



# NORTHERN ARIZONA UNIVERSITY

## 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, Coconino County, Arizona (“University”), and Tucson Unified School District (“Facility”) located in Tucson, Pima County, Arizona.

### **I. DURATION**

The effective date of this Agreement will be November 15, 2016, and will end on November 15, 2021, and may be renewed, revised, or modified by a written Addendum signed by both parties for a total of five years. After five years, a new Agreement is required.

### **II. PURPOSE**

The purpose of this Agreement is to establish a relationship between the University and the Facility, to allow students from Northern Arizona University to participate in an educational experience at Facility’s site that may qualify for University academic credit as determined by the University.

### **III. GENERAL TERMS**

1. The University and the Facility will agree on a schedule for student participation at 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 all written policies and regulations of the appropriate department of the Facility.
4. Either the Facility or the University may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance.
5. 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.

6. 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 and review this Agreement.
7. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
8. Each student must adhere to the Facility's established dress and performance standards.

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

1. Facility agrees to appoint an Educational Coordinator who is responsible for the educational activities and coordination of 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 in consultation with the Facility.
3. The Facility is responsible for the acts and omissions of its 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. University students are not deemed to be employees or agents of Facility by virtue of this Agreement.
4. 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 or the Facility's employees and agents.
5. If applicable, the Facility may require the student to submit a student intern application and complete fingerprinting procedures following the Facility's procedures for background clearance.

#### **V. UNIVERSITY'S OBLIGATIONS**

1. The University will provide an administrative framework, including designating a University faculty or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students.
2. The University will be responsible for developing and carrying out procedures for student selection and admission.

3. The University assures the Facility that all students placed in their schools will have a valid fingerprint clearance card. The University will provide a copy of the card or the IVP number at the time of the request for placement. The University will conduct periodic checks on the IVP 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.
4. The University is responsible for the acts and omissions of its employees, students, and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program 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.

## VI. GENERAL AGREEMENT

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.** NAU's participation in this Agreement is subject to [Section 38-511](#) of the Arizona Revised Statutes 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 University 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. Facility's participation on this Agreement is subject to Section 38-511 of the Arizona Revised Statutes, 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 Facility, respectively, is, at any time while this Agreement, or any extensions 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 [Section 12-1518](#) of the Arizona Revised Statutes, the parties acknowledge and agree, subject to the [Arizona Board of Regents Policy 3-809](#), that they will 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 [Section 12-133](#) of the Arizona Revised Statutes.
4. **Failure of Legislature to appropriate.** If University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written

notice of this to Facility and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of University.

5. **Student Educational Records.** The University and Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) ([20 U.S.C. § 1232g](#)). 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.
6. **Representations Regarding Relationship and Use of University Marks.** Except as otherwise agreed in writing, Facility acknowledges that its relationship with University is limited to the student internship or placement program contemplated herein. Facility shall not make any representations stating or implying that the parties engage in broader transactions or that University is otherwise associated with Facility without first obtaining express written permission from University. In addition, Facility shall not use any trade name, trademark, service mark, logo, domain name, and any other distinctive brand feature owned or used by University without prior written authorization by University.
7. **E-Verify.** To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party and the other party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty.
8. **Nonappropriation.** If the District's performance under this Agreement depends upon the appropriation of funds by the District's Governing Board, then the parties agree that the following applies to this Agreement:

The District is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the District's then current fiscal year. The District's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the District concerning budgeted purposes and appropriation of funds. Should the District elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then current fiscal year term for which such funds were appropriated and budgeted for such purpose and the District shall be relieved of any subsequent obligation under this Agreement. The parties agree that the District has no obligation or duty of good faith to budget or appropriate the payment of the District's obligations set forth in the Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The District shall be the sole judge and authority in determining the availability of funds for its obligations under this

Agreement. The District shall keep the University informed as to the availability of funds for this Agreement. The obligation of the District to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the District. The University hereby waives any and all rights to bring any claim against the District from or relating in any way to District's termination of this Agreement.

## 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 shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.
3. Any notice to the parties shall be in writing and delivered by regular or certified mail, and addressed to the following contacts:

To Facility:

Director of Talent Acquisition, Recruitment & Retention  
Human Resources Department  
Tucson Unified School District  
1010 E. 10<sup>th</sup> Street  
Tucson, AZ 85719

To University:

Assistant Vice Provost  
Professional Education Programs  
Northern Arizona University  
PO Box 5774  
Flagstaff, AZ 86011  
(928) 523-7246  
Fax (928) 523-7449  
[NAUStudentTeaching@nau.edu](mailto:NAUStudentTeaching@nau.edu)

4. This Agreement shall be governed by the laws of the Arizona, the courts of which state shall have jurisdiction over its subject matter.
5. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party

shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

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

The Arizona Board of Regents for and on  
Behalf of Northern Arizona University

Facility: Tucson Unified School District

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Name: Rita Hartung Cheng, PhD

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Name: Adelita S. Grijalva

Title: President

Title: Governing Board President

Date:

Date: