

School Board of Clay County

September 5, 2019 - Regular Meeting and Public Hearing on the 2019-2020 Budget

Title

C12 - COLLEGE/UNIVERSITY AGREEMENTS FOR STUDENT PLACEMENT

Description

This agreement is between Clay County District Schools and Colleges/Universities for pre-service teacher candidates and interns (formerly known as student teachers) to be placed in and receive instruction in Clay County schools. This item includes agreements with Grand Canyon University and Walden University. For the 2019-20 school year, each school has requested one intern each.

Gap Analysis

Without this agreement, interns and pre-interns cannot be placed in Clay County District Schools and would thereby prevent potential teacher candidates from choosing Clay to begin their career.

Previous Outcomes

Clay County District Schools currently has agreements with 20 Colleges/Universities. This is an updated agreement and partnership between Clay County District Schools and Grand Canyon University that was initially in effect in 2008. The agreement with Walden University is for counseling interns and is an additional agreement to the teaching agreement already in place.

Expected Outcomes

Field placement for pre-service teachers provides teacher candidates with real-world experiences that better prepares them for the rigors of classroom teaching.

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Strategy: 5.1: Recruit, screen, hire, and retain top candidates that reflect the diversity of each school, our district, and community.

Recommendation

That the Clay County School Board approve the agreements between Clay County District Schools and Grand Canyon/Walden.

Contact

Terry Connor, Chief Academic Officer, 904.336.9405, terrence.connor@myoneclay.net

Financial Impact

\$0.00

Review Comments**Attachments**

[200040 Grand Canyon Univ.pdf](#)

[Clay County District Schools Clean with Addendum and COI 082119 Partially-Executed.pdf](#)

Student Teaching Affiliation Agreement Between GCU and Clay County District Schools, FL

1. **PARTIES:** This agreement is entered into on this 18th day of July by and between Grand Canyon University (GCU) and Clay County District Schools located at 900 Walnut Street, Green Cove Springs, FL 32043. 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 GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.
3. **TERM:** The term of this Agreement begins 7/18/19 and ends 12/31/2020.
4. **COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU'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 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 GCU'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 GCU's participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU 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 _____
_____. Stipend will be paid upon the completion of the student teaching semester providing all paperwork has been submitted. 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 his/her own state and federal income tax and self-employment tax as applicable.
6. **CONFIDENTIALITY:** GCU 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 GCU 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 here under 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 W. Camelback Road Phoenix, Arizona 85017	Clay County District Schools 900 Walnut Street Green Cove Springs, FL 32043
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10. **MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.
11. **TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this agreement.

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.
13. **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).
14. **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 statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
 - C. GCU 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. 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

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
(Signature)

Name: Dr. Kimberly LaPrade

Title: Dean, College of Education

Date: 7/18/19

By: Carol Studdard
(Signature)
This contract includes the terms of Addendum A. In event of conflict between this contract and terms of Addendum A, Addendum A governs.

Name: Carol Studdard
(Please print or type)

Title: Clay County District Schools, Board Chair
(Please print or type)

Date: 9/10/19

WALDEN UNIVERSITY

U.S. FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of the final signature below by and between WALDEN UNIVERSITY, LLC, located at 100 Washington Avenue South, Suite 900, Minneapolis, MN 55401 ("Walden") and Clay County District Schools located at Grove Park Elementary; 1643 Miller Street, Orange Park FL 32073 ("Field Site").

RECITALS

WHEREAS, Walden offers undergraduate, graduate, and post-graduate programs in the fields of nursing, social work, counseling, psychology, health sciences, and interdisciplinary studies (the "Programs") and seeks to partner with field sites for educational field experiences for Walden students (the "Students");

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("Field Experience Program");

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Walden and the Field Site mutually desire to contribute to the education and professional growth of Walden Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence on August 26, 2019 (the "Effective Date") and shall continue for a period of five (5) years (the "Initial Term"). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive one (1) year periods (each a "Renewal Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination or expiration of this Agreement before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

II. WALDEN RESPONSIBILITIES

A. Walden shall be responsible for the assignment of Students to the Field Site. Walden agrees to refer to the Field Site only those Students who have completed the prerequisite course of study as determined by Walden.

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B. Walden shall provide a field education coordinator (the "Walden Coordinator") who will act as a liaison between Walden and the Field Site and coordinate the Field Experience Program with the Field Site. The Walden Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

- (1) Confirming any contact information for Students to the Field Site Coordinator, as defined below, prior to the Student assignment; and
- (2) Supplying the Field Site with information regarding each Student's current level of academic preparation as may be required by the Field Site.

C. Walden shall provide an instructor (the "Walden Supervisor") who will serve as the academic course instructor and field experience instructor for the educational experience. The Walden Supervisor will have responsibilities including, but not limited to:

- (1) Communicating with the Field Site Supervisor relating to each Student's educational experience at the Field Site;
- (2) Evaluating student academic and Field Site work relating to the educational experience at the Field Site.

Notwithstanding the foregoing, the parties understand that Walden is an online institution; therefore, there will be no on-site faculty presence from Walden on Field Site premises.

D. Walden shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

E. Walden maintains professional liability insurance with a single limit of no less than Two Million Dollars (\$2,000,000) per claim and Four Million Dollars (\$4,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, with umbrella liability coverage in amounts no less than One Million Dollars (\$1,000,000). Such insurance policies shall provide additional coverage to Walden's Students. Walden shall provide the Field Site with proof of coverage upon request.

