



## STUDENT PLACEMENT AGREEMENT

This Agreement is entered into by and between the Arizona Board of Regents for and on behalf of Northern Arizona University, located in Flagstaff, Arizona ("University") and Calexico Unified School District ("Facility") located in Calexico, CA.

### I. DURATION

This Agreement will be in effect for five (5) years, unless a lesser time-period is stated herein. The effective date of this Agreement will be 10/14/2019 and will end on 10/13/2024, and may be renewed, revised, or modified by a written addendum signed by both parties. The parties agree that either party may terminate this Agreement at any time upon thirty (30) days written notice, which may include electronic mail with delivery receipt, to the other party, except that any student already assigned to and accepted by the Facility shall be allowed to complete any in-progress educational experience at the Facility (if feasible), provided, however, the parties retain the right to dismiss or withdraw any student pursuant to Section III. 5.

### II. PURPOSE

This Agreement establishes a relationship between the University and the Facility, to allow students from the University to participate in an unpaid or paid educational experience at the Facility's site that may qualify for University academic credit, as determined by the University.

### III. GENERAL TERMS

1. A schedule of student participation will be agreed upon by the University, the student, and the Facility.
2. The student's participation should complement the service and educational activities of the Facility. The student will be under the supervision of a Facility employee.
3. Each student is expected to perform with high standards at all times and comply with the written policies and regulations of the Facility.
4. Each student will obtain prior written approval from the University and the Facility before publishing or presenting any materials relating to the educational experience outside the normal educational setting of the University.
5. The University and the Facility reserve the right to dismiss or withdraw student participation if student conduct or performance is unsatisfactory.
6. Neither the University nor the Facility is obligated to provide for the student's transportation to and from the Facility or for health insurance for the student.

7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program.
8. Statements of performance objectives for this educational experience will be the joint responsibility of the University and the Facility personnel.
9. Each student must adhere to the Facility's established dress and performance standards.

#### **IV. FACILITY'S OBLIGATIONS**

1. The Facility agrees to appoint a qualified mentor who is responsible for the educational activities and supervision of the University students participating under this Agreement.
2. The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University.
3. If the student is not paid for the educational experience, students are not deemed to be employees of the Facility during the duration of the experience by virtue of this Agreement.  
  
If the student is paid by the Facility for the educational experience, the Facility will provide compensation to the student as agreed upon between the Facility and the student. The Facility also agrees that the student is considered an employee for the duration of the experience and is covered by the Facility's liability insurance and other employee related benefits.
4. The Facility is responsible for the acts and omissions of Facility employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University.
5. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility's employees or agents.
6. If applicable, the Facility may require students to submit a student internship application and complete fingerprinting following the Facility's procedures for background clearance.

**V. UNIVERSITY'S OBLIGATIONS**

1. The University will designate a faculty or other representatives to coordinate scheduling, provide course information and objectives, assist in advising, and supervising students.
2. The University will be responsible for developing and carrying out procedures for student selection and admission.
3. The University is an Arizona public institution of higher education and is self-insured through the Arizona Department of Administration Risk Management Division pursuant to Arizona Revised Statutes ("A.R.S.") §41-621, et seq. to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.
4. The University assures the Facility that all students placed will have a valid fingerprint clearance card. The University will provide a copy of the card or the Identified Verified Prints ("IVP") number at the time of the request for placement. The University will conduct periodic checks on the fingerprint clearance card throughout the student's placement to ensure the continued validation of the fingerprint clearance card. The University will immediately remove a student whose card has become invalid.

**VI. STATE OF ARIZONA PROVISIONS**

1. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.
2. **Conflict of Interest.** The party's participation in this Agreement is subject to A.R.S. §38-511 which provides that this Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is, at any time while this Agreement, or any extension thereof, is in effect, an employee or agent of the other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
3. **Notice of Arbitration Statutes.** Pursuant to A.R.S. §12-1518, the parties acknowledge and agree, subject to the Arizona Board of Regents policy 3-809, that both parties may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. §12-133.
4. **No Boycotts of Israel.** Pursuant to A.R.S. §§ 35-393 and 35-393.01, the Facility certifies that the Facility is not currently engaged in and agrees, for the duration of this Agreement, to not engage in a Boycott of Israel.

