

AFFILIATION AGREEMENT

THE UNIVERSITY OF AKRON

and

NORTON CITY SCHOOL BOARD OF EDUCATION

This Agreement entered into on this day of , between The University of Akron, a state university created under the laws of Ohio, located at 302 East Buchtel Common, Akron, Ohio 44325 ("UNIVERSITY"), and **Norton City School District**, located at **4128 Cleveland Massillon Rd, Norton, Ohio 44203**("SCHOOL").

WITNESSETH:

WHEREAS, the parties hereto desire to cooperate in establishing a continuing educational relationship to assist in the education of students by the UNIVERSITY whereby the LeBron James Family Foundation School of Education may utilize student teaching experience offered by SCHOOL, at facilities SCHOOL shall make available to the UNIVERSITY; and

WHEREAS, SCHOOL operates facilities with the capacity to provide sites for student teaching and other field-based teacher education experiences for students who are enrolled in the UNIVERSITY's College of Education; and

WHEREAS, UNIVERSITY's LeBron James Family Foundation School of Education desires to place teacher education students in the classrooms of SCHOOL for the purposes of their participating in student teaching and other field-based teacher education experiences as required by, but not necessarily limited to, the Standards for College or Universities Preparing Teaching as promulgated by the State Board of Education.

NOW, THEREFORE, the parties hereto, in consideration of the promises and covenants between them hereinafter made and entered into, mutually agree, according to the following terms and conditions hereinafter set forth, as follows:

- I. The UNIVERSITY and SCHOOL agree to affiliate and cooperate for their mutual benefit to provide a high standard of student teaching and other field-based teacher education experiences for UNIVERSITY students.
- II. This Agreement is for a term of one (1) year beginning on the date first written above. Thereafter, this Agreement shall renew automatically year after year unless one of the parties gives written notice at least ninety (90) days prior to the end of the then existing term of its intention to terminate this Agreement at the end of the term.
- III. THAT THE UNIVERSITY SHALL:
 - A. Provide the appropriate SCHOOL official with Student Teaching Syllabi,

objectives, and goals for students assigned to SCHOOL.

- B. Establish and maintain curriculum standards and educational policies that meet UNIVERSITY requirements, including applicable licensing and accreditation requirements.
- C. Employ, through the UNIVERSITY's LeBron James Family Foundation School of Education, faculty members and other instructional staff who meet applicable qualifications and who shall assume, in respect to SCHOOL, the following responsibilities for the LeBron James Family Foundation School of Education students:
 - a. Full responsibility for the education of its students.
 - b. Select and assign for student teaching educational experiences only those students who meet UNIVERSITY requirements and qualifications and who agree to follow SCHOOL's rules and regulations.
 - c. Plan student assignments with SCHOOL personnel in charge of the student teaching experience prior to the scheduled student teaching experience and assist with any orientation session scheduled by SCHOOL.
 - d. Arrange scheduled hours of student teaching of students.
 - e. Use whatever pertinent teaching experiences may be available at various times and places that may be of assistance in meeting program objectives.
 - f. Arrange and conduct classes, conferences, and field trips for the students at times that shall be determined by the faculty.
 - g. Admit to the student teaching experience only students who have met all UNIVERSITY requirements.
- D. Designate a member of the UNIVERSITY who will coordinate and/or act as liaison person between the UNIVERSITY and SCHOOL.
- E. Provide a Contract Professional from the Office of Teacher Education of the UNIVERSITY who will communicate at least annually with appropriate SCHOOL official(s) to discuss and establish suitable student teaching experience.
- F. Provide the appropriate SCHOOL official with a yearly projection of the numbers of students who will be assigned for student teaching experience and the dates of such assignments.

- G. Submit to SCHOOL the names of students, dates, and assigned areas at least one month prior to the assignment at SCHOOL and thereafter a list of students based on final registration.
 - H. Provide orientation to SCHOOL's staff with respect to the UNIVERSITY.
 - I. Accept SCHOOL's written or expressed policies and procedures as guides to College of Education Office of Student Teaching personnel and provide SCHOOL, UNIVERSITY faculty, and students with copies of any written UNIVERSITY rules and regulations that may apply to students in the student teaching program.
 - J. UNIVERSITY shall advise students who intend to participate in the student teaching educational experience in SCHOOL that they must complete a criminal background check within one year prior to their placement in SCHOOL, and they must provide the result directly to SCHOOL. Students are responsible for the cost of the criminal background check.
 - K. At the option of the School, University shall compensate School for each teacher assigned a student: \$320.00 for a sixteen-week assignment.
- N. THAT SCHOOL SHALL:
- A. Make available to the faculty and students of The LeBron James Family Foundation School of Education Office of Student Teaching the agreed-upon essential educational experiences.
 - B. Provide a Cooperating (Mentor) Teacher/Clinical Faculty. The Cooperating (Mentor) Teacher/Clinical Faculty shall be defined as School District's employee who is jointly selected by the parties to assume supervisory responsibility for University Student Teachers involved in the student teaching program at the School District. A Cooperating (Mentor) Teacher/Clinical Faculty shall not be considered for any reason to be an employee of the University.
 - C. Use the following criteria in the selection of a Cooperating (Mentor) Teacher/Clinical Faculty:
 - a. Holds and maintains teacher certification/licensure in the area(s) in which he or she will supervise a University Student Teacher;
 - b. Has completed a minimum of three (3) successful years of classroom teaching experience including a minimum of one (1) year classroom teaching experience in the area which he or she will supervise the Student Teacher;
 - c. Is recommended by the building principal; and

- d. Gives consent to assume the role of Cooperating (Mentor) Teacher/Clinical Faculty after he or she has been fully informed of the duties and responsibilities required of a Cooperating (Mentor) Teacher/Clinical Faculty under this Agreement.
- D. Assume the responsibility for explaining to and instructing the staff members in their respective roles and relationships with the faculty and students and to promote the successful, cooperative arrangement between SCHOOL and UNIVERSITY.
- E. Provide orientation for faculty members of the UNIVERSITY through programs, meetings, or the dissemination of appropriate published matter, as well as provide UNIVERSITY faculty with written policies, procedures, standards of care, and protocols of SCHOOL which shall govern the students and faculty involved in the student teaching program.
- F. Assist the faculty in orienting their students to SCHOOL and provide orientations to acquaint students with SCHOOL facilities, policies, procedures, SCHOOL faculty and staff, and the needs of individuals or groups with whom students will be working.
- G. Provide spaces, including conference rooms, for the students and faculty during the periods of their student teaching experience and space for reference materials for students and faculty.
- H. Define mechanisms for students reporting on and off duty and define student dress codes that meet the approval of SCHOOL.
- I. Maintain the sole responsibility for SCHOOL students.
- J. Maintain administrative and professional supervision of UNIVERSITY students insofar as their presence and program assignments affect the operations of SCHOOL and its care, direct and indirect, of SCHOOL students.
- K. Provide safety and security measures to faculty and students that are available to employees.
- L. Permit faculty representation on SCHOOL committees as appropriate.
- M. Provide policy and procedure updates to UNIVERSITY.
- V. IT IS MUTUALLY AGREED BY BOTH PARTIES THAT:
 - A. The Director of Teacher Education (UNIVERSITY Office of Student Teaching) and the appropriate SCHOOL officials, or their designates, will agree upon the number of students and types of classes to be utilized to meet the educational objectives of the program. It is further agreed the faculty/student ratio will be commensurate with the objectives of the program.

- B. UNIVERSITY and SCHOOL hereby agree that they are and shall continue to be in compliance with all laws regarding fair employment, equal opportunity, and non-discrimination. No person shall, on the grounds of race, color, religion, creed, national origin, ancestry, sex, age, handicap, or disability be excluded from participation in any program or activity sponsored by the parties to this Agreement.
- C. Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations in compliance with the standards, rulings, and regulations of the State Board of Education, as well as their own respective institutional rules, regulations, and bylaws.
- D. The Boards of Trustees of UNIVERSITY and SCHOOL shall have exclusive control of the respective institutions. No party by virtue of this agreement assumes any liability of any debts or obligations of a financial, legal, moral nature incurred by the other party into this Agreement. Neither party intends for this Agreement to alter in any way their respective legal rights or their obligations to one another, the students and faculty assigned to SCHOOL, or to any third party.
- E. Neither party shall use the name of the other in any promotional or advertising material unless review of approval of the intended use shall first be obtained from the party whose name is to be used.
- F. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the permission of students must be obtained before student data can be released to anyone.
- G. While at SCHOOL, students and faculty shall not be considered as employees of SCHOOL and shall not be covered by its state retirement programs, unemployment compensation, workers' compensation, or malpractice insurance coverages.
- H. SCHOOL shall have final responsibility for all aspects of SCHOOL students.
- I. The parties agree that UNIVERSITY students shall not be compensated for their participation in the student teaching program.
- J. SCHOOL may recommend to the UNIVERSITY withdrawal of a student if the achievement, academic progress, adjustment, or health of the student does not warrant continuation or if the student's behavior fails to conform to applicable regulations of SCHOOL. Such recommendation shall be in writing and shall specify the basis for SCHOOL's recommendation.
- K. Neither party shall be required to provide pay or in kind for any services

performed nor activities required in connection with matters associated with this Agreement. SCHOOL shall provide all equipment and supplies needed for clinical instruction at its facility. The UNIVERSITY will provide and maintain any necessary records and reports pertaining to the student's student teaching experience.

- L. UNIVERSITY faculty shall have the right to ascertain if the objectives of the student teaching education program are being met.
- M. This Agreement shall be binding on all parties, their successors, and assigns.
- N. UNIVERSITY and its employees shall not be considered nor shall they hold themselves out as employees of SCHOOL. Nothing in this Agreement shall be intended to create a joint venture relationship or anything other than a relationship between the parties as independent contractors. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, workers' compensation, or other taxes or benefits on behalf of its employees.
- O. The parties acknowledge that each participates in various third-party payment programs and agree to fully cooperate with each other in providing any other assistance needed to meet the requirements for such participation.
- P. Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason or if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.

VI. GOVERNING LAWS

This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

VII. ASSIGNMENT

Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Agreement contains all of the terms and conditions between the parties and may be amended only in a writing signed by each of the parties.

VIII. NOTICE

Any notice to either party must be in writing signed by the party giving it and be deemed by the parties given when mailed postage prepaid, first class, certified, or express mail or hand delivered when addressed to the following individuals:

For UNIVERSITY:

Dr. Lisa Lenhart, Director of the School of Education
The University of Akron
Akron, Ohio 44325-4201

For SCHOOL:

Bryan Farson, Superintendent
Norton City School District
4128 Cleveland Massillon Rd
Norton, Ohio 44203

SIGNATURE PAGE FOLLOWS

In executing this Agreement, each of the parties represents and warrants that they are authorized by their respective principals to enter into the Agreement and to give it binding legal effect. The parties to this Agreement accept these terms through their respective representative on the day and year first above written.

THE UNIVERSITY OF AKRON

NORTON CITY SCHOOL
BOARD OF EDUCATION

RECOMMENDED BY:

By: _____
Dr. Lisa Lenhart
Director of the School of Education
The University of Akron
Akron, Ohio 44325-4201

By: _____
Bryan Farson, Superintendent
Norton City School District
4128 Cleveland Massillon Rd
Norton, Ohio 44203

Date: _____

Date: _____

APPROVED BY:

By: _____
Dr. John Wiencek
Executive Vice President and Provost

Date: _____

Office of General Counsel
The University of Akron
Reviewed and Approved for
Legal Form and Sufficiency

By: _____
Scott Campbell
Assistant General Counsel and
Records Compliance Officer
The University of Akron

Date: _____