



STUDENT PLACEMENT AGREEMENT ("Agreement")
(Professional Education Programs)

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

I. DURATION

This Agreement will be in effect for one (1) years unless a lesser time-period is stated herein. The effective date of this Agreement will be 2/3/2025 and will end on 2/2/2026, and may be renewed, revised, or modified by a written addendum signed by both parties but may not exceed a total of five (5) years. 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, as defined below, 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 ("Students") to participate in an unpaid or paid educational experience at the Facility's site(s) 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.
- 10. Each Student is expected to complete Facility required training related to privacy of Facility student information or data prior to starting any educational experience at the Facility.

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.

If the Student is paid by the Facility for the educational experience, the Facility shall engage the Student as a "temporary employee" subject to the provisions of the Fair Labor Standards Act (FLSA) as a non-exempt employee in compliance with the minimum wage laws and applