

## PRACTICUM AGREEMENT

Agreement effective as of the 1<sup>st</sup> day of September, 2015 by and between Ithaca College, an educational institution with a principal place of business at 953 Danby Road, Ithaca, NY 14850-7240 ("Institution"), and the Horseheads Central School District ("the District") with a principal place of business located at One Raider Lane, Horseheads, NY 14845.

### RECITALS:

- A. The Institution is in the business of preparing students for professional careers in education and, as part of that preparation, arranges field instruction/practical training/student teaching ("practicum") experiences for its students.
- B. The District employs people in the professions for which the institution seeks practicum placements.
- C. The Institution desires to place its students in practicums within the District.
- D. The District is willing to provide practicums for the Institution students under certain terms and conditions.

Therefore, based on their mutual promises and other valuable consideration, the parties agree as follows.

### TERMS:

1. The District shall have sole discretion to offer as many, as few, or no practicums as it may determine.
2. The Institution represents that any students it seeks to place with the District will be adequately trained and knowledgeable for the practicum experience sought.
3. The Institution shall designate a Coordinator of Field Experiences who will serve as liaison between the Institution and the District. The Coordinator of Field Experiences will request placements of practicum students through the principal or designee selected by the District and will communicate with the principal and site-based mentor to confirm placement arrangements.
4. The Institution shall designate a College Supervisor who will maintain consistent contact with the student throughout the practicum. The Institution will not be responsible for on-site supervision. The District shall identify and provide appropriate personnel to supervise the Institution's students in their practicum assignments.
5. The District and the Institution shall agree, prior to placement of students, upon the duration of the practicum as well as the number of days and hours per week expected of the student in the practicum experience.

## PRACTICUM AGREEMENT

6. Each of the Institution's students placed with the District shall meet professional dispositions expectations as established by the Institution.
7. The District reserves the right to reject any student proposed by the Institution for a practicum experience or to terminate any student placed in the practicum for valid and reasonable non-discriminatory reasons; and the Institution shall remove any employee or student of the Institution from the practicum experience at the District upon written notice that such person is no longer acceptable to the District pursuant to this paragraph.
8. The Institution will provide reasonable accommodations or supports required under State or Federal disability laws by the student in order to perform in the practicum, however, the District remains responsible for ensuring its facilities are accessible in conformance with such laws.
9. The District retains final responsibility for, and control over, the quality of educational instruction rendered at District schools.
10. The parties acknowledge that the student participants are not employees of the District or the Institution during their practicums but rather students of the Institution satisfying requirements of their degree programs. As a result, the students shall not be eligible for, nor receive, pay or other compensation or benefits of any kind. The parties agree that students may not serve as paid substitute teachers. Students must be under the supervision of a qualified substitute teacher if the mentor teacher is absent.
11. Students shall be subject to and shall abide by all applicable policies, rules and regulations of the District, as well as Federal, State and Local law and regulation. The parties acknowledge that the educational records of students of the Institution and the District are protected by the Family Educational Rights and Privacy Act (FERPA) and that the permission of students or their legal guardians must be obtained before student data can be released to anyone.
12. The Institution shall advise each student that the District may require, and shall be provided upon request, a physician's statement that the student is free from any health impairment which may pose a risk of illness or injury to the District's students and staff or interfere with the performance of assigned duties.
13. The Institution shall maintain comprehensive general liability insurance, including blanket contractual and professional liability coverage with limits of \$1,000,000/\$3,000,000, for students and coordinators during the term of this Agreement naming the District as an additional insured under the general liability policy. Certificates of insurance shall be provided to the District and shall contain an endorsement requiring thirty (30) days advance notice to the District of any expiration, cancellation or curtailment of coverage. The Institution shall have the option of self-insuring any of the risks covered by this Agreement. The Institution will provide a Certificate of Insurance to the District.

## PRACTICUM AGREEMENT

14. In accordance with State law and decisions there under, each party shall be responsible for any liability, claim, loss, damage, suit or judgment (and if assessed by a court of competent jurisdiction, any costs, expenses and reasonable attorney's fees) arising directly from its own negligent acts or omissions, as well as the negligence or misconduct of its officers or employees in connection with or on account of the activities carried out under this agreement.
15. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed so as to make the parties joint ventures, partners, or agents of the other. Neither party shall have nor hold itself out as having any power or authority to bind, create liability for, or otherwise act on behalf of the other.
16. This Agreement constitutes the entire understanding of the parties and may only be amended by written consent of the parties.
17. The Agreement shall be governed by and construed in accordance with New York State Law.
18. Each party agrees that its conduct related to this agreement will not discriminate on the basis of sex, disability, age, race, color, creed, national origin, sexual orientation, veteran's status, or gender identity or expression.
19. The term of this Agreement shall be three (3) years, unless earlier terminated by the parties upon mutual consent or as otherwise set forth within. After the initial three (3) year term of this Agreement, this Agreement shall renew for successive three (3) year terms by execution of a Letter of Continuity every three (3) years. Either party may terminate this Agreement earlier, with or without cause, upon sixty (60) days written notice to the other party personally delivered or sent by registered mail, return receipt requested and shall be deemed given upon the earlier of receipt or three days after mailing. In the event that this Agreement is terminated by either party, the students enrolled at the time of termination will be given the opportunity to complete their practicum at the school where they were placed prior to termination.

The parties consent to this Agreement is indicated by their signatures below.

### **HORSEHEADS CENTRAL SCHOOL DISTRICT**

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

Name/Title:

### **ITHACA COLLEGE**

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

Name/Title: