

**MEMORANDUM OF UNDERSTANDING WITH COLLEGE OR UNIVERSITY
FOR GRAND CANYON UNIVERSITY**

THIS MEMORANDUM OF UNDERSTANDING WITH COLLEGE/UNIVERSITY FOR SCHOOL COUNSELORS EARNING A PUPIL PERSONNEL SERVICES CREDENTIAL of student STUDENTS (“Agreement” or “MOU”), dated for convenience August 6, 2024, is entered into by and between GRAND CANYON UNIVERSITY (“College”) and the Mt. Diablo Unified School District (the “District” or “MDUSD”) (collectively, the “Parties”) and details the responsibilities of the Parties with regard to a program to provide College students with required to enter or complete Credential programs.

RECITALS

WHEREAS, pursuant to the provisions of the California Education Code, the governing board of a school district is authorized to enter into agreements with an institution approved by the California Commission on Teacher Credentialing (“CTC”) as an educator preparation and credentialing institution to provide experience in SCHOOL COUNSELING;

WHEREAS, College represents that it is approved by the CTC as an educator preparation and credentialing institution;

WHEREAS, any such agreement (if applicable to this MOU) may provide for payment for services rendered by the school district in an amount not to exceed the actual cost to the school district of services rendered; and

WHEREAS it has been determined between the Parties (if applicable to this MOU) that the value of the services to be rendered does not exceed the actual cost to the District of the services rendered;

NOW THEREFORE, the District and College enter into this Agreement to provide experience in INSERT through which College students enrolled in a corresponding College program (“College Students”), will gain educational experience in District public schools. The following document(s) shall be attached to this Agreement: Insurance documentation pursuant to Section 12 (“College Insurance”) of this Agreement.

AGREEMENT

1. **INCORPORATION OF RECITALS.** The Parties understand and agree that the recitals set forth above are terms of this Agreement, and are fully incorporated herein by this reference.
2. **TERM.** The term of this Agreement shall be from JUNE 1, 2024 through JUNE 30, 2027. This Agreement shall be effective upon approval by the Mt. Diablo Unified School District Board of Education and execution by the duly authorized representatives of the Parties.
3. **TERMINATION.** This Agreement may be terminated at any time in writing by agreement of the Parties. In the alternative, this Agreement may be terminated upon thirty (30) days written notice, pursuant to Section 32 (“Notice to the Parties”), by either party to this

Agreement. Neither such termination shall be deemed to be a breach of this Agreement. In no event shall termination take effect with respect to currently participating College Students, who shall be permitted to complete their including pre-credential early fieldwork placements for any semester in which termination would otherwise occur, except pursuant to Section 9 (“Withdrawal from Program”).

4. **PURPOSE.** The purpose of this Agreement is to delineate the roles and responsibilities of the Parties with regard to a program to provide COUNSELING experiences to College Students in the District’s public schools. The District shall provide such experiences in schools and classes of the District in accordance with CTC Standards. College Students shall be jointly assigned by the College and the District to placements providing COUNSELING experiences in schools or classes in the District for the term as set forth herein. Such early experiences shall be provided under the direct supervision of such employees of the District as the District and the College through which their duly authorized representatives may agree upon. The College and the District shall develop agreed upon expectations for each level of student participation in fieldwork experiences and these shall include at a minimum:
- a. College Roles And Responsibilities:
 - i. Orientation to expectations of each site, including punctuality, professional, ethical and appropriate behavior.
 - ii. The number of hours expected for site visits (includes how these hours will be verified at placement site), extended observations, or supervised classroom participation.
 - iii. Ensuring students understand the confidentiality of the District’s proprietary information, student records and information concerning its students.
 - iv. The type of activities to be completed at each level of fieldwork experience.
 - v. The degree that students will visit, observe and participate in inclusive educational settings for all TK-12th grade students.
 - vi. The degree that students will visit, observe and participate in programs for bilingual learners.
 - vii. College shall require fieldwork students to follow all District health and safety rules, protocols or directives including any vaccination or testing requirements applicable to District employees.
 - viii. The College will assure that all students complete their Livescan, Certificate of Clearance and a TB test before going out to a school site, and will provide the District a copy of the Criminal Background Check/Tuberculosis Clearance Certification form described in Section 15(a)(2) and Section 16, below.
 - ix. College will list all Early Field Work students on an MDUSD Service list shared with the Human Resources Coordinator (Emily Lopez Frizzell at lopeze@mdusd.org), or her successor, and keep this list updated.
 - b. District Roles And Responsibilities:
 - i. Following a collaborative process of placing students in mutually agreed-

upon school sites, a designated classroom teacher will meet with each student at least once to review expectations agreed upon by the College and the District regarding the student's participation in designated classroom-based fieldwork.

- ii. Identify fully credentialed teachers at each selected site who agree to meet and provide observational opportunities for early fieldwork students in their classrooms. Such teachers shall hold a Clear Credential in the content area for which they are providing supervision and have a minimum of three years of content area TK-12 teaching experience.

c. **Student Roles And Responsibilities:**

- i. Attend an orientation facilitated by the College, to receive information on the expectations of the SCHOOL COUNSELING INTERN Placement in MDUSD. The orientation will include:
- ii. Review professional, ethical and appropriate behavior, as well as a review of Board Policy 4119.21 (Professional Standards) and Board Policy 4219.24 (Maintaining Appropriate Adult-Student Interactions).
- iii. Review of the obligations regarding the confidentiality of the District's proprietary information, records, and information concerning its students.
- iv. Review of the activities to be completed at each level of fieldwork experience. The degree that students will visit, observe and participate in inclusive educational settings for all TK-12th grade students and bilingual learners.

5. **DEFINITIONS: Select One (or more)**

“Counseling” and “Counselor” (whether capitalized or lower case) as used herein and elsewhere in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors employed in the schools and classes of District.

“Teaching” and “Teacher” (whether capitalized or lower case) as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers employed in the schools and classes of District.

“Early Fieldwork Experiences” means completion of brief site visits, extended observation, classroom participation under the direct supervision of employees of the District and may include undergraduate academic internships. These employees shall hold valid life diplomas or credentials issued by the CTC, other than emergency, intern, or provisional credentials, and be authorized to serve as

classroom teachers in the schools or classes in which the fieldwork experience is provided.

Other:

6. **COOPERATING MDUSD EMPLOYEE COMPENSATION.** Pursuant to subsection (a) of Section 5 (“Definitions”) herein, the Parties shall work collaboratively to assign appropriately credentialed District staff members to serve as Cooperating MDUSD staff to College Students placed in the District pursuant to this Agreement. If College shall compensate such Cooperating MDUSD Staff for the service provided to College Students, such compensation shall be detailed, immediately below, in this Section 6 “Cooperating Teacher, Counselor or Administrator Compensation.” If College shall not provide compensation to Cooperating Teachers/Counselors or Administrators pursuant to this Agreement, then this Section 6, immediately below, shall be left blank, which shall signify that the Parties understand and agree that no such compensation shall be provided.

7. **PLACEMENTS and ABSENCES.**
 - a. College shall inform the District of official student placement by providing students name, school site, cooperating District staff member and additional information as requested with Human Resources Coordinator (Emily Lopez Frizzell at lopeze@mdusd.org), or her successor.
 - b. Absences of a College Student from the assigned placement shall not be counted as absences in computing the semester units for early fieldwork experience provided to the College Student by the District.
 - c. College will provide information about student early fieldwork placements at District schools on a semester basis for the duration of this Agreement. The list shall include name of student and name of the designated District Cooperating Staff Member and school site for each student placed in a District school.

8. **AGREEMENT APPLICABLE TO COLLEGE STUDENTS.** College shall inform College Students of the terms and requirements of this Agreement, and shall require College Students to comply with all applicable provisions of this Agreement.

9. **WITHDRAWAL FROM PROGRAM.**
 - a. The District may, for good cause, terminate the assignment of any College Student to the early fieldwork experience placement with the District as detailed herein, and, upon request of the District, made for good cause, College shall withdraw the assignment of any such College Student participant. “Good cause” may include but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion, that the presence of the person poses a threat or disruption to operations.
 - b. The College may, for good cause, terminate the assignment of any College Student to the early fieldwork experience program with the District as detailed herein