5. **Cancellation for Lack of Funding.** If either party's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature or governing board, and if the Arizona Legislature or governing board fails to appropriate the funds necessary for performance, then either party may provide written notice of this to the other party and cancel this Agreement without further obligation of either party. Appropriation is a legislative act and is beyond the control of either party.
6. **Student Educational Records.** The University and the Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g). The Facility agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from the student or as otherwise provided by law.
7. **Representations Regarding Relationship and Use of University Marks.** Except as otherwise agreed in writing, the parties acknowledges that the relationship created by this Agreement is limited to the student experience, internship, or placement program contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that a party is otherwise associated with the other party without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without prior written authorization by the party.
8. **Inspection and Audit.** To the extent required by A.R.S. §35-214, the Facility agrees to retain all records relating to this Agreement. The Facility further agrees to make those records available at all reasonable times for inspection and audit by the University, or the Auditor General of the State of Arizona, or their agents during the term of this Agreement and for a period of five (5) years after the completion of this Agreement. Such records shall be provided at Northern Arizona University, Flagstaff, Arizona, or such other location designated by the University, upon reasonable notice to the Facility.
9. **Arizona Public Records Laws.** Any other provision of this Agreement to the contrary notwithstanding, the Facility acknowledges that the University is a public institution, and as such is subject to Arizona Public Record laws, Title 39, Chapter 1, Article 2 of the A.R.S. §§ 39-121 through 39-127, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.

**10. Legal Worker Requirements:** As required by A.R.S. §41-4401, the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. §23-214-A. The Facility warrants full compliance with all federal immigration laws and regulations that relate to its employees, that the Facility shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that shall require subcontractors and sub-subcontractors hired by Facility to provide the same warranties to the Facility.

The Facility acknowledges that a breach of this warranty by the Facility or by any subcontractor or sub-subcontractor under this Agreement shall be deemed a material breach of this Agreement, and is grounds for penalties, including termination of this Agreement, by the University. The University retains the right to inspect the records of Facility and any subcontractor and sub-subcontractor employee who performs work under this Agreement, and to conduct random verification of the employment records of the Facility and any subcontractor and sub-subcontractor who works on this Agreement, to ensure that the Facility and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The portion of this provision dealing with the Facility's warranty is not applicable where the Facility is a governmental entity nor is the Facility required to pass this provision through to subcontractors and sub-subcontractors who are governmental entities.

## **VII. MISCELLANEOUS**

1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
2. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of the State of Arizona, the courts of which state shall have jurisdiction over its subject matter.
3. Each party shall act in an individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of either party shall not be deemed or construed to be an employee or agent of the other party for any purposes under this Agreement.
4. Any notice to the parties shall be in writing and shall be deemed given if delivered in person, electronic mail with delivery receipt, or three (3) days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

<b>University:</b> Northern Arizona University Assistant Vice Provost Professional Education	<b>Facility:</b>
Contact: <u>Programs</u>	Contact: <u>Dennis Price</u>
Address: <u>PO Box 5774</u>	Address: <u>901 Andrade Ave</u>
City, State Zip: <u>Flagstaff, AZ 86011</u>	City, State: <u>Calexico, CA</u> Zip: <u>92231</u>
Email: <u><a href="mailto:NAUStudentTeaching@nau.edu">NAUStudentTeaching@nau.edu</a></u>	Email: <u><a href="mailto:dprice@cusdk12.org">dprice@cusdk12.org</a></u>
<b>With a copy to:</b>	
Contact: <u>Contracting and Purchasing Services</u>	
Address: <u>PO Box 4124</u>	
City, State Zip: <u>Flagstaff, AZ 86011</u>	
Email: <u><a href="mailto:NAU-Contracts@nau.edu">NAU-Contracts@nau.edu</a></u>	

The individual signing on behalf of the Facility hereby represents and warrants being duly authorized to execute and deliver this Agreement on behalf of the Facility and that this Agreement is binding upon the Facility in accordance with its terms.

University: Arizona Board of Regents for  
and on behalf of Northern  
Arizona University

Facility: Calexico Unified School  
District

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_