

# **District School Board of Pasco County**

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

727/ 774-2221

813/794-2221 Fax: 813/794-2111 TDD: 813/794-2484

352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

April 5, 2011

#### **MEMORANDUM**

TO:

Honorable School Board Members

FROM:

Kendra Goodman, CPPO, CPPB, Purchasing Agent

SUBJECT:

Student Teaching Agreement

**Grand Canyon University** 

The agreement between the School District and Grand Canyon University will be at no cost to the District. This agreement gives Grand Canyon University the opportunity to conduct teacher training programs to obtain student teaching experiences. The District will host teacher candidates in its schools. Please reference the attached memo from Dr. Renee Sedlack, Director of Human Resources, for further information regarding this agreement.

At this time, we respectfully request your approval to enter into the agreement with the above-referenced entity. The services and training are outlined in the agreement and are attached for your perusal. The agreement will cover the period of April 5, 2011 through December 31, 2011.

Should you have any questions regarding this matter, please contact Pat Sinclair, Supervisor of Human Resources, or me at your earliest convenience.

KDG/az

Attachments

Date/Time: March 30, 2011 08:07:00



### **Student Teaching Affiliation Agreement** Between **Grand Canyon University** And **Pasco County Schools**

April, 2011 EDISMS Parties: This agreement is entered into on this 17th day of December, 2010, by and between Grand Canyon University, hereafter referred to as "GCU" and Pasco County Schools located at 7227 Land O' Lakes Boulevard, Land O' Lakes, Florida 34638. Hereafter referred to as the "District."

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- Purpose: The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
- **Term**: The term of this Agreement begins upon Board approval and ends 3. December 31, 2011. The Agreement may be renewed annually at the mutual agreement of the parties for four (4) additional one (1)-year terms.
- Compliance with Handbook and Policy: GCU and GCU's participating 4. students shall comply with all policies of the District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in Attachment A. Failure to complete the requirements will result in non-placement of students.
- Confidentiality: GCU shall inform each participating student of Federal law 5. 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. Any breach of confidentiality by a participating Student shall be grounds for immediate termination of the clinical experience.
- Indemnification and Hold Harmless: Neither party shall be responsible for 6. 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.
- Assignment: The provisions of this agreement shall inure to the benefit of and 7. 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.



8. <u>Notices</u>: Notices under this agreement shall be mailed or delivered to the parties as follows:

GCU District

Name: Dr. Kimberly LaPrade

Title: Dean, College of Education Pat Sinclair, Supervisor of Human Resources

Address: 3300 W. Camelback Rd. 7227 Land O' Lakes Blvd. Phoenix, AZ. 85017 Land O' Lakes, FL. 34638

9. <u>Modification of Agreement</u>: This agreement may be modified only by written amendment executed by all parties.

- 10: <u>Termination</u>: Either party, upon thirty (30) days' written notice to the other party may terminate this agreement.
- 11. <u>Partnership/Joint Venture/Employment</u>: 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.
- 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).

## 13. Responsibilities of GCU

- 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. GCU agrees to comply with all federal, state and local statues and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
- D. GCU 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

\$5,000 Medical Layments

#### 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. Certificates of Insurance:

### 14. Special Provisions - Rates and Payment

- (a) A \$ 500.00 GCU supervisor stipend per sixteen (16) week session of full-time student teaching for Special Education/General Education Credential candidates shall be paid by GCU. Longer or shorter assignments will be assessed on a pro-rated basis.
- (b) 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: Stipend is to be paid directly to Cooperating Teacher. GCU pays its customary stipends. Should stipends be a lesser amount than those of the district, the candidate shall pay the difference. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted.

CONTRACT REVIEWED AND APPROVED:

#### 15. Contractual Relationship

Nothing herein shall be construed as creating the relationship of employer or employee between the School District and GCU or between the School District and GCU's participating students. The School District shall not be subject to any obligations or liabilities of GCU, or its employees, incurred in the performance of the agreement unless otherwise herein authorized. GCU is an independent contractor and nothing contained herein shall constitute or designate the contractor or any of its employees as employees of the School District. Neither GCU nor its employees shall be entitled to any of the benefits established for School District employees, nor be covered by the School District's Workers' Compensation Program.

#### 16. Jessica Lunsford Act

GCU acknowledges and agrees to be in compliance with the "Jessica Lunsford Act." Vendors conducting business with the School District who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds, **must** be Level 2 fingerprinted by School District Human Resources. If any of the above criteria apply to this contract, you **must** have those individuals Level 2 fingerprinted and screened by the School District Human Resources Department **prior** to commencement of services or work, and must provide a list of employees who will be providing these services. Please contact (813) 794-2521 to arrange for a fingerprinting appointment. Costs associated with this background screening are to borne by the vendor. You may access information regarding this law, which became effective September 1, 2005, by reviewing Sections 1012.32 and 1012.465, Florida Statutes.

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.

| By:                    |
|------------------------|
| (Signature)            |
| Name:                  |
| (Please print or type) |
| Title:                 |
|                        |
|                        |





# **District School Board of Pasco County**

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Human Resources Patricia Sinclair, Supervisor 813/794-2154 Fax: 813/794-2171 727/774-2154 TDD: 813/794-2484 352/524-2154

April 5, 2011

To:

Kendra Goodman, Director of Purchasing

From:

Pat Sinclair, Supervisor of Human Resources 05

Dr. Renee Sedlack, Director of Human Resources &

The Student Teaching Agreement between Grand Canyon University and the District School Board of Pasco County Schools has been entered at no cost to the district. The District will host final level interns in its schools.

The North Central Association of Colleges and schools and the Higher Learning Commission regionally accredit Grand Canyon University. The Grand Canyon University College of Education is approved by the Arizona State Board of Education and the Arizona Department of Education.