisdiction over Erie County, Pennsylvania.

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

h. 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. Neither party has the authority to act on behalf of the other by virtue of the Agreement.

i. Liability. Neither of the parties shall assume any liabilities to each other. As to liability to each other for injuries 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 School District's rights, claims, or defenses which arise as a matter of law pursuant to any provisions of this contract.

j. Entire Agreement. This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.

k. Right-to-Know. The School District acknowledges that it is a public agency subject to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101 et seq. ("RTKL"). To the extent required by applicable law, University shall cooperate with the School District in responding to requests for records relating to this Agreement.

Upon written notice from the School District of a RTKL request seeking records relating to this Agreement that are in University's possession, University shall use reasonable efforts to provide responsive records within a commercially reasonable time. University may identify records or portions of records that it believes are exempt from disclosure under applicable law, including but not limited to trade secrets, confidential proprietary information, privileged communications, student education records protected by the Family Educational Rights and Privacy Act ("FERPA"), and other information protected from disclosure by federal or state law.

The parties acknowledge and agree that the School District shall have sole authority and responsibility to determine whether any record must be disclosed under the RTKL and to respond to any RTKL request. Nothing in this Agreement shall require University to waive any applicable privilege, confidentiality protection, or statutory exemption from disclosure.

University shall not be liable for, and expressly disclaims responsibility for, any determination made by the School District regarding the disclosure or withholding of records in response to a RTKL request. Accordingly, University shall not be responsible for any penalties, attorney's fees, costs, or damages arising from the School District's administration of or response to a RTKL request, except to the extent caused by University's willful failure to provide records required under this section.

The obligations set forth in this Section shall survive expiration or termination of this Agreement for so long as either party retains records relating to this Agreement pursuant to its applicable records retention requirements.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Gannon University

Girard School District

Authorized Signature
Sarah J. Ewing, Ph.D.
Provost and VP for Student Experience

Authorized Signature
David J. Koma
Superintendent of Schools

Print Name/Title

Print Name/Title

Date

Date