



# STUDENT PLACEMENT AGREEMENT

This Student Placement Agreement (“Agreement”) is entered into between the **ARIZONA BOARD OF REGENTS** for and on behalf of **ARIZONA STATE UNIVERSITY** (the “University”) and the “Facility” as of the “Effective Date.”

**Effective Date:** \_\_\_\_\_

**FACILITY:** \_\_\_\_\_

**UNIVERSITY:** \_\_\_\_\_

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## 1. DURATION

The duration, or term, of this Agreement shall be for the designated number of years and months as agreed upon below, not to exceed five (5) years, commencing on the Effective Date. This Agreement may be renewed by written agreement of the parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

Number of Years: \_\_\_\_\_

## 2. GENERAL TERMS

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

## 2. GENERAL TERMS

- 2.2. The University and the Facility will agree on a schedule for student participation at the Facility.
- 2.3. The students' participation should complement the service and educational activities of the Facility. The students will be under the supervision of a Facility employee.
- 2.4. 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.
- 2.5. 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.
- 2.6. Neither the University nor the Facility is obligated to provide for the students' transportation to and from the Facility or for health insurance for any of the students.
- 2.7. 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 and review this Agreement.
- 2.8. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
- 2.9. Each student must adhere to the Facility's established dress and performance standards.

## 3. FACILITY'S OBLIGATIONS

- 3.1. The Facility agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of the students participating under this Agreement.
- 3.2. 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.
- 3.3. 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 of the Facility by virtue of this Agreement.
- 3.4. 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.

## 4. UNIVERSITY'S OBLIGATIONS

- 4.1. 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.
- 4.2. The University will be responsible for developing and carrying out procedures for student selection and admission.
- 4.3. The University is responsible for the acts and omissions of its employees 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

#### 4. UNIVERSITY'S OBLIGATIONS

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.

#### 5. UNIVERSTIY AND STATE REQUIRED PROVISIONS

5.1. **Nondiscrimination.** The parties will 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. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

5.2. **Conflict of Interest.** In accordance with Arizona Revised Statutes (**"A.R.S."**) § 38-511, the University may cancel this Agreement within three years after the execution of this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the University, at any time while this Agreement or any extension thereof is in effect, is an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.

5.3. **Arbitration in Superior Court.** In the event of litigation, as required by [A.R.S. § 12-1518](#), the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under [A.R.S. § 12-133](#).

5.4. **Records.** Notice is hereby given of the record retention requirements of [A.R.S. § 35-214](#).

5.5. **Failure of Legislature to Appropriate.** In accordance with [A.R.S. § 35-154](#), if the University's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to the Facility and cancel this Agreement without further obligation of the University. Appropriation is a legislative act and is beyond the control of the University.

5.6. **Student Educational Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act, [20 U.S.C. § 1232g](#) ("**FERPA**"). The Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the University or as otherwise provided by law. If this Agreement contains a scope of work or any provision that requires or permits the Facility to access or release any student records, then, for purposes of this Agreement only, the University hereby designates the Facility as a "school official" for the University under FERPA, as that term is used in FERPA and its implementing regulations. As such, the Facility will comply with FERPA and will not make any disclosures of the University students' educational records to third parties without prior notice to, and consent from, the University or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by the Facility or its employees and agents must comply with the University's definition of legitimate educational purpose, which definition can be found at: SSM 107-01: Release of Student Information (<http://www.asu.edu/aad/manuals/ssm/ssm107-01.html>). If the Facility violates the terms of this section, the Facility will immediately provide notice of the violation to the University.

5.7. **ASU Names and Marks.** The Facility will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of the University (the "**ASU Marks**"), without in each case, the prior written consent of the University. The Facility's use of any ASU Marks must comply with the University's requirements including using the ® indication of a registered trademark where applicable.

**6. MISCELLANEOUS**

6.1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.2. 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.

6.3. 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.

6.4. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.