

Student Teaching Affiliation Agreement
Between
Grand Canyon University
And
Warren County School District

1. **Parties:** This Agreement is entered into on this **21st** day of **June 2017** and between Grand Canyon University (hereafter sometimes referred to as “University”) and Warren County School District located at 6820 Market Street, Russell, PA 16345 (hereafter sometimes referred to as “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, Clinicals, and Observations (hereinafter individually referred to as “Student Program” or collectively referred to as “Student Programs”) at the schools located in the District.
3. **Term:** The term of this Agreement begins July 1st , 2017, and ends June 30, 2018 .
4. **Compliance with Policy and Administrative Procedures:** Grand Canyon University and Grand Canyon University’s participating students shall comply with all policies and administrative procedures of the District. 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 any Student Program. Failure to complete the requirements will result in non-placement of students
5. **Removal:** If a student is accepted into a Student Program, the District shall have the authority to remove a student who fails to comply with any District policy or administrative procedure or based on a criminal offense or incident of child abuse that occurs during the Student Program. If such a removal occurs, the District should immediately contact the University representative identified in Section 9 of this Agreement.
6. **Confidentiality:** Grand Canyon University shall inform each participating student of federal law governing the confidentiality of District student records, including FERPA and HIPPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. Any breach of confidentiality by a participating student shall be grounds for immediate termination of the Student Program. As a condition of participation in any Student Program, each participating student shall be required to sign a separate confidentiality agreement in the form prepared by the District.
7. **Liability:** Neither of the Parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the Parties do not waive any defense as a result of entering into this Agreement. This provision shall not be construed to limit the University’s or the District’s claims or defenses which

arise as a matter of law pursuant to any provisions of this Agreement. This provision shall not be construed to limit any claims of sovereign immunity or damage limitations that either the University or the District may be entitled to assert.

8. **Assignment**: Neither this Agreement nor any of the rights or obligations hereunder may be transferred or assigned without the prior written consent of the other Party.
9. **Notices**: Any required notification under this Agreement shall be provided to the following representative of each Party:

University

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

District

Amy J. Stewart
Superintendent
Warren County School District
6820 Market St.
Russell, PA 16345

10. **Termination**: Either Party, upon thirty (30) days' written notice to the other Party, may terminate this Agreement for convenience.
11. **Governing Law/Forum**: This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts. The University consents to the jurisdiction of any court or administrative tribunal of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The University agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.
12. **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. Additionally, the Parties agree that the University's students, employees and agents are not employees or agents of the District and are not under any circumstances authorized or permitted to enter into or execute any agreement, contracts, or documents, which would in any manner obligate or bind the District.
13. **Nondiscrimination**: The Parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IS 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).

14. **Responsibilities of Grand Canyon University:**

A. The University shall be responsible for the selection of qualified students to participate in the Student Programs. Selected students must have the appropriate educational background and skills consistent with the contemplated educational experience offered through the Student Programs.

B. The University shall submit the names of the students to the District or a designated representative at least four (4) weeks prior to the commencement of any Student Program.

C. The University shall require each student, prior to the start of any Student Program, to provide copies of the following:

1. A criminal history report that is no more than five (5) years old from the Pennsylvania State Police ("PSP"), or a statement from PSP stating that after a record check, the student has "no record";

2. A federal criminal history report that is no more than five (5) years old;

3. A child abuse clearance statement from the Pennsylvania Department of Human Services that is no more than five (5) years old (indicating whether or not the student has ever been named as a perpetrator in a founded or indicated report of child abuse); and

4. Documentation of completion of mandatory training on child abuse recognition and reporting.

5. Any other documentation requested by the District regarding clearances or child abuse training or reporting.

During the duration of the Student Program, each student shall be required to maintain a PSP Clearance, FBI Clearance, and Child Abuse Clearance that is no less than five (5) years old.

If the above background checks reveal a criminal offense or a founded or indicated report of child abuse, the University and District shall review these reports and determine whether or not the student may participate in the Student Program.

If at any time the University learns that any faculty member that will be present on District property or any student involved with a Student Program has been arrested for, pled nolo contendere to, or been convicted of a criminal offense or has been named as a perpetrator in a founded or indicated report of child abuse, the University will immediately notify the District. Each student participating in a Student

Program shall be advised by the University that he/she must immediately (within 72 hours) notify the University and District if he/she is arrested for, pleads nolo contendere to, or is convicted of a criminal offense or has been named as a perpetrator in a founded or indicated report of child abuse.

As a requirement to participate in a Student Program, each student shall consent to undergo, and pay for, the foregoing checks and allow the University to provide any of the foregoing information to the District. A student who does not consent to any of the foregoing will not be eligible for participation in any Student Program.

D. To notify the District of any complaint by any participating student of unlawful discrimination or harassment at the school site or involving employees or agents of the District.

E. To comply with all federal, state and local law, regulation, and ordinance applicable to the implementation of this Agreement, including but not limited to, laws and regulations governing the confidentiality of student records.

F. 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

Coverage:

Premises/Operation Liability
Medical Payments Liability
Contractual Liability
Personal Injury Liability
Independent Contractors

ii. Business Auto (Minimum Requirements):

Limits of Liability:

\$1,000,000 Combined Single Limit

Coverage:

Business Auto Liability including owned, hired, and non-owned autos

iii. At the time that this Agreement is executed, the University shall provide the District with Certificates of Insurance evidencing that its students and any employee or agent participating in the placement shall be covered by each of the above policies; that the applicable insurance companies are licensed to do business in Pennsylvania; and that any events occurring in Pennsylvania that may give rise to a claim are covered by said policies.

15. **Responsibilities of the District:**

A. The District shall designate a person(s) to serve as a liaison(s) between the Parties who will phone conference periodically with representatives of the University in order to discuss, plan and evaluate the experience of the student(s).

B. The District shall provide a supervising teacher who will supervise student activities during the Student Programs.

C. The supervising teacher from the District shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the supervising teacher.

16. **Special Provisions – Rates and Payment:**

(a) A \$ _____ Grand Canyon University supervisor stipend per sixteen (16) week session of full-time student teaching for Special Education/General Education Credential candidates shall be paid by Grand Canyon University. Longer or shorter assignments will be assessed on a pro-rated basis.

(b) Compensation will not be provided for practicum courses.

(c) Supervising teachers at the school site will be paid according to the Teacher Education Fieldwork and Student Teaching Agreement Special Provisions section.

METHOD OF PAYMENT: Any stipend or other compensation shall be paid directly to the supporting teacher and will be paid upon the completion of the

semester, provided that the District has submitted all required paperwork to the University.

17. **Entire Agreement/Modification of Agreement:** This Agreement represents the entire understanding between the Parties. This Agreement may be modified only by written amendment executed by all Parties and approved by the District's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.
18. **Savings Clause:** All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement and the remainder of this Agreement shall remain in full force and effect and binding on the Parties hereto.

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.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary

By: President, Board of School Directors

GRAND CANYON UNIVISTY

By:


(Signature)

Dr. Kimberly LaPrade
(Printed Name)

Dean, College of Education
(Title)

Dr. Kimberly LaPrade
Dean, College of Education
Grand Canyon University