

Field Experience Affiliation Agreement

THIS AGREEMENT is made this 13 day of September, 20 23 by and between

Reach Cyber Charter School, 770 East Park Drive, Harrisburg, PA after referred to as the
Company name *Company Address*
 "Affiliate") and LUZERNE COUNTY COMMUNITY COLLEGE, Nanticoke, Pennsylvania, a not-for-profit institution incorporated under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as the "College").

WHEREAS, the College, through its Department of Social Science/History, provides an institutional program leading to an Associate in Applied Science in Early Childhood Education and a Para-educator Diploma (hereafter referred to as "Education Program"). As part of the curriculum for the Education Program, field experiences are required and include observation, exploration, and participation in accordance with the requirements set forth by the Pennsylvania Department of Education.

WHEREAS, the parties hereto agree that students in the Education Program from the College participate in the field experience and practice at the Affiliate all in accordance with the provisions herein; and

WHEREAS, the Affiliate operates a Cyber School ("Facility") located at 750 East Park Drive, Harrisburg, PA.
Type of facility *Address of facility*

WHEREAS, the provisions of such field experience and practice is to the benefit of the College, its students in the Education Program, and Affiliate.

NOW, THEREFORE, in consideration of the mutual obligations stated below, and the benefits accruing to each of the parties hereto, the College and the Affiliate do hereby enter into this Agreement upon the following terms, covenants, and conditions:

1. The College will, as part of an established program of education, training, and/or observation be permitted to send students to the classroom or workplace of the Affiliate for the purpose of field experience (see APPENDIX I for definitions and explanation of field experience) in accordance with the terms and conditions set forth under "Schedule A" which is attached and incorporated by reference, and made a part of this Agreement. In furnishing the field settings for experience and practice for student learning, the Affiliate shall be solely responsible for the care provided to the children/students in the Affiliate's domain. The College shall be solely responsible for the education of the students in connection with the experiences and practice.

2. Mutual Terms and Conditions:

- a. *Terms of Agreement.* The term of this contract shall be for a period of one year commencing on the date first written above and continuing for one year. This contract shall automatically renew for successive one-year terms thereafter, with the total period under this Agreement not to exceed five (5) years, unless either party notifies the other party in writing at least sixty (60) days prior to the end of the initial term or any of the four renewal terms of the notifying party's intent not to renew at the end of the then-current term.
- b. *Termination of Agreement.* The College may terminate this Agreement for any reason with sixty (60) days written notice. Either party may terminate this Agreement in the event of a substantial breach, however, should the Affiliate terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until the end of the then-current semester.

- c. *Nondiscrimination.* Luzerne County Community College does not discriminate on the basis of race, color, national origin, sex, disability or age in its programs or activities. For a complete copy of the LCCC non-discrimination policy, go to <https://www.luzerne.edu/about/titleix.jsp>. Inquiries may be directed to the Title IX Coordinator, Kim Hogan, Director of Human Resources, LCCC, 521 Trailblazer Drive, Nanticoke, Pennsylvania, 18634, 800-377-5222 extension 7363. Inquiries related to accessibility services for students may be directed to the Section 504 Coordinator, Graceann Platukus, Vice President of Enrollment Management and Student Affairs, LCCC, 521 Trailblazer Drive, Nanticoke, Pennsylvania, 18634, 800-377-5222 extension 7243.

The Affiliate agrees that they are an Equal Opportunity Employer. Students and alumni will be accepted and assigned to field work opportunities and otherwise treated without regard to race, color, religion, national origin, sex, marital status, veteran status or disability, as well as other classifications protected by applicable state or local laws.

- d. *Interpretation of the Agreement. Venue.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement, without regard to conflicts of law provisions of any state. All actions and proceedings arising out of or relating directly or indirectly to this Agreement will be filed and litigated exclusively in any state court or federal court located in the County of Luzerne, Pennsylvania. The parties expressly consent to the jurisdiction of these courts, agree that venue is proper in these courts and consent to service of process made at the last known address in the parties' records.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Relationship of Parties.* The relationship between 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.
- g. *FERPA.* The College and the Affiliate shall comply with the Federal Educational Rights and Privacy Act of 1974, as amended.
- h. *Taxes.* The College shall not be responsible for the payment of any federal, state or local taxes for or on behalf of the Affiliate under any circumstances.
- i. *Successors and Assigns.* This agreement mutually binds and benefits all heirs, assignees, and successors of both the Affiliate and the College.
- j. *Counterparts.* It is understandably possible that each party may sign several counterparts of this Agreement. It is hereby agreed that each duly signed counterpart is considered valid as part of this Agreement.
- k. *Waiver.* Waiver by one party hereto of breach of any provision of this Agreement by the other shall not be construed as a continuing waiver.
- l. *Severability.* Should any court determine any provision of this Agreement, or any portion thereof, to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
- m. *Assignability.* This Agreement may not be assigned without the prior written consent of the College.

