

# AFFILIATION AGREEMENT CONCERNING PLACEMENT OF UNIVERSITY/COLLEGE STUDENTS

This Agreement is entered into in accordance with I.C. §20-5-10-1 et seq. by and between \_\_\_\_\_ a school corporation and Indiana State University, an institution of higher education accredited by the Indiana Professional Standards Board and sets out the respective rights and responsibilities of the School Corporation and the University with regard to any University student who is assigned as a student teacher, practicum student or participant, as those terms are defined below, in the School Corporation.

## 1. DEFINITIONS.

- "Student Teacher" shall mean a student enrolled at and assigned by the University to teach in the School Corporation, as part of his/her preparation for entering the teaching profession.
- "Practicum Student" shall mean a student enrolled at and assigned by the University to teach for a practicum assignment in the School Corporation as part of the requirements for an endorsement, certificate, or minor added to the basic license being sought.
- "Participant" shall mean a student enrolled, usually at the pre-student teaching level, at and assigned by the University for field experiences in the School Corporation involving a less-than-full responsibility for instruction or instruction-related activities. Terms such as observer, tutor, teacher aide, teaching assistant, etc., characterize various types of Participants.
- "Supervising Teacher" shall mean a teacher in the School Corporation to whom the Student Teacher or Practicum Student is assigned and who directs the work or the activity of the student while he/she is in the School Corporation. Only teachers who hold the Professional or Proficient License or its equivalent, and who have had at least three years successful teaching experience and/or the recommendation of a building level administrator are eligible to serve as Supervising Teachers.
- "Cooperating Teacher" shall mean a teacher in the School Corporation to whom a Participant or group of Participants is assigned for pre-student teaching experiences. The School Corporation and the University may mutually agree that a teacher who does not hold the Professional or Proficient License or its equivalent may serve as a Cooperating Teacher.
- "University Supervisor" or "Special Area Supervisor" or "Course Instructor" shall mean the University person who is in charge of the course of study or specific experience for which the student is assigned to the School Corporation.

## 2. REPRESENTATIVES.

- a. The University shall, with regard to placement, assignment, and change or termination of assignment of Student Teachers, Practicum Students, and Participants, be represented by a "Director of Student Teaching or Director of Field Experiences."
- b. The University shall, with respect to conduct of Student Teachers, Practicum Students, and Participants, be represented by a University Supervisor, or Special Area Supervisor, or Course Instructor.
- c. The School Corporation shall be represented by its Superintendent or by such other administrative personnel as he/she shall designate.
- d. Each party shall provide timely notice to the other party as to the name, mailing and email address, and telephone number of the contacts referenced above.

## 3. PLACEMENT OF STUDENT TEACHERS, PRACTICUM STUDENTS, AND PARTICIPANTS.

- a. The placement process shall be a cooperative venture involving both the University and the School Corporation.
- b. The University shall initiate the placement of a Student Teacher or Practicum Student by filing an application for each proposed assignment setting out the background of the student and the type of assignment appropriate. The request may be accompanied by suggested names of teachers of the School Corporation, who would be recommended by the University as a Supervising Teacher. The final assignment of Student Teachers and Practicum Students shall be made by the School Corporation after consultation with the Supervising Teacher and Principal under whom the assignment will be completed.
- c. The University may request placement of Participants for either an individual student or a group of students. The request will identify the particular student, or a composite description of the group of students to be placed in terms of background, the type of assignment requested, objectives of the assignment, and activities suggested as appropriate to the requested assignment.

## 4. CALENDAR.

Student Teachers and/or Practicum Students will follow the calendar of the School Corporation and the daily schedule of the individual school in which the experience is taking place. Any proposed deviation must be approved in advance by the Supervising Teacher, the Principal (if applicable), and the University.

## 5. PROFESSIONAL STANDARDS.

Student Teachers, Practicum Students, and Participants will be advised that they are required to conform to standards of

professional decorum that are consonant with prevailing standards in the school community and the education profession as a condition of the placement and its continuation.

**6. CRIMINAL BACKGROUND CHECKS AND COMPLIANCE WITH ZACHARY'S LAW.**

Nothing in this Agreement is intended to or shall be construed to relieve the School Corporation of its statutory responsibility to obtain criminal background checks or to comply with the requirements of Zachary's Law. However, University shall assist the School Corporation as follows:

- a. Criminal Background Check
  - 1. University shall advise its students that they will be required to obtain and submit to the University the results of an expanded Indiana criminal history check which includes fingerprinting, conducted by the Indiana State Police prior to beginning their placement.
  - 2. University shall provide students the appropriate forms for the criminal background check.
  - 3. University shall advise its students that persons who have been convicted of a felony that does not result in their inclusion on the Indiana Sex and Violent Offenders Registry may not, in the long term, be eligible for a license to teach in the State of Indiana or, in the immediate term, be accepted for placement in an Indiana school corporation.

**7. NON-DISCRIMINATION.**

Neither party shall discriminate in the choice of schools, Supervising or Cooperating Teachers, or Student Teachers, Practicum Students, or Participants on the basis of race, religion, color, national origin, age, gender, sexual orientation, or disability.

