

Grace B. Luhrs University Elementary School

Affiliation Agreement

Between

Shippensburg Area School District

And

Shippensburg University

July 1, 2022 – June 30, 2026



**AFFILIATION AGREEMENT WITH SHIPPENSBURG UNIVERSITY
AND
SHIPPENSBURG AREA SCHOOL DISTRICT**

SU/SASD 2022-2026 Affiliation Agreement

THIS AGREEMENT, is made this 28TH day of FEBRUARY, 2022, by and between SHIPPENSBURG UNIVERSITY OF PENNSYLVANIA (hereinafter referred to as "University"), an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania and the school district, SHIPPENSBURG AREA SCHOOL DISTRICT (hereinafter referred to as "SASD"). The parties intend to be legally bound to the following terms concerning the Grace B. Luhrs University Elementary School (hereinafter referred to as the "Luhrs School").

I. PERSONNEL

A) Hiring

1. The University will employ the Director of the Luhrs School and one faculty member per grade level for grades K, 1, 2 and the building office secretary. SASD will employ all other faculty. The parties agree to have the right to adjust the employment of these positions between the parties on a temporary basis to accommodate any emergency situations that may arise concerning personnel assignments.
2. All personnel must provide such background and security clearances as required by law.
3. The Luhrs School faculty employed by the SASD will be hired in accordance with school district policies and procedures.
4. Candidates nominated for teaching at the Luhrs School shall have a minimum of three years appropriate teaching experience (full time experience preferred), be appropriately certified, and be willing and able to discharge the broad range of responsibilities itemized under Section B: Duties.
5. After candidates have been nominated, the Superintendent of the SASD in consultation with the Director of the Luhrs School and the Dean of the College of Education and Human Services will make the final selection.
6. Luhrs School substitute teachers will meet SASD credential requirements.

B) Duties of Luhrs School Faculty

Faculty at Luhrs School will:

1. Discharge all of the classroom teaching responsibilities traditionally assigned to the classroom teacher.
2. Serve as a demonstration teacher by providing University students and interested persons from the regional service area with opportunities for observation of and participation in classroom experiences.

3. Participate in curriculum development activities. The curriculum used at Luhrs shall be entered into district software (currently Rubicon Atlas) for sharing with other grade levels and Administration and to support accreditation processes.
4. Participate in cooperative planning and research projects with University professors and students.
5. Participate in regional, national, and international organizations and conferences.
6. Encourage active family involvement and volunteerism through parent meetings and conferences.
7. Supervise pre-professional teachers and interns in their interactions with students enrolled at the Luhrs School

C) In-Service Programs

1. Luhrs School in-service programs will be determined by the Luhrs School faculty, director, and the SASD Superintendent or designee.
2. Luhrs School faculty hired by the SASD will attend the school district in-service programs or other in-service events as coordinated by the Luhrs School Director.
3. If budgeted specifically for Luhrs School, in-service expenses (travel, presentations, etc.) by Luhrs School faculty are the dual responsibility of the SASD and Shippensburg University.
4. Luhrs School faculty hired by Shippensburg University will attend district and grade level in-service as determined by the Luhrs School director and the SASD Superintendent or designee. Faculty hired by the school district will meet the SASD requirements for in-service.

D) Other Benefits

1. University clinical faculty status.
2. Full University faculty library privileges
3. A University provided stipend per semester for working with University students.
4. Faculty parking.

II. ADMINISTRATION

A) The Luhrs School Director will:

1. Hold a Pennsylvania Principal Certification, and serve as the supervisor for Luhrs School teachers employed by the SASD.
2. Coordinate and direct the instructional activities of all faculty, aides, and support staff.
3. Assure that the instructional program at Luhrs School is aligned with current research on effective instructional practices as outlined in the GBLUES Educational Program Guidelines.
4. Along with the Director of Special Education, assure that Individual Educational Plans (IEPs and GIEPs) for identified students are implemented at the Luhrs School consistent with protocol of SASD principals.
5. Supervise and coordinate the schedules for observations, participation experiences, and all other special activities that occur within Luhrs Schools.

6. Coordinate curriculum development projects in consultation with the SASD Superintendent or his/her designee.
7. Be available for consultation with faculty, students, and parents/guardians on all appropriate matters concerning the instructional program or school environment.
8. Supervise and/or coordinate all regularly scheduled in-service activities in cooperation with the SASD Superintendent or his/her designee.
9. Prepare regular reports as required of SASD school principals and as required by Shippensburg University.
10. Represent Luhrs School on the Council for the College of Education and Human Services and the SASD Administration Team.
11. Represent Luhrs School at regional, state, and national conferences.
12. Interview and recommend long-term substitute teachers for Luhrs School
13. Develop and administer a program designed to provide students, faculty, and staff with a secure and safe learning environment.

B) The Dean of the College of Education and Human Services will:

1. Provide budgetary support sufficient to accomplish the approved program goals.
2. Give final approval to all staffing arrangements.
3. Be available with the Superintendent when appropriate for consultation with faculty, students, parents/guardians, or community groups.
4. Be available to participate in the yearly review of the GBLUES Educational Program Guidelines in consultation with the Director of the Luhrs School, the SASD Superintendent or his/her designee, and the Department of Teacher Education.

C) The SASD Superintendent or designee will:

1. In consultation with the School Director, serve as liaison with the SASD Board on behalf of the Luhrs School.
2. In consultation with the School Director, review the substance and director of the development of the instructional program at Luhrs School.
3. Participate in the screening and appointment of faculty employed at Luhrs School by the SASD.
4. Be available, when appropriate, for consultation with faculty, students, parents/guardians, or community groups.
5. Make available instruction consistent with SASD exploratory courses with regard to, for example: art, music, physical education, health, counseling, and Child Study Team Services.

III. CURRICULUM

A) In addition to providing a sound and effective instructional program for children, Luhrs School faculty will:

1. Provide laboratory experiences for University students in support of their programs in such areas as sociology, psychology, counseling, social work, and teacher education. SU students are invited to visit/assist at the other SASD schools. Promote, in cooperation with University

faculty, curriculum development, validation, and dissemination to district schools and schools in the service area of the University.

2. Cooperate with properly approved research proposals designed by the University and/or SASD faculty.
3. Develop and foster collaborative relationships with district schools to promote sharing of curricular and instructional ideas and strategies.

B) Proposals for curriculum development and research projects may be initiated by:

1. University faculty and/or administration, according to their academic expertise and interest, if approved by the College of Education and Human Services Dean or designee and SASD Superintendent or designee.
2. School district faculty and/or administration, in support of the district's needs and interests, as identified by the SASD Superintendent and approved by the College of Education and Human Services Dean or designee.

C) Instructional Materials

The SASD will provide the Luhrs School with district approved textbooks/digital texts and workbooks consistent with what is provided for JBES, NGES, and SAIS. Luhrs School faculty can pilot instructional materials following approval from the School Director and the District Superintendent. If Luhrs chooses to use a curriculum or resources different than JBES and NGES, and the School Director and District Superintendent approve, the Principal/Director of Luhrs School will present the approved plan to the SASD School Board with a proposed timeline of implementation. Once implemented, a written or oral report shall be provided to the SASD School Board on a semester basis reporting the results of the innovative or research based curriculum. An annual written report will be provided to the Superintendent each year by July 1 to share with the Board of Directors.

D) Student Field Trips

Luhrs School field trips will be comprised of District Board approved options, like those trips taken by JBES and NGES. Each grade level may take up to two field trips annually and the trips shall be funded by the school PTO or parent/student contributions. The elementary schools will meet to determine the annual field trips by June 30th of each school year.

E) Programs and Instruction

The SASD Superintendent and the Dean of the College of Education and Human Services, after consultation with the Director of Luhrs School and the Department of Teacher Education will review and approve the substance and director of instructional and programmatic matters to assure that they align with the Pennsylvania Department of Education's curricular standards. The Dean of the College of Education will support the SASD Superintendent in the event the Pennsylvania Department of Education raises any issues related to curricular, instruction, or programmatic

matters. Any disputes, which arise and cannot be settled by SASD and the College of Education and Human Services, shall be brought to the Pennsylvania Department of Education for resolution.

IV. STRUCTURE AND IMPLEMENTATION PLAN

A) Configuration

The University and SASD agree to retain the kindergarten to fifth grade configuration in alignment with current structure.

B) Technology Responsibilities

SU	SASD
Infrastructure	Instructional software (equivalent to JBES/NGES per student)
Hardware for SU teachers	<ul style="list-style-type: none"> Hardware for students (equivalent to JBES/NGES/SAIS) Hardware for SASD teachers
Printers & supplies for students and staff	Will provide training to teachers on software
Provide tech service to students and staff	
Wi-Fi availability – Internet access	Student Information
Any purchases that would impact SASD need to be discussed prior to purchasing	Any purchases that would impact SU need to be discussed prior to purchasing

C) Enrollment

The University and SASD will actively engage in recruitment, promotion, and enrollment procedures that are visible, engaged with the community, and in alignment with the Corrective Action Plan requirement to have the composition of Luhrs School represent the demographics of the school district. Lottery procedures and ongoing enrollment procedures will be clearly defined.
Lottery Procedures

The lottery process is a family process; therefore, students currently enrolled in Luhrs School and their siblings will not be required to participate in the lottery and will be automatically enrolled. Families with students currently enrolled in Luhrs School that wish to enroll a kindergarten student must register their child via the SASD kindergarten registration process.

The lottery for families interested in attending Luhrs School will be held prior to June 1st of the academic year. It will be open to families that have completed the Letter of Interest and delivered/mailed it to the Office of the Superintendent or designee by the stated deadline of May 1st each year and have students who will be in kindergarten through grade 5. The student(s) must be pre-registered with SASD before being eligible to participate in the lottery process.

The lottery drawing will continue until all names are drawn and placed on the rolls for Luhrs School or on a waiting list in the order they were drawn. If kindergarten spaces are available, the SASD will assign new students to the Luhrs School with parental permission. If/when openings occur during the school year at any grade level, the empty slots will be filled from the waiting list. If there are no names on the waiting list, the school district may assign new students to the slot, with parental permission.

E) Class Sizes

Kindergarten and first grade classes will be enrolled at 20 students. Second and third grade classes will be enrolled at 22 students. Fourth and fifth grade classes will be enrolled at 24 students. Should the district average enrollment exceed these class sizes by more than 5%, the district will review these enrollment sizes with the University to determine class sizes to correspond with other district schools with consideration for the extra space required for education methods class students to actively work in the classrooms as well as parent involvement that is encouraged at the Luhrs School.

F) School Hours

In conjunction with district transportation morning schedules, Luhrs School hours will be 8:50 a.m. to 3:20 p.m. This time is subject to change if the starting times of other district schools should change.

G) Parking Passes

Parking passes will be provided for SASD School Board members, SASD District administration, and SASD Technology Specialists who service Luhrs School.

V. REIMBURSEMENT

The District will reimburse the University for students in the Luhrs School program based on the October 1st enrollment count. That reimbursement shall be made no later than May 31st of each year of the agreement. The reimbursement will be a stated percentage of the basic per student instructional subsidy received by SASD from the Commonwealth. The annual payment will be based on the following schedule:

- A. 65% of the basic per student instructional subsidy for all students registered in classes taught by Shippensburg University faculty.

- B. 15% of the basic per student instructional subsidy for all students registered in classes taught by SASD faculty.
- C. The parties hereby agree to make appropriate reimbursement to each other for any costs incurred for any personnel assignments that have been adjusted on a temporary basis to accommodate any emergency situations that occur concerning personnel assignments. Either party shall be notified, in writing, prior to any adjustments being made.

VI. EVALUATION

The evaluation of Luhrs School faculty shall be a joint effort of the SASD certified administrative staff, (i.e., Superintendent or designee) and the Director of Luhrs School as outlined in the GBLUES Educational Program Guidelines and per the respective Collective Bargaining Agreements. SASD faculty evaluations will be completed via PA-EETP or other software that may be used for all other SASD professionals.

VII. COLLECTIVE BARGAINING

All areas of agreement concerning Luhrs School faculty within this Affiliation Agreement must comply with the Collective Bargaining Agreements between SASD and the SAEA, and Shippensburg University and the Association of Pennsylvania State Colleges & University Faculties (APSCUF).

VIII. MUTUAL TERMS AND CONDITIONS

- A. *Term of Agreement.* The term of the Agreement shall commence on the Effective Date and shall end June 30, 2026, but may be extended annually for two additional years by mutual consent, thereafter, subject to the other provisions of the Agreement.
- B. *Termination of Agreement.* The University or the SASD may terminate this Agreement for any reason with at least one-year's notice. Either party may terminate this Agreement in the event of a substantial breach.
- C. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972, and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- D. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- E. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.

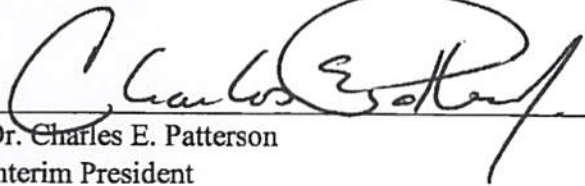
- F. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. Each organization is a separate entity.
- G. *Liability.* Neither of the parties shall assume any liability to each other except as specifically stated in this Agreement. As to liability for damage, injuries or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement unless such a waiver is expressly and clearly written into a part of this Agreement.
- H. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

IX. EDUCATION PROGRAM GUIDELINES

Both parties agree to jointly develop the Educational Program Guidelines beginning immediately and ending no later than six months (or as determined by both parties) from the signing date of this Affiliation Agreement. The guidelines may include but are not limited to in-service requirements, program enhancement, procedures for collaboration and the sharing of best instructional practices, program review, and alignment of teacher evaluations to state requirements.


IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

FOR: Shippensburg University of Pennsylvania



Dr. Charles E. Patterson
Interim President


02/28/2022
Date



NAME:
Executive Vice President


3-23-22
Date

FOR: Shippensburg Area School District



Mark Buterbaugh
School Board President

2/28/22
Date



Dr. Chris Suppo
SASD Superintendent

2/28/22
Date

Approved as to Form and Legality:



NAME:
University Legal Counsel

3/25/2022
Date



Renald Repak
SASD Legal Counsel

3-7-22
Date