3. The Affiliate reserves the right to terminate the participation of any individual at any time for a violation of the rules and regulations of the Facility at the sole discretion of the Affiliate. Each student will be advised of the rules and regulations of this field work program. Any disciplinary or academic problems that arise during a student's field work with the Affiliate shall be reported to the College immediately.
4. The Affiliate represents and warrants to the College that:
 - a. All field work, even though they may include actual operation of the Facilities of the Affiliate, are similar to training which would be given in an educational environment;
 - b. The field work experience is for the benefit of the intern;
 - c. The intern will not displace regular employees of the Affiliate, but will work under close supervision of existing staff;
 - d. The Affiliate derives no immediate advantage from the activities of the intern; and on occasion its operations may actually be impeded;
 - e. The intern is not necessarily entitled to a job at the conclusion of the field work; and
 - f. The Affiliate and the intern understand that the intern is not entitled to wages for the time spent in the field work.
5. The Affiliate agrees to provide the participating student access to the classroom or workplace activities for the purpose of field work in accordance with the terms and conditions outlined in Schedule A. The coordinator at the Affiliate, in conjunction with the coordinator at the College, will establish a schedule of dates of observations, the hours required by each intern student, and any other relevant criteria which will enhance the educational excellence of the program.
6. The Affiliate agrees to indemnify and hold harmless the College, its trustees, officers, agents and employees, from any liability, loss or damage they may suffer in relation to, as a result of, or related to causes of action, claims, demands, costs or judgments against them for any injury or damage to person or property arising out of the activities to be carried out pursuant to this Agreement, as a result of the direct or indirect action, inaction, omission or commission of any student, instructor, employee, agent, or other participant in the field work program; provided, however, that any such liability, loss or damage resulting from the gross negligence or willful malfeasance of any College trustee, officer, agent or employee is excluded from this Agreement to indemnify and hold harmless. Both parties agree that upon receipt of any and all notices of such referenced causes of action, claims, demands, costs or judgments arising out of the activities to be carried out pursuant to this Agreement, the party receiving such notice will notify the other party promptly. Affiliate agrees, at its own expense, to provide attorneys reasonably acceptable to the College to defend against any actions brought or filed against the College, its trustees, officers, agents and/or employees with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed. The College agrees to cooperate with Affiliate in the defense of such claim or action, provided, however, that no settlement or compromise shall be accepted or entered into which binds the College unless the College has given its prior written consent thereto. This indemnity obligation shall survive the termination of this Agreement.
7. The parties hereto declare it to be their mutual and joint purpose to provide students in the Education Program at the College with the field experience and practice as required by the College.

8. The College shall be solely responsible for the selection of students into its Education Program who participate in field experience and practice at the Affiliate. In discharging its responsibility, the College shall provide assurance that only students whose health status presents no danger to children/students of the Affiliate; who have successfully met the prerequisite academic standards; who have obtained child abuse, Pennsylvania criminal and FBI fingerprinting clearances; and who have a current TB screening may utilize the field experiences and practice for educational purposes at the Affiliate.

9. A qualified faculty member of the College can be contacted at any time that Education Program students are present for field experiences and practice. In discharging its responsibility, the College shall provide assurance that only faculty who are certified teachers in the Commonwealth of Pennsylvania; and who meet the standards for an academic appointment in an institution of higher education will provide field supervision for the education of students. The Affiliate shall maintain overall direction and control of the activities pertaining to child/student care.

10. College students are at all times responsible for adhering to the reasonable policies, rules, standards, practices and schedules of the Affiliate (collectively the "Policies") which Policies shall be conveyed to the College students at the commencement of the field experience, and from time to time thereafter as said Policies are amended.

11. The Affiliate shall provide the following: All necessary supplies associated with the field learning experience and practice.

12. The administrator of the Affiliate and an Education Program faculty member from the College will confer as needed at their mutual convenience to coordinate and to assess the efficacy of the field experiences.

13. All facilities made available for College students field experiences and practice at the Affiliate shall be free of charge.

14. College students and faculty shall not reveal confidential information concerning children/students or staff of the Affiliate. Staff of the Affiliate shall not reveal confidential information about a student or faculty member.

15. Any notice to be given hereunder by any party to the other may be affected with by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses set forth hereinafter, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing.

If to Affiliate: R e a c h C y b e r C h a r t e r If to College: Luzerne County Community College

750 East Park Drive,
Harrisburg, PA 17111 _____

521 Trailblazer Drive
Nanticoke, PA 18634

Attention: L e e A n n R i t c h i e _

Attention: Early Childhood Education Program

With Copy to: J a n e S w a n _____

With Copy to: Finance Division Administrator

16. This Agreement constitutes the entire Agreement between the parties. Any and all previous oral and/or written agreements between the parties regarding these issues are herewith superseded.

[Signatures submitted on the following page.]

8/1/23

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their officials duly authorized.



Thomas P. Leary, President Date 9/14/23

Attest/Witness Signature

LeeAnn Ritchie 9/13/2023

Authorized Affiliate Signature Date

Attest/Witness Signature

LeeAnn Ritchie, Chief Academic Officer

Authorized Signature Printed Name/Title

APPENDIX I

Taken from PDE Pre K – 4 Program Specific Guidelines, 2009 p. 40ff - 41

FIELD EXPERIENCES AND STUDENT TEACHING

Field Experience and Student Teaching Requirements

The professional education program is required to provide evidence of the candidate's participation in developmental field experiences and student teaching, under the supervision of college personnel and cooperating teachers who are well trained, highly qualified, and who demonstrate competence in teaching and mentoring in the field of Pre K – 4 education. The Pre K – 4 certification programs must also provide evidence that the criteria and competencies required for exit from the program are assessed through coursework, field experiences and student teaching. In addition to incorporating a self-reflective emphasis, the program is expected to require candidates to demonstrate their knowledge and competence in fostering student learning and child well-being. To the extent possible, candidates should be assigned to field experiences and student teaching sites in which staff have Early Childhood or Elementary certification or are able to provide supervision from an external certified teacher.

Definitions of Field Experience and Student Teaching

There are four stages of field experience and student teaching. Each one is progressively more intensive and requires the candidate to assume gradually more responsibility. The experiences should take place in collaborative settings to give candidates a flavor for the values, culture, and working styles of learning environments. This includes learning about the socio-emotional and academic traits of students, and gaining experience with the teaming approach to teaching through direct observation and participation in teamwork and collaboration at the early childhood level.

Field experiences are defined as a range of formal, required school and community activities participated in by students who are enrolled in teacher preparation programs. These activities generally do not include student teaching under the supervision and mentorship of a classroom teacher. Effective field experiences provide candidates with increasing exposure to schools, under the guidance of program faculty and trained teacher mentors, throughout the preparation program. Institutions should explain:

1. How they implement field experiences to allow candidates to progress from observing, to working with small groups of students, to teaching small groups of students under the direction of a certified teacher, to the culminating student teaching experience.
2. The duration of candidate field experiences.
3. How these experiences are closely integrated with coursework, assessment practices, and program goals.

Student teaching is defined as a set of organized and carefully planned classroom teaching experiences required of all student teachers in a preparation program. Student teachers are assigned to one or more classrooms, closely supervised and mentored by a certified teacher, the cooperating teacher, who provides regular feedback to the student on his or her classroom teaching performance. General supervision of student teachers is provided by a university or college professional educator.

Field Experience Guiding Principles:

- Field experiences are designed and delivered for candidates to make explicit connections with content areas, cognitive development, motivation and learning styles.

- Field experiences allow teacher candidates to observe, practice, and demonstrate coursework competencies, under the supervision of education program faculty and under the mentorship of certified teachers.
- Field experiences must allow teacher candidates to progress from observation to teaching small groups of students under the mentorship of a certified educator at the pre-student teaching level, to the culminating student teaching experience.
- Field experiences are on-going throughout the program, aligned with coursework, and include varied experiences in diverse environments.
- Candidates need time to learn and demonstrate the complex competencies and responsibilities required by teachers.

Types of Field Experiences and Student Teaching

Each candidate must participate in a minimum of 190 hours of field experiences prior to student teaching, including one Pre K placement (includes birth through Pre K), one K-1 placement, and one placement in grades 2-4. At least one placement during Stage 3 or Stage 4 (student teaching) must include students in inclusive settings. An inclusive setting is defined as an educational setting which includes children with and without special needs. An inclusive setting includes at least one child with an IFSP/IEP. At least one placement during Stage 3 or Stage 4 must be in a public school setting or a Pre K program sponsored by a school district.

The student teaching component of approved programs in the Commonwealth is expected to involve institution faculty with knowledge and expertise in the certification area being pursued by a teacher candidate. Classroom mentor teachers (sometimes called cooperating teachers), under whose direct supervision the student teachers work, are expected to be trained by the institution, preferably in Pre K – 4 best practices, and to have appropriate certification.

Candidates must learn to identify and conduct themselves as members of the profession. They need to know and use ethical guidelines and other professional standards related to Pre K – 4 best practices. Candidates must also have opportunities to collaborate with other professionals and become informed advocates for sound educational practice and policies.

