

Student Teaching Affiliation Agreement
Between
Grand Canyon University
And
Mt. Diablo Unified School District

1. **Parties**: This agreement is entered into on this **1st** day of **January** by and between Grand Canyon University and **Mt. Diablo Unified School District** located at **1936 Carlotta Dr., Concord, CA 94519**. Hereafter referred to as the “District.”
2. **Purpose**: The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of Grand Canyon University may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
3. **Term**: The term of this Agreement begins **1/1/17** and ends **6/30/22**.
4. **Compliance with Handbook and Policy**: 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 student teaching manual. Failure to complete the requirements will result in non-placement of students.
5. **Cooperating Teachers**: The District shall provide qualified Cooperating Teachers to provide oversight, feedback, and mentoring to Grand Canyon University’s participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. Grand Canyon University shall pay a \$500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and Grand Canyon University 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 his/her own state and federal income tax and self-employment tax as applicable.

6. **Confidentiality**: Grand Canyon University shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about Grand Canyon University to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.
7. **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. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
8. **Assignment**: The provisions of this agreement shall insure 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 hereunder may be transferred or assigned without prior written consent of the other party.
9. **Notices**: Notices under this agreement shall be mailed or delivered to the parties as follows:

University
Dr. Kimberly LaPrade
Dean, College of Education
Grand Canyon University
3300 West Camelback Road
Phoenix, Arizona. 80517

District

9. **Modification of Agreement**: This agreement may be modified only by written amendment executed by all parties.
10. **Termination**: Either party, upon thirty (30) days' written notice to the other party, may terminate this agreement.
11. **Partnership/Joint Venture/Employment**: 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.
12. **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 students 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).

13. **Responsibilities of Grand Canyon University**

- A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to 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 student.
- B. Grand Canyon University agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- C. Grand Canyon University requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.
- D. Grand Canyon University will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:
 - i. 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~~ \$2 Million per Occurrence and \$4 Million annual aggregate and shall name Mt. Diablo Unified School District as an additional insured.

Coverage:

Premises/Operation Liability

Medical Payments Liability

Contractual Liability
Personal Injury Liability
Independent Contractors

ii. Professional Liability, as related to Educational Services

Limits of Liability:

\$1,000,000 each wrongful act
\$1,000,000 aggregate

iii. Certificates of Insurance:

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: Dr. Kimberly LaPrade By _____
(Signature) (Signature)

Name Dr. Kimberly LaPrade
(Please print or type)

Name _____
(Please print or type)

Title: Dean, College of Education

Title: _____

Date: 11/29/16

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Willis of Arizona, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191
INSURED: Grand Canyon Education, Inc. dba Grand Canyon University 3300 West Camelback Road Phoenix, AZ 85017
CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: Certificates@willis.com

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with 8 columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Educators Legal Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is Additional Insured when required by written contract with respects to General Liability per attached Form# CG2026 PI 07404.

CERTIFICATE HOLDER CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
AUTHORIZED REPRESENTATIVE: John Jacobs

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Educators Legal Liability CARRIER: National Union Fire Insurance Company of Pittsburgh POLICY TERM: 12/19/2015 – 12/19/2016 POLICY NUMBER: 03-463-00-06	Educators Legal Liability -Claims Made Each Wrongful Act: \$5,000,000 Aggregate: \$5,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Mt. Diablo Unified School District 1936 Carlotta Drive Concord, CA 94519

Section II – Who Is An Insured

- A.
- B.