

**AFFILIATION AGREEMENT  
FOR  
STUDENT TEACHING EXPERIENCE OPPORTUNITIES**

This agreement made this 9<sup>th</sup> day of December 2002, by and between the Traverse City Area Public Schools (hereinafter referred to as "TCAPS") located at 412 Webster Street, PO Box 32, Traverse City, MI 49685-0032 and the Board of Trustees of Grand Valley State University (hereinafter referred to as "GVSU" located in Allendale, Michigan, 49401-9403).

**RECITALS**

TCAPS is engaged in the business of providing public educational services and special education programs and as part of such services and programming, desires to undertake arrangements with GVSU in order to provide student teaching opportunities for students enrolled in GVSU's education curriculum.

GVSU has developed a curriculum in education which requires that students undertake a student teaching experience as part of their educational preparation. GVSU desires to secure placement of its student teachers at TCAPS in conjunction with and in furtherance of GVSU's education curriculum.

TCAPS and GVSU agree that the interests served by both institutions are furthered by providing appropriate student teaching opportunities, whereby students enrolled in the education curriculum may utilize and apply student teaching skills acquired in a practical setting. These experiences may involve assisting or observing qualified TCAPS personnel and providing educational and related special education services to the students served by TCAPS.

In consideration of the mutual promises set forth in this Agreement, TCAPS and GVSU agree as follows:

**SECTION 1  
DESCRIPTION OF PROGRAMMING AND SERVICES**

- A. GVSU shall, in consultation with representatives of TCAPS, plan and administer GVSU's educational program for its students, including the provision of student teaching experiences in TCAPS. GVSU shall assume the following responsibilities:
  - 1. GVSU shall provide TCAPS with its proposed plan for student teaching experience for education students assigned to TCAPS not later than August 23. This plan shall include details of GVSU's educational program, including the objectives sought to be attained through student teaching experiences for education students. GVSU shall also identify the number of students it proposes to send to TCAPS for such experiences to

be provided at TCAPS. Further, GVSU shall provide TCAPS with information pertaining to each student GVSU proposes to assign to TCAPS for educational programming, including the level of the student's academic preparation and the extent of his/her training. GVSU shall be responsible for securing appropriate written consent from its students for disclosures of the foregoing information to TCAPS.

2. GVSU shall modify its educational programming as necessary to accommodate the reasonable operating and programmatic requirements to TCAPS.
3. GVSU will provide the names of students it nominates to participate in student teaching experiences at TCAPS not later than August 23.
4. GVSU agrees to provide appropriate pre-student teaching instruction to each student assigned for student teaching experiences in education at TCAPS, in accordance with standards mutually agreeable to TCAPS and GVSU. GVSU agrees that it will present for student teaching experience at TCAPS only those education students who have satisfactorily completed the pre-student teaching instruction for the Bachelor's Degree in Education.
5. GVSU shall instruct all of its students assigned to TCAPS that they are required to comply with all rules, regulations, policies and procedures of TCAPS about which GVSU informs the students. These shall include, but are not limited to, policies pertaining to: corporal punishment/physical contact with students; non-discrimination; child abuse and neglect; sexual harassment (students and employees); confidentiality of student records and student record information; bloodborne pathogens exposure control; administration of medication to pupils; and communicable diseases. TCAPS shall provide GVSU with copies of its policies in the foregoing areas not later than August 28. GVSU shall be responsible for distribution of these materials to students assigned for student teaching experience at TCAPS.
6. GVSU shall maintain all educational records and reports relating to the component of the educational programming completed by GVSU students at TCAPS. TCAPS shall have no responsibility respecting the same other than development of reports from TCAPS student teaching supervisors and other professional personnel which are necessary to the GVSU's monitoring of student progress and which TCAPS agrees to furnish. To the extent disclosures of such student records and/or student record information is forbidden by law, TCAPS shall not release information contained in such educational records and reports to third parties and shall inform GVSU of any requests by third parties for such information. TCAPS and GVSU agree to comply with all applicable statutes, rules and

regulations, including the Family Educational Rights and Privacy Act, respecting the maintenance and release of information from such records and reports.

7. If requested by TCAPS, GVSU shall instruct each student teacher assigned to TCAPS pursuant to this Agreement that he/she is required to provide TCAPS with evidence that a student has passed a physical examination (of a scope and within time periods satisfactory to TCAPS) and that the results of such examination indicate that the student was free from communicable diseases, the existence of which would pose a direct and immediate threat to the safety of TCAPS students, employees or employees of TCAPS' constituent districts, as is applicable. Students must evidence receipt of hepatitis B vaccination or produce a declination form signed by the student.
8. GVSU shall inform each student assigned pursuant to this Agreement of the importance of having in force a policy of health insurance to defray the costs of hospital and medical care resulting from illness or injury that might be sustained while the student is participating in any student teaching experience at TCAPS. GVSU shall also inform each student of the substantial monetary liability that the student might incur as a result of failure to have such insurance in force. Additionally, GVSU shall inform each student, in writing, that TCAPS assumes no financial or other responsibility to provide medical treatment (through insurance, self-insurance or otherwise) to any of GVSU's students resulting from or occurring in the course of student teaching experiences engaged in by the student at TCAPS.
9. GVSU shall have full responsibility and authority for the conduct of any student disciplinary proceedings pertaining to its students assigned to TCAPS for student teaching experience.
10. No provision of this Agreement shall prevent TCAPS from refusing to accept for student teaching experience any student of the GVSU nominated for such opportunity who is determined to be ineligible or unqualified by TCAPS.
11. TCAPS has the right to submit a written request to GVSU for removal of any student from the student teaching experience upon the written determination of TCAPS that the behavior and/or presence of the student is not consistent with maintenance of an acceptable standard of professional performance or personal conduct. In the event GVSU disagrees with TCAPS' request for removal of a GVSU student assigned to student teach at TCAPS, GVSU shall promptly (in any event not later than five working days after receipt of a written notice from TCAPS) provide TCAPS with a written statement setting forth the basis for such

disagreement. Upon request of TCAPS, authorized representatives of TCAPS and GVSU will immediately confer regarding the removal of said student. The final determination respecting the student's continued participation in student teaching experiences at TCAPS will be made by Traverse City Area Public Schools.

12. TCAPS and GVSU shall cooperatively schedule the dates and times for student teaching experience to be conducted at TCAPS. The interval of such student teaching experience shall be for twelve (12) weeks, commencing at the inception of the 2002-03 program year. GVSU students assigned to TCAPS under the programming contemplated in this Agreement shall be present at TCAPS on each TCAPS pupil attendance day during the above twelve week interval, for a period of at least seven (7) hours on each such work/student day.

## **B. Pupil Services Program**

TCAPS shall plan, operate and administer all aspects of the delivery of special education and related services provided to TCAPS students and the students of its constituent K-12 school districts. TCAPS has primary and ultimate responsibility for the delivery of such services to its pupils and shall exercise final responsibility for the delivery of such services to its pupils and shall exercise final responsibility, authority, control, and supervision over all aspects of the delivery of special education and related services to its pupils. GVSU students and faculty shall abide by such supervision and control exercised by TCAPS in the foregoing areas.

TCAPS shall assume the following responsibilities:

1. TCAPS shall provide qualified supervision of GVSU students during their student teaching experiences pursuant to the terms of this Agreement. TCAPS professional and supervisory personnel reserve the right to relieve a GVSU student from a specific assignment, function or task or to require that such student cease performing such functions or tasks pending a final determination of the status of the GVSU student by TCAPS.
2. TCAPS and GVSU shall cooperate in the planning and conduct of the student's student teaching experience, to the end that such student teaching experience may be appropriate both in the light of GVSU's educational objective and the responsibility of TCAPS to deliver professional educational and related services to its pupils.
3. No provision of this Agreement shall prevent a parent/guardian (or pupil, if emancipated) from requesting that a particular TCAPS pupil not be provide services by a student of GVSU assigned for student teaching experience pursuant to the provisions of this Agreement. Further, no provision of this Agreement shall prevent TCAPS from designating which

of its pupils shall receive services from GVSU students assigned to TCAPS pursuant to the provisions of this Agreement.

4. TCAPS shall make available to GVSU's students assigned under this Agreement the use of its facilities as may be pertinent to the student teaching experience. Said facilities shall be made available without charge, except for food consumed by the student.
5. GVSU students scheduled for student teaching experience at TCAPS shall work cooperatively with TCAPS and the TCAPS staff member(s) to whom they are assigned. The professional performance and deportment of GVSU students at TCAPS shall be compatible with the functioning and policies of that institution.
6. TCAPS shall be responsible for providing GVSU students and on-site GVSU faculty members with information pertaining to the health and safety policies of TCAPS including: federal hazard communication standards set forth at 29CFR § 1910.1200 and in conformance with the Michigan Right-To-Know Law, MCLA 408.1014.a et seq; Bloodborne Pathogens and Exposure Control, in conformance with the standards of the Occupational Safety and Health Administration set forth at 29 CFR § 1910.1030 et seq; and TCAPS policies pertaining to occupational safety and health and communicable diseases.

### **C. Liability**

1. TCAPS shall maintain general liability and errors and omissions insurance for its employees involved in the performance of this Agreement. Upon request, TCAPS shall provide to GVSU copies of appropriate certificates of insurance evidencing such coverage.
2. GVSU shall maintain general liability and errors and omission liability insurance (or self-insurance) coverage for its students and its employee's involved in the performance of this Agreement. Upon request, GVSU shall provide to TCAPS copies of appropriate certificates evidencing such insurance or self-insurance coverage.

### **D. Relationship of Parties**

1. GVSU students assigned to student teaching experience under the terms of this Agreement shall not be considered employees of TCAPS for any purpose, including, but not limited to: insuring for loss under the Workers' Disability Compensation Act; payment of compensation or other remuneration; or entitlement to participation in employee benefit/insurance programs of any nature; or with respect to entitlement to benefits under the Michigan Employment Security Act.

2. There shall be no monetary consideration paid by either party to this Agreement to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering and effectuating this Agreement in a manner which will tend to maximize the common benefits provided to TCAPS, GVSU and participating students teachers.
3. Each party shall be separately responsible for compliance with all applicable laws, including, but not limited to, anti-discrimination laws, which may be applicable to their respective activities and programs.
4. In the performance of their respective duties and obligations under the term of this Agreement, TCAPS and GVSU shall be considered as independent contractors, and neither entity (nor its employees or agents) shall be considered the agents, employees or servants of the other, and each is responsible only for its own conduct.
5. Notwithstanding any other provision contained in this Agreement to the contrary, neither TCAPS nor GVSU waives any of its rights, defenses, privileges, and/or immunities afforded by law.

#### **E. Waiver of Modification**

1. No Waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and executed by duly authorized representatives of TCAPS and GVSU.

#### **F. Non-assignment**

1. This Agreement shall be binding to the benefit of TCAPS and GVSU and their successors and assigns, provided, however, that neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the written consent of the other party.

#### **G. Non-Discrimination**

1. Both TCAPS and GVSU agree not to discriminate against any employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment, because of race, color religion, national origin, age, sex, sexual orientation, height, weight, handicap, disability or marital status.
2. TCAPS and GVSU further agree not to discriminate against any student or other recipient of service because of race, color, sex, sexual orientation,

religion, national origin, or handicap in the delivery of programs and services rendered under this Agreement.

3. Breach of any of the above covenants shall be regarded as a material breach of this Agreement.

#### **H. Governing Law**

1. This Agreement shall be governed by the laws of the State of Michigan.

#### **I. Severability**

1. In the event that any part of this Agreement is declared by a court (or other judicial or administrative body of competent jurisdiction) to be null, void, or unenforceable, such invalidity shall not affect any other provision of this Agreement which can be in effect without the invalid provision, and, to that end, the provisions hereof are severable. In the event that any part of this Agreement becomes unlawful by subsequent legislative enactment, such invalidity (whether by repeal, amendment or rescision) shall not affect the remaining provisions of this Agreement which can be in effect without the invalid provision, and, to that end, the provisions hereof are severable.

#### **J. Authorizations**

1. This Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid, and binding obligation upon each of them, enforceable in accordance with its terms. Each individual placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of TCAPS and/or GVSU, as is applicable.

#### **K. Entire Agreement**

1. This Agreement constitutes that entire and comprehensive agreement between the parties with respect to the subject matter contained herein. All prior discussions, agreements and understandings, whether oral or written, are hereby merged into this Agreement.

#### **L. Term and Termination**

1. This Agreement shall become effective as of December 9, 2002 and shall continue thereafter until terminated by either party upon forty-five (45) days written notice of termination. Provided, however, that TCAPS students receiving instruction at the effective date of termination in any student teaching experience program at GVSU shall be given an

opportunity to complete the full program during that instructional period, subject to the other provisions and limitations set forth in this Agreement.

**M. Notices**

1. All communications regarding this Agreement shall be sent to Traverse City Area Public Schools at PO Box 32, Traverse City, MI 49685-0032 and to Grand Valley State University at 158 Lake Michigan Hall, 1 Campus Drive, Allendale, MI 49401-9403.
2. Any written notice under this Agreement shall become effective as of the date of mailing by registered certified mail and shall be deemed sufficiently given as sent to the addressee at the address stated in this Agreement or such other address as may hereafter be designated by notice in writing.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_