



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: July 19, 2023

Agenda Section: Consent

Agenda Item Title: Grand Canyon University Affiliation Agreement with South San Antonio ISD

From: Rita Uresti, Executive Director of Human Resources

Additional Presenters if Applicable:

Description: The purpose of the non-exclusive agreement is to establish the terms and conditions under which candidates of GCU may participate in Practicum/Field Experience, Student Teaching, and/or Educational Administration Internships at the SSAISD schools. The term of this agreement begins 6/12/23 and ends 6/12/2026.

Historical Data: Partnerships with Universities and Colleges for Practicum/Field Experience, Student Teaching, and/or Educational Administration Internships allows the district to retain highly qualified candidates.

Recommendation: Approve the affiliation agreement with Grand Canyon University.

Purchasing Director and Approval Date: Not Applicable

Funding Budget Code and Amount: Not Applicable

Field Placement Affiliation Agreement Between GCU and South San Antonio Independent School District

1. **PARTIES:** This Agreement (the “Agreement”) is entered into on this 6/12/2023 day by and between Grand Canyon University (“GCU”) and South San Antonio Independent School District located at 1450 Gillette Blvd San Antonio, TX 78224 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 Practicum/Field Experience, Student Teaching, and/or Educational Administration Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 6/12/2023 and ends 6/12/2026.
4. **RESPONSIBILITIES OF THE DISTRICT:**
 - 4a. 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”) or host mentor (“Mentor”) that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendix).
 - 4b. The District shall ensure that the Cooperating Teacher/Mentor provides oversight, feedback and mentoring to GCU’s participating candidates. Cooperating Teacher/Mentor expectations are outlined in the applicable program manual. (See Appendix.)
 - 4c. 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.
 - 4d. The District shall allow a GCU faculty supervisor (the “GCU Faculty Supervisor”) access to the host school and classroom for the specific purpose of observing the participating candidate.
 - 4e. The District shall through the involvement of the Cooperating Teacher/Mentor, 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.
 - 4f. 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.
 - 4g. The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.
 - 4h. 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.
 - 4i. The District shall comply with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals (see Appendix).
 - 4j. The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.
5. **RESPONSIBILITIES OF GCU:**
 - 5a. GCU shall pay a \$500 stipend to Cooperating Teachers per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

5b. GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

5c. GCU shall not provide compensation to Mentors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

5d. 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.

5e. 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.

5f. GCU shall comply with all policies of GCU and the District that pertain to this Agreement.

5g. GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

- 6. CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES:** 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 Appendix.) Failure to complete the requirements will result in non-placement of candidates.
- 7. 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 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 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 in a paid position are reviewed by the College of Education on a case-by-case basis and are not guaranteed.
- 8. INSURANCE AND LIABILITY:** GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:
- 1. 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
 - 2. Professional Liability, as related to Educational Services:**
Limits of Liability:
\$1,000,000 Each wrongful act
\$1,000,000 Aggregate

3. **Automobile Liability:**
Limits of Liability:
\$1,000,000 Combined Single Limit
4. **Sexual Abuse or Molestation Liability:**
Limits of Liability:
\$1,000,000 Each
\$1,000,000 Aggregate

9. **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.
10. **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 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 or Mentor shall be grounds for immediate termination of the field placement.
11. **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.
12. **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.
13. **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.
14. **NOTICES:** Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:
Grand Canyon University
COE Affiliations
COEAffiliations@gcu.edu
Subject: South San Antonio Independent School District Affiliation Agreement Notification

School/District Information
South San Antonio Independent School District
1450 Gillette Blvd
San Antonio, TX 78224
15. **MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written amendment executed by both parties.

- 16. **TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.
- 17. **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.
- 18. **INDEPENDENT CONTRACTOR:** The relationship between Cooperating 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.
- 19. **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).
- 20. **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

South San Antonio Independent School District

By: 
 Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 6/12/2023

By: _____
 Signature

Name: _____

Title: _____

Date:

Appendix

[University Policy Handbook](#)

[Clinical Field Experience Handbook](#)

[Student Teaching/Clinical Practice Manual](#)

[Educational Administration Internship Manual](#)