**8. STUDENT TEACHER, PRACTICUM STUDENT, AND PARTICIPANT SUPERVISION.**

Students shall be subject to the rules and regulations of the School Corporation and under the direction and control of the Supervising or Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the School Corporation or acting in behalf of the School Corporation in locations other than the premises. The following points have specific reference to the various types of supervisory responsibility:

- a. The Supervising Teacher may leave the classroom with the Student Teacher or Practicum Student in charge of the class, but the Supervising Teacher shall, at all times, retain the responsibility for control of the class and the program of instruction.
- b. The Cooperating Teacher shall not leave the classroom with the Participant Student in charge of the class.
- c. Students who are not licensed shall not be used as a substitute for their Supervising or Cooperating Teacher or for any other licensed personnel. Planned exceptions to this item may be considered and authorized by the respective designated administrative personnel of the School Corporation and the University.
- d. Students, with the exception of certain licensed interns, may not be compensated for any responsibilities that constitute all or a part of the required field experiences program.
- e. Supervising and Cooperating Teachers shall file such reports as are prescribed by the University.
- f. The University Supervisor or other designated representative of the University shall have access, at all reasonable times, to visit the classroom(s) to which the student is assigned for the purpose of observation and supervision.
- g. In the event that the school to which a student is assigned is subject to jurisdictional dispute between a teacher association and the School Corporation, the student will occupy a position of neutrality which means:
  - 1. The student will immediately report any such dispute to his/her University Supervisor or Course Instructor and be guided by his/her instructions.
  - 2. The student will not report to the assigned school until such time as directed by the University Supervisor or Course Instructor.
  - 3. The student will not by any overt action render support to either party to the dispute.

**9. TERMINATION OR CHANGE OF ASSIGNMENTS AND PROJECTS.**

Either the School Corporation or the University may, at any time, change or terminate the assignment of any Student Teacher, Practicum Student, or Participant or any cooperatively developed project which involves field experience students. However, before either change or termination, all parties shall make reasonable efforts to consult with each other.

**10. STATUS OF STUDENT TEACHERS, PRACTICUM STUDENTS, AND PARTICIPANTS.**

- a. The School Corporation shall provide Student Teachers, Practicum Students and Participants the same protection against liability arising in connections with their assignments in the School Corporation as is provided for members of the School Corporation's permanent faculty. The parties acknowledge and agree that students are not the employees or agents of either the University or the School Corporation.
- b. School Corporation retains primary responsibility for the educational experience of its pupils and for the orderly conduct of its school. Student Teacher, Practicum Students, and Participants shall be under the direction and control of the School Corporation as represented by the Supervising or Cooperating Teacher, Principal, and other administrative personnel while they are on the premises of the School Corporation or acting in behalf of the School Corporation in locations other than the premises.

**11. HONORARIUM/RECOGNITION.**

- a. The University shall pay an honorarium for consulting services directly to the Supervising or Cooperating Teacher for participating in the field experience program.

- b. If the sum paid by the University should ever be lawfully determined to be a wage rather than an honorarium by an instrumentality of the United States, then the University, for purposes of Social Security and tax withholding only, shall be deemed to have been the Supervising or Cooperating Teacher's part-time employer.

**12. TERMINATION.**

This Agreement may be terminated either by the School Corporation or the University by giving the other party thirty (30) days prior written notice. Any student already placed shall be allowed to finish.

**13. NOTICES.**

All notices shall be properly given if they are sent by first-class mail, as to the School Corporation, to the Superintendent or that person's designated representative and, as to the University, to the Coordinator of Field Experiences.

Executed \_\_\_\_\_ 20\_\_\_\_\_

Executed \_\_\_\_\_ 20\_\_\_\_\_

By \_\_\_\_\_  
Superintendent

By \_\_\_\_\_  
Associate Dean, Bayh College of Education

\_\_\_\_\_  
School Corporation

**IC 20-5-10-1 Sec. 1**

Public school corporations are authorized to enter into agreements with institutions of higher education accredited by the training and licensing commission of Indiana, for the purpose of providing teaching experience for students thereof preparing for the educational profession and for the services of persons working jointly for any such school corporation and any such institution. (Formerly: Acts 1969, c.246, s.1.)

**IC 20-5-10-2 Sec. 2**

- (a) Each such agreement shall set out the responsibilities and rights of such public school corporations, such institutions, and such students or persons who supervise such students and who are working jointly for any such school corporations and any such institution.
- (b) Each agreement must contain:
  - (1) a provision for the payment of an honorarium for consulting services by the institutions of higher education directly to the supervisor; and
  - (2) a provision that, if the sum paid by the institution to the supervisor should ever be lawfully determined to be a wage rather than an honorarium by an instrumentality of the United States, then the institution of higher education shall be considered under the agreement to be the supervisor's part-time employer.
- (c) The provisions required by subsection (b) of this section shall be included in every agreement entered into or renewed under this chapter after June 30, 1981. Public school corporations and institutions of higher education shall revise all agreements in effect on July 1, 1981, to include the provisions required by subsection (b) of this section. (Formerly: Acts 1969, c.246, s.2.) As amended by Acts 1981, P.L.196, SEC. 1.