10. **STATUS OF COLLEGE, DISTRICT, AND COLLEGE STUDENTS.** The Parties expressly understand and agree that all College Students serving in early fieldwork experience placements in District schools pursuant to this Agreement are doing so for educational purposes only, and such College Students are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. The provisions of this Section shall survive the termination or expiration of this Agreement.
11. **EMERGENCY HEALTH CARE/FIRST AID.** District shall, on any day when a College Student is participating in early fieldwork experience at its facilities, arrange for College Student necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical or surgical care to any College Student.
12. **COLLEGE INSURANCE.** College shall procure and maintain for the duration of the MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the College, its agents, representatives or subcontractors. Specifics regarding the amount and type of insurance are set-forth in the attached. Each candidate will be required to provide proof of his/her own professional liability insurance in the amounts of \$1 million per claim/\$3 million aggregate to the GCU field experience office. **APPENDIX A** ("Insurance Requirements").
13. **DISTRICT INSURANCE.** District shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. District shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Upon request, District shall provide College with evidence of the insurance coverage required by this paragraph. District shall promptly notify College of any cancellation, reduction, or other material change in the amount of scope of any coverage required hereunder.
14. **INDEMNIFICATION.**
 - a. The College shall indemnify and hold harmless the District, its Board, officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees) and claims thereof for injury to or death of a person, including but not limited to employees or students of College, or loss of or damage to property, and liabilities (referred to collectively as "Claims") of any type whatsoever to all persons, corporations, and partnerships or other entities, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of College, its officers, employees, agents and/or College Students, as determined by a court of competent jurisdiction. The

District shall provide the College with prompt notice of any Claim for which indemnifications shall be sought hereunder and shall cooperate in all reasonable respects with the College in connection with any such Claim.

- b. District shall indemnify and hold harmless the College, its Board, officers, employees and agents against all claims, damages, injury, losses, expenses (including reasonable attorney's fees) and claims thereof for injury to or death of a person, including but not limited to employees of District, or loss of or damage to property, and liabilities (referred to collectively as "Claims") of any type whatsoever to all persons, corporations and partnerships or other entities, but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees and/or agents, as determined by a court of competent jurisdiction. The College shall provide the District with prompt notice of any Claim for which indemnifications shall be sought hereunder and shall cooperate in all reasonable respects.
- c. In the event of concurrent negligence of more than one Party, its Board, officers, employees, agents and/or College Students, as determined by a court of competent jurisdiction, the liability for any and all Claims shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified. Nothing in this Agreement shall constitute a waiver or limitation of any rights that a Party may have under applicable law in the event of concurrent negligence of persons or entities other than the Parties.
- d. Unless there is a conflict in interest between the Parties, the Parties agree to reasonably cooperate with each other in the investigation and disposition of third-party liability Claims arising out of any services provided under this Agreement. It is the intention of the Parties to reasonably cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of Claims of third parties arising from services performed under this Agreement. The Parties agree to promptly inform one another whenever an incident report, claim or complaint is filed or when an investigation is initiated concerning any service performed under this Agreement. In the event of a conflict in interest, each Party may conduct its own investigation and engage its own counsel.
- e. The provisions of this Section shall survive the termination or expiration of this Agreement.

15. CRIMINAL BACKGROUND CHECK; SUBSEQUENT ARREST NOTIFICATION.

- a. **Criminal Background Check for College Students**
 - i. College shall require fieldwork experience students assigned to the District pursuant to this Agreement to comply with Education Code § 45125.1, whereby the students shall obtain a criminal background check and subsequent arrest notification from the California Department of Justice (CDOJ), including both CDOJ and Federal Bureau of Investigation (FBI) background checks, through a Livescan electronic fingerprint scanning service or other official means of fingerprinting (for example through a Police station), the results of which shall be directed to the College. No

early fieldwork experience student shall have contact with District pupils pursuant to this Agreement if he or she has been convicted of a serious or violent felony as described in Education Code § 45125.1 (*citing* § 45122.1), a sexual offense as defined by Education Code § 44010, or a controlled substance offense as described in Education Code § 44011. This prohibition does not apply to a College Student who has obtained a certificate of rehabilitation and pardon pursuant to California Penal § 4852.01 et seq. for a serious or violent felony listed under Education Code § 45122.1.

- ii. College will notify the District with a list of all early fieldwork experience participants pursuant to this Agreement, and specify to which sites they will be assigned. As written certification of its compliance with the criminal background check and subsequent arrest notification requirements of this agreement, the College shall complete and submit to the District a Criminal Background Check/Tuberculosis Clearance Certification (“CBC/TB form”) substantially in the form attached hereto.
- iii. District shall not be responsible for the costs of the criminal background checks and subsequent arrest notifications.

b. Subsequent Arrest Notification for College Students.

- i. As noted above, in addition to a criminal background check, College shall require its students to obtain subsequent arrest notification be sent to the College to monitor any future arrests of College Students assigned to the District.
- ii. Upon receipt of notice that a College Student has been arrested or convicted of a serious or violent felony as described in Education Code § 45125.1 (*citing* 45122.1), a sexual offense as defined by Education Code § 44010, or a controlled substance offense as described in Education Code § 44011, the College will prohibit such College Student from having any contact with pupils, and will immediately notify District.
- iii. College shall also require its College Students to report any subsequent arrest to College with 24-hours of such arrest. College shall promptly report any such arrest to the District.

16. **TUBERCULOSIS TESTING.** All College Students must clear a tuberculosis examination clearance pursuant to California Education Code § 49406. The District shall not be responsible for the cost of the examination. College shall submit a written certification to the District, on the CBC/TB form.

17. **CONFIDENTIAL INFORMATION**

- a. College and College Students shall comply at all times with the requirements of the Family Educational Records Privacy Act (“FERPA”) and relevant state law regarding the confidentiality and handling of the District’s pupil records, including but not limited to California Education Code §§ 49073 and sequential. College and College Students shall only access District pupil information pursuant to prior written parental consent, legitimate educational interest in performing duties on behalf of the District under this Agreement, or other provisions of federal and state

law permitting access to confidential District pupil information. College and College Students shall not re-disclose confidential District pupil information unless pursuant to federal and state law.

- b. College and College Students agree to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws. College and College Students shall maintain the confidentiality of District pupils’ confidential data as required by HIPAA, HIPAA regulations, HITECH and other applicable laws. Pursuant to Section 10 (“Status of College, District, and College Students”) of this Agreement.
 - c. College, its College Students, employees, agents, and volunteers are not employees of the District. In addition, College employees and College Students are not employees of District and do not receive any compensation from District for their participation in this Agreement. However, for the sole and exclusively limited purpose of compliance with the provisions of HIPAA by College employees and College Students in regard to the confidentiality of District pupils’ health information under HIPAA, which may be found in District pupils’ educational records, and to which College employees and College Students may have access pursuant to this Agreement, College employees and College Students shall be deemed volunteers of the District and shall be considered members of District’s “workforce” as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and such College employees and College Students shall maintain the confidentiality of District pupils’ confidential data as required by HIPAA and FERPA.
 - d. College and College Students shall only use District pupil data for the sole purpose of implementing this Agreement, and for no other administrative, evaluative, programmatic or other purpose.
18. **MODIFICATION OF AGREEMENT.** This Agreement contains the entire agreement between the Parties and supersedes all other oral or written provisions. This Agreement may be amended or modified by the Parties only by written instrument that is executed and approved in the same manner as this Agreement.
- a. This MOU represents the minimum requirements for agreements between a College and MDUSD. If the College seeks to add additional requirements as **Appendix B**, such requirements must be specifically approved. Where any conflict between this MOU and Exhibit B, the provisions of this MOU shall supersede and prevail over **Appendix B**.
19. **USE OF NAME; MARKETING.** Excluding a simple statement or acknowledgement of this Agreement between the Parties, neither party shall use the name, marks or logo of the other party in any planned advertisement, press release, or other planned publicity or marketing materials, in any form or media, without the prior written approval of the other party. Notwithstanding the foregoing provisions of this Section, nothing in this Section shall infringe upon the First Amendment rights, or other legal rights or legal obligations,

of either party.

20. **DISPUTE RESOLUTION.** District and College agree to exercise reasonable efforts and to negotiate in good faith to resolve to the satisfaction of the Parties any issue or dispute that may arise concerning the performance by either party of their obligations under this Agreement. If District's and College's designated contact persons cannot resolve disputes through such negotiations, then the Parties will escalate the dispute to their respective executives who shall have authority to settle the controversy and who are at a higher level of management than the designated contact persons.
21. **SUBCONTRACTING.** College is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement without the prior written consent of the District.
22. **ASSIGNMENT.** It is understood and agreed that the services to be performed by the College under this agreement are personal in character and neither this Agreement, nor any duties or obligations hereunder, shall be assigned or delegated by the College without the prior written consent of the District.
23. **NON-DISCRIMINATION.** (Board Policies 0410 and 6141). The District is committed to providing equal opportunity for all individuals in education. College understands and agrees that in providing services to the District, it is College's obligation to comply with Board Policy 0410, which requires that all District programs, activities, and practices be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. To the extent that the services College will provide to the District under this Agreement include the provision of services to students, College further understands and agrees that, in providing such services to the District, College shall adhere to Board Policy 6144, which recognizes that students may discuss or be exposed to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. In the event that controversial issues are discussed or presented during the course and scope of College's services under this Agreement, College agrees topics shall be relevant to the student activity and should be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view. College further understands and agrees that it will not disseminate to students any information, in any form, which reflects adversely upon persons because of their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
 - a. College hereby represents and affirms that it is College's policy that its programs, activities, and practices are free from discrimination based on race, color, ancestry,

national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

- b. College agrees that it will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.
24. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.** The Parties acknowledge that, pursuant to the Americans Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, must be accessible to the disabled public. The Parties shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The Parties agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement.
 25. **COMPLIANCE WITH LAWS AND BOARD POLICIES:** College shall keep itself fully informed of applicable federal, state and local laws, regulations, orders, and District Board Policies and Administrative Regulation affecting the performance of, or necessary to ensure the safe and appropriate performance of this Agreement, and shall at all times comply with such laws, regulations, orders, District Board Policies, and Administrative Regulations as they may be amended from time to time.
 26. **MANDATED REPORTING OF SUSPECTED CHILD ABUSE OR NEGLECT.** College will assure that early fieldwork students present at a school site pursuant to this Agreement understand that they are mandated reporters of suspected child abuse or neglect under California Penal Code § 11165.7, and are required to submit reports of suspected child abuse or neglect to Child Protective Services (CPS) as required by law. (Cal. Penal Code § 11165.7, *e.g.* subsections (a)(7) and (a)(8); Sections 11164 and sequential.) Fieldwork students are requested, but not required to notify the District school site administrator when a CPS report has been filed.
 27. **GOVERNING LAW; VENUE.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules. The venue for all litigation relative to this Agreement shall be Concord, California.
 28. **WAIVER.** Either party’s failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement’s terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce

such provisions thereafter.

29. **SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
30. **EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS.** Original copies of this Agreement shall be executed by the respective Party's authorized signatory(ies). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other, provided that any other conditions herein regarding the effectiveness of this Agreement have been met.
31. **SEVERABILITY.** If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
32. **NOTICE TO THE PARTIES.** Notices required under this Agreement shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

Notice to the District:

| | |
|-------------------------|--|
| SITE/DEPARTMENT | Director of Partnerships & MTSS |
| HEAD OF SITE/DEPARTMENT | Director Partnerships & MTSS |
| CONTACT PERSON | Stephanie Roberts |
| STREET ADDRESS | 1026 Mohr Lane |
| CITY, STATE, ZIP | Concord, CA 94518 |
| TELEPHONE | 925-682-8000 x6201 |
| EMAIL ADDRESS | robertss@mdusd.org |

Notice to the College:

| | |
|-----------------------|--|
| College NAME | |
| CONTACT PERSON | |
| STREET ADDRESS | |
| CITY, STATE, ZIP | |
| TELEPHONE/ | |
| EMAIL ADDRESS | |

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representatives of the Parties hereto on the day signed below.

COLLEGE

Mt. DIABLO UNIFIED SCHOOL DISTRICT

APPROVED:

BY: _____
**INSERT NAME OF AUTHORIZED
SIGNATORY**
**INSERT TITLE OF AUTHORIZED
SIGNATORY**

BY: _____
Dr. John Rubio
Chief of Human Resources

INSERT DATE SIGNED
Date

INSERT DATE SIGNED
Date

RECOMMENDED:

BY: _____
INSERT Name of site/Department Administrator
INSERT Title of site/Department Administrator

INSERT DATE SIGNED
Date

APPENDIX A: INSURANCE REQUIREMENTS

College shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the College, his or her agents, representatives, employees or sub-providers.