Professional Behaviors to be Demonstrated throughout the Field Experiences

- Understand and adhere to Codes of Conduct
- Appreciate the need for, and maintain, student, family, and staff confidentiality
- Acquire and maintain appropriate clearances
- Understand and adhere to policies and procedures of the specific institution
- Advocate for high quality, child-centered teaching practices utilizing the appropriate supervisory channels, including requirements related to mandated reporter status

Field Experience Stages

The following section describes the four stages of Field experience required for all certificate areas. The descriptions include minimum time requirements.

Stage 1: Observation

Students are observers in a variety of education and education-related settings including community-based child care, Head Start, early intervention, and school districts.

Observations should occur in a range of school and early learning settings (e.g., urban, suburban, rural; high and low-performing schools) so that students have a broad experience and learn as much as possible about pre-K through 4th grade education learners and pre-K through 4th grade education philosophy.

Stage 2: Exploration

This is an experience in which the candidate works under the teacher's supervision during individual tutorials or with a small group of students. Activities can include reading, math, and other subject matter experiences, tutoring children, small group conversations, outdoor play, and monitoring classroom routines and procedures. **Note:** Minimum time requirement for Stages 1 and 2 combined is 40 hours.

Stage 3: Pre-student teaching

This is the beginning of student teaching in which candidates teach small groups of students, in schools and early learning settings. This field experience is a combination of individual tutorials, small group, and whole class instruction at the selected grade level over the course of the semester. Students work with materials that they have prepared and created for classroom instruction. **Note:** Minimum time requirement for Stage 3 is 150 hours.

Stage 4: Student Teaching (not applicable at 2 year level)

There is a minimum of 12 weeks full-time student teaching required in §354.25(f).

SCHEDULE "A"

1. Title of Program: **Early Childhood Education**

2. Summary of Hours and type of Field Work Required per course as charted below:

COURSE	# OF HOURS	FIELD EXPERIENCE STAGE	EXPECTATIONS
ECE 100	20	Observation	Students complete 2 hours of observation in 10 different settings. Pure observation no interaction with children.
ECE 101	10	Exploration	Students complete 10 hours in an infant-toddler setting, interacting with children under direct supervision and using placement to practice assessment, observation, and interaction skills as well as complete some assignments.
ECE 201	10	Exploration	Students complete 10 hours in an early childhood setting, interacting with children under direct supervision and using placement to practice assessment, observation, and music/movement skills as well as complete some assignments.
ECE 202	10	Exploration	Students complete 10 hours in an early childhood setting, interacting with children under direct supervision and using placement to practice assessment, observation, and methods within the area of art as well as complete some assignments.
ECE 203	10	Exploration	Students complete 10 hours in an early childhood setting,, interacting with children under direct supervision and using placement to practice literacy assessment, observation, and teaching methods as well as complete some assignments.
ECE 204	10	Exploration	Students complete 10 hours in an early childhood setting, interacting with children under direct supervision and using placement to practice math and science assessment, observation, and teaching methods as well as complete some assignments.
ECE 205	10	Exploration	Students complete 10 hours in an early childhood setting, interacting with children under direct supervision and using placement to practice health, nutrition, and safety assessment, observation, and teaching methods as well as complete some

			assignments.
ECE 210	10	Exploration	Students complete 10 hours in an inclusive setting, interacting with children under direct supervision and using placement to practice assessment, observation, and interaction skills as well as complete some assignments.
ECE 219	140	PreTeaching	Students complete 140 hours of participation in the program focusing on the topic of observation, assessment and recordkeeping observing assessment situations and evaluating various observation, assessment, and recording techniques. Students are observed twice in the semester by the LCCC supervisor and are required to teach lessons, do a child study and experience as much of the teaching process as program allows.
ECE 220	135	PreTeaching	Students complete 135 hours of participation in the program focusing on the topic of play creating play-based learning situations, observing play, and assessing play. Students are observed twice in the semester by the LCCC supervisor and are required to teach play-based lessons, create a bulletin board and a learning center, and experience as much of the teaching process as program allows.
PAR 219	140	PreTeaching	Students complete 140 hours of participation in the paraeducator student role focusing on the topic of observation, assessment and recordkeeping for the remediation of math and reading. Students are observed twice in the semester by the LCCC supervisor and are required to carry out directions given by the cooperative teacher, create learning materials, and document assessment as directed.

3. Program beginning date: Arranged with the Affiliate facility at the beginning of each semester (Fall semester begins in September; Spring semester begins in January; and Summer semester begins in June). Each student will present a course specific letter of introduction, time log to be completed, and cooperative evaluation.
4. Schedule for use of AFFILIATE for observation: To be established between the student and faculty member arranging the field experience hours with the Affiliate with mutual understanding and scheduling.