

Field Placement Affiliation Agreement Between Grand Canyon University and San José Unified School District

1. **PARTIES:** This Agreement (the “Agreement”) is entered into on this August 1, 2024 day by and between Grand Canyon University (“GCU”) and San José Unified School District located at 855 Lenzen Avenue San Jose, CA 95126 hereafter referred to as the (the “SJUSD”).
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 SJUSD.
3. **TERM:** The term of this Agreement begins August 1, 2024 and ends June 30, 2029.
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 SJUSD shall provide participating candidates with field placement experiences in a school of the SJUSD 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 SJUSD 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 SJUSD shall provide the participating candidate prior to the start of the field placement with any SJUSD policies and procedures to which the candidate is expected to adhere to during the candidate’s field placement while on SJUSD premises.

5d. The SJUSD 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 SJUSD 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 SJUSD 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 SJUSD. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.

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

5h. The SJUSD 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 SJUSD 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 SJUSD 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 Five Hundred Dollar (\$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 SJUSD 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 SJUSD 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 SJUSD 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 SJUSD for field placement shall be subject to all applicable policies and regulations of the SJUSD and GCU. Prior to assignment of candidates to the SJUSD, 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 SJUSD 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 SJUSD. 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 SJUSD:

- 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 SJUSD 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 SJUSD. To the extent permitted by law, GCU and the SJUSD 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 SJUSD student information, including FERPA. The SJUSD shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The SJUSD 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. CRIMINAL BACKGROUND CHECK:** For each candidate, GCU shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a candidate beginning their experience, GCU shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned experience. Additionally, all candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their experience and for the duration of their practice.
- 13. 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.
- 14. Video Policy:** SJUSD and GCU agree that the use of video recording equipment on any SJUSD property, including but not limited to, SJUSD classrooms, is solely for the purpose of assessing candidates as part of the credentialing process. The SJUSD shall provide GCU

Site Support Providers and candidates with any or all applicable rules, regulations, and instructions relating to the assessment. SJUSD and GCU agree no video recording of any candidates will occur without prior written notification of the name of the candidate as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the SJUSD shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in this section. The SJUSD and GCU agree no video recording of any SJUSD student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.

15. **USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY:** Neither GCU nor SJUSD shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
16. **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.
17. **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: San José Unified School District Affiliation Agreement Notification

- School/District Information**
- San José Unified School District
- 855 Lenzen Avenue
- San Jose, CA 95126


18. **MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written amendment executed by both parties.
19. **TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.
20. **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. Candidates are not employees, independent contractors, or agents of GCU. The relationship between candidates and the SJUSD shall be determined by the SJUSD according to its policies and agreements with the candidates.
21. **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.
22. **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).

23. **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 California, 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 California 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

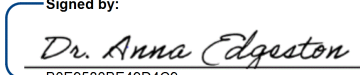
Signed by: 
By: _____
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Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 1/3/2025

Signed by: 
By: _____
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Signature

Name: Dr. Anna Edgeston

Title: Assistant Dean of College of Humanities and Social Sciences

Date: 1/3/2025

San José Unified School District

By: _____
Signature

Name: Tracy Morrison

Title: Director of Procurement

Date: _____



Appendices

GCU University Policy Handbook (UPH)

[University Policy Handbook](#)

College of Education (COE) Appendix

[Clinical Field Experience Handbook](#)

(For candidates in all College of Education programs.)

[Student Teaching Manual](#)

(For candidates enrolled in initial teacher licensure programs.)

[Master of Education in Educational Administration Internship Manual](#)

(For candidates in the Educational Administration program with start dates **prior to May 2, 2024.**)

College of Humanities and Social Sciences (CHSS) Appendix

[College-of-Humanities-and-Social-Sciences-Graduate-Field-Experience-Manual 9.1.2023.pdf \(gcu.edu\)](#)