I. MINIMUM SCOPE OF INSURANCE:

- a. Commercial General Liability (“CGL”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate. Insurance shall be written on an “occurrence” basis and be at least as broad as Insurance Services Office (ISO) Form CG 00 01, covering products and completed operations, property damage, bodily injury, personal & advertising injury, independent contractors, and broad from contractual liability.
- b. Sexual Abuse & Molestation Liability (“SAM”):** Insurance with limits not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) in the aggregate.
- c. Automobile Liability (“AL”):** Insurance with limits not less than one million dollars (\$1,000,000.00) each accident Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired automobiles. The Parties understand and agree that the District shall rely upon the representations that the College shall make in any such waiver.
- d. Workers’ Compensation (“WC”):** As required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than one million dollars (\$1,000,000.00) per accident for bodily injury or disease.
- e. Professional Liability (Errors and Omissions Insurance):** As appropriate to the College’s profession, with limits no less than one million dollars (\$1,000,000.00) per claim, and one million dollars (\$1,000,000.00) aggregate.

II. REQUIRED ENDORSEMENTS

- a. Additional Insured Status:** Mt. Diablo Unified School District (the “District”), its Board, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the College including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the College’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used) or GCU will provide the blanket GL AI/PNC/WOS form CMCG 1201 0521 to meet this requirement.
- b. Primary and Noncontributory:** With the exception of Workers’ Compensation and Professional Liability insurance, for any claims related to this contract, the College’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the College’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- c. Notice of Cancellation:** The following requirement is only applicable for contracts in which the total compensation to the contractor is one million dollars (\$1,000,000.00) or more. No policy required to be maintained by Contractor shall be canceled, non-renewed, or materially altered without thirty (30) days prior written notice to the District,

except where cancellation is due to the nonpayment of premium(s) in which event, ten (10) days prior written notice to the District shall suffice.

- d. **Waiver of Subrogation**
- i. **The waiver of subrogation applies to CGL, AL, and WC.**
 - ii. College hereby grants to District a waiver of any right to subrogation which any insurer of said College may acquire against the District by virtue of the payment of any loss under such insurance. College agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

III. ADDITIONAL INSURANCE REQUIREMENTS

- a. **Claims Made Policies:** If any of the required policies provide claims-made coverage:
- i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the College must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- b. **Verification of Coverage:** Prior to the commencement of services pursuant to this Agreement, College shall furnish to the District, Certificates of Insurance and all applicable endorsements evidencing the insurance coverage and limits required herein. The District reserves the right to require complete copies of any required policy(ies) required hereunder at any time. Acceptance of the Certificates of Insurance by the District does not relieve College of the insurance requirements, nor decrease the liability of College under this Agreement. It is the College’s responsibility to ensure compliance with these insurance requirements. Any actual or alleged failure on the part of the District to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the District, in this or any regard.
- c. **Certificate(s) of Insurance** shall include the following: Certificate Holder: Mt. Diablo Unified School District, 1936 Carlotta Dr, Concord CA 94519. Please email insurance documents with corresponding contract to: lopeze@mdusd.org.
- d. **Umbrella or Excess Policy:** College may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (“SIRs”), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the College’s primary and excess liability policies are exhausted.
- e. **Acceptability of Insurers:** Unless otherwise reviewed and accepted by the District, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and admitted to do business in California, or approved by the Surplus Lines Association.

- f.** Grand Canyon University and Grand Canyon University’s participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and Grand Canyon University. Prior to assignment of students to the District, Grand Canyon University will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in Grand Canyon University’s Graduate Field Experience Manual. Failure to complete the requirements will result in non-placement of students
- g. Severability of Interest:** A severability of interest provision must apply for the additional insureds, ensuring that College’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies’ limits.
- h. Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the District. The District may require the College to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- i. SubCollege Insurance:** Should the College use any subcontractor(s) to perform services under this Agreement, College shall be responsible for ensuring that such subcontractor(s) procure and maintain insurance and limits appropriate to the nature and scope of services provided. College shall collect Certificates of Insurance evidencing coverage(s) and limits of insurance, and with the exception of Workers’ Compensation and Professional Liability policies, the College and the District shall be included as additional insureds for all ongoing and completed operations of the subcontractor(s).
- j. District’s Right to Modify Insurance Requirements:** District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Original GCU Agreement

EXHIBIT B

Field Placement Affiliation Agreement Between GCU and Mt. Diablo Unified School District

1. **PARTIES:** This Agreement (the “Agreement”) is entered into on this 2/15/2024 day by and between Grand Canyon University (“GCU”) and Mt. Diablo Unified School District located at 1936 Carlotta Drive Concord, CA 94519 hereafter referred to as the (the “District”).
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in College of Education (“COE”) Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences (“CHSS”) School Counseling (SC) Practicum/Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 2/15/2024 and ends 2/15/2027.
4. **Roles & Definitions:**
 - **Candidate:** The Candidate is defined as the student who is actively enrolled in a COE or CHSS program of study who works to fulfill all Practicum/Field experience, Student Teaching, Educational Administration Internships, or SC Practicum/Internships.
 - **Mentor:** The Mentor is defined as the teacher/educator hosting the COE or CHSS candidate in practicum/field experiences or educational administration internships.
 - **Cooperating Teacher:** The COE Cooperating Teacher (the “CT”) is defined as the teacher in whose classroom the candidate is placed in to complete the student teaching experience. The CT must be certified, endorsed, and/or licensed as a teacher.
 - **School Counseling (“SC”) Site Supervisor:** The SC Site Supervisor is defined as the clinical site supervisor in whose supervision the Candidate is placed to complete the practicum/internship field experience expectations for school counselors in training (“SCITs”). The SC Site Supervisor must meet the requirements as outlined in the Graduate Field Experience Manual.
 - **GCU Faculty Supervisor:** The GCU Faculty Supervisor is defined as the GCU approved supervisor who has oversight responsibility for the evaluation of the candidate during Student Teaching or SC Practicum/Internships.
 - **Practicum/Field Experience:** Practicum/field experiences are field-based learning opportunities that focus on observation, application, and reflection. Practicum/field experiences require the candidate to observe and interact in diverse, real-life educational settings, and to apply the theories and concepts learned in program coursework.
 - **Student Teaching:** Student teaching is the capstone experience at the end of the initial teacher licensure program that provides candidates with the opportunity to demonstrate mastery of knowledge and skills in a classroom setting. During the 15/16-week experience, dependent on program of study.
 - **Educational Administration Internships:** Educational Administration Internships are field-based learning opportunities for candidates enrolled in an Educational Administration program leading to principal licensure under the direct supervision of a certified school administrator.
 - **School Counseling (“SC”) Practicum/Internships:** SC Practicum/Internships are field-based learning opportunities for candidates enrolled in school counseling programs leading to initial licensure under the direct supervision of a certified school counselor.
5. **RESPONSIBILITIES OF THE DISTRICT:**
 - 5a. The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher (“Cooperating Teacher”), host mentor

("Mentor"), or SC Site Supervisor that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendices).

5b. The District shall ensure that the Cooperating Teacher/Mentor/SC Site Supervisor provides oversight, feedback and mentoring to GCU's participating candidates. Cooperating Teacher/Mentor/SC Site Supervisor expectations are outlined in the applicable program manual. (See Appendices.)

5c. The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate's field placement while on District premises.

5d. The District shall allow a GCU faculty supervisor (the "GCU Faculty Supervisor") virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate or consulting with the SC Site Supervisor.

5e. The District shall through the involvement of the Cooperating Teacher/Mentor/SC Site Supervisor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate's performance which will be used by the GCU Faculty Supervisor for completion of the candidate's formal evaluation.

5f. The District shall have the right to refuse a candidate for field placement or may terminate the field placement of any candidate based upon its good faith determination that the candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.

5g. The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

5h. The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

5i. The District shall support the candidate in compliance with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals. Please refer to the program manuals regarding recording, virtual services, and informed consent requirements(see Appendices).

5j. The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

6. RESPONSIBILITIES OF GCU:

6a. GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

6b. GCU shall pay a \$500 stipend to Cooperating Teachers hosting student teaching candidates per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

6c. GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

6d. GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching, SC practicum/internships or educational administration internships to evaluate a candidate's performance

through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.

6e. GCU shall require that all candidates who must enter a field placement site provide GCU with a current and clear copy of a background check. GCU will prohibit candidates from moving forward in the field placement process until this document is received.

6f. GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

6g. GCU shall support the candidate in compliance with all policies of District that pertain to this Agreement as outlined in policy handbook and applicable program manuals.

6h. GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

7. CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES and PROGRAMMATIC HANDBOOKS:

Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendices.) Failure to complete the requirements will result in non-placement of candidates.

- 8. PAID POSITIONS/EMPLOYMENT:** GCU does not solicit, source, or guarantee paid opportunities or employment for candidates. GCU may allow a candidate to maintain a paid position during Student Teaching or SC Practicum/Internship if deemed appropriate by the District and the role is in alignment to the candidate's university program of study, setting and coursework requirements and desired certification. The candidate must have an appropriately certified mentor/Cooperating Teacher/SC Site Supervisor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach or SC practicum/internship in a paid position are reviewed by the applicable College on a case-by-case basis and are not guaranteed.

9. INSURANCE AND LIABILITY

9a. College of Education (Practicum/Field Experience, Student Teaching, Educational Administration Internships): GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

- Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury/Advertising Injury

\$5,000 Medical Payments

Coverage:

Premises/Operation Liability

Medical Payments Liability

Contractual Liability

Personal Injury Liability

Independent Contractors

- Professional Liability, as related to Educational Services:

Limits of Liability:

- \$1,000,000 Each wrongful act
- \$1,000,000 Aggregate
- Automobile Liability:
 - Limits of Liability:
 - \$1,000,000 Combined Single Limit
- Sexual Abuse or Molestation Liability:
 - Limits of Liability:
 - \$1,000,000 Each
 - \$1,000,000 Aggregate

9b. College of Humanities and Social Sciences (CHSS) School Counseling: Each candidate will be required to provide proof of his/her own professional liability insurance in the amounts of \$1,000,000 per claim/\$3,000,000 aggregate to the GCU field experience office.

- Commercial General Liability (Minimum Requirements):
 - Limits of Liability:
 - \$1,000,000 Combined Single Limit
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products Aggregate
 - \$1,000,000 Personal Injury
 - \$5,000 Medical Payments
 - Coverage:
 - Premises/Operation Liability
 - Medical Payments Liability
 - Contractual Liability
 - Personal Injury Liability

10. FERPA: GCU and the District agree to protect the candidate’s and/or student’s educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g (“FERPA”) and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate’s and/or student’s educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate’s and/or student’s prior written consent.

11. CONFIDENTIALITY: GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher, Mentor, or SC Site Supervisor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher, Mentor, or SC Site Supervisor shall be grounds for immediate termination of the field placement.

12. INDEMNIFICATION AND HOLD HARMLESS: Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

13. USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY: The District hereby grants GCU the right and license to publish and/or use District’s logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, District shall retain all right, title, and interest in and to

District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.

14. ASSIGNMENT: The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.

15. NOTICES: Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

Grand Canyon University

COE/CHSS Affiliations

COEAffiliations@gcu.edu

Subject: Mt. Diablo Unified School District Affiliation Agreement Notification

School/District Information

Mt. Diablo Unified School District

1936 Carlotta Drive

Concord, CA 94519

16. MODIFICATION OF AGREEMENT: This Agreement may be modified only by written amendment executed by both parties.

17. TERMINATION: Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

18. PARTNERSHIP/JOINT VENTURE/EMPLOYEMENT: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU. The relationship between candidates and the District shall be determined by the District according to its policies and agreements with the candidates.

19. INDEPENDENT CONTRACTOR: The relationship between Cooperating Teachers (hosting College of Education student teachers) and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.

20. NONDISCRIMINATION: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

21. GOVERNING LAW: This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona, without giving effect to its conflict of laws rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by confidential arbitration under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator reasonably familiar with the business pertaining to the services covered by the Agreement, appointed in accordance with such Rules. The arbitrator shall apply the laws of the State of Arizona to the merits of any dispute or claim. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: 
Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 2/15/2024

By: 
Signature

Name: Dr. Anna Edgeston

Title: Assistant Dean of College of Humanities and Social Sciences

Date: 2/15/2024

Mt. Diablo Unified School District

By: _____
Signature

Name: _____

Title: _____

Date: _____

Appendices

GCU University Policy Handbook (UPH)

[University Policy Handbook](#)

College of Education (COE) Appendix

[clinical-field-experience-handbook-all-programs.pdf \(gcu.edu\)](#)

[student-teaching-manual-all-programs.pdf \(gcu.edu\)](#)

[master-education-admin-internship-manual \(1\).pdf \(gcu.edu\)](#)

College of Humanities and Social Sciences (CHSS) Appendix

[College-of-Humanities-and-Social-Sciences-Graduate-Field-Experience-Manual_9.1.2023.pdf \(gcu.edu\)](#)