III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the "Field Site Coordinator"). The Field Site Coordinator shall be responsible for:

- (1) Planning and coordinating the education arrangements between the Field Site, the Students and Walden;
- (2) Serving as a liaison between the Field Site and Walden; and

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(3) Developing and administering an orientation program for Student which will familiarize the Students with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor or supervisor (the "Field Site Supervisor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Field Site Supervisor. The Program requires supervision specifically by the Field Site Supervisor, and such supervision may not be delegated. Field Site Supervisors are responsible for providing, as applicable to the Program, role modeling, direct patient or client supervision, and professional interactions, and sharing expertise and experience. Field Site Supervisors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Field Site Supervisors shall provide instruction and services in accordance with applicable laws and shall educate Students as to the requirements of the applicable laws. The Field Site Supervisor shall work with the Walden Supervisor to review and evaluate the Students in the field experience program.

C. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. Where applicable, the Field Site shall provide the Students with an orientation familiarizing students with all applicable State and Federal laws and regulations as they pertain to practice at the Field Site, which may include those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. The Field Site shall ensure that the Students practice within the guidelines of any applicable professional ethics codes. The Field Site shall provide resources to Students for exploring and resolving any ethical conflicts that may arise during field training.

F. The Field Site Supervisor shall complete, with the Walden Supervisor and Student, all written evaluations of the Students' performance according to the timeline established by Walden. Evaluations will be submitted to the Walden Coordinator.

G. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Coordinator or assigned Field Site Supervisor shall promptly notify the Walden Coordinator and/or Walden Supervisor of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

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H. If available at the Field Site, the Field Site agrees to provide emergency health care services for Students for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs. In the event that Field Site does not have the resources to provide such emergency care, Field Site will refer such Students to the nearest emergency facility.

I. The Field Site shall ensure adequate workspace for the Students and shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program. Field Site shall provide Students with training on Field Site safety protocols, as applicable, and provide prompt notice to Walden of any situation involving threatened hazards or harm that may adversely impact the health or safety of Students.

J. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) for itself and its employees with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Walden with proof of coverage upon request.

To the extent that the Field Site is an entity governed by and/or operated through any state or federal agency or is provided liability coverage through statutory or tort law, then the foregoing paragraph shall not apply.

IV. STUDENT RESPONSIBILITIES

A. Students shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the field experience.

B. Students shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to the Students by the Field Site during their orientation at the Field Site and shall abide by the requirements of all applicable laws.

C. Students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Students shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. Students shall be instructed that they are required to purchase and maintain a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Students shall provide the Field Site with proof of coverage upon request.

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V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (“FERPA”), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program to the extent that access to those records is required by the Field Site in order to carry out the Field Experience Program. Field Site and Walden shall only disclose such educational records in compliance with FERPA.

B. HIPAA. The parties agree that, if the Field Site is a covered entity under HIPAA:

(1) to the extent that a Student is participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not otherwise be construed to be employees of the Field Site;

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site’s privacy policies adopted pursuant to HIPAA; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to which a Student has access through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(2) Walden will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(3) No services are being provided to the Field Site by Walden pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

C. The Field Site and Walden will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The parties agree that Students participating in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries or affiliates by virtue of a Student’s participation in the Field Experience Program and shall not as a result of Student’s participation in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

E. The Field Site and Walden agree that Students will have equal access to their respective programs and facilities without regard for gender identity, race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual

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orientation or other legally protected status. Field Site and Walden will comply with all applicable non-discrimination laws in providing services hereunder.

F. Field Site represents that it has policies in place that are consistent with applicable laws to prevent and report instances of sexual harassment, sexual discrimination, and sexual misconduct and it will comply with these policies during its participation in the Field Experience Program. In the event that Field Site does not have such policies in place, it shall abide by Walden's Code of Conduct located at <https://www.waldenu.edu/-/media/Walden/files/legal/title-ix-policyfor-codeof-conduct-waldenfinal10915.pdf?la=en> with regard to Walden's Students.

G. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

H. This Agreement is nonexclusive. The Field Site and Walden reserve the right to enter into similar agreements with other institutions.

I. This Agreement shall be governed by the laws of the State of Florida.

J. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid). Notices to Walden shall be sent to the Walden Coordinator at Walden University, LLC; 100 Washington Avenue South, Suite 900; Minneapolis, MN 55401; with a copy to: Walden University, LLC; Attention: Assistant Divisional Counsel; 650 South Exeter Street; Baltimore, MD 21202. Notices to Field Site shall be sent to Grove Park Elementary; 1643 Miller Street, Orange Park, FL 32073.

K. Each party agrees to indemnify, defend, and hold harmless the other from all losses or liabilities resulting from the negligence or willful misconduct of the indemnifying party and/or its employees or agents arising under this Agreement, except to the extent such losses or liabilities are caused by the indemnified party's negligence or willful misconduct.

L. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof. This Agreement and any amendments hereto may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties agree that delivery of an executed counterpart signature hereof by facsimile transmission, or in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

M. Each person signing this Agreement on behalf of a party represents to the other party that the execution and performance of this Agreement is duly authorized to sign this Agreement on behalf of the party and that this Agreement constitutes a valid and binding agreement of such party, enforceable according to its terms.

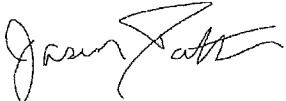
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N. This Agreement may not be assigned by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

WALDEN UNIVERSITY, LLC

FIELD SITE

By: 
(signature)

By: 
(signature)

Name: Dr. Jason Patton
(Print name)

Name: Carol Studdard
(Print name)

Title: Director of Field Experience

Title: Board Chair, CCDS

Date: 08/21/19

Date: 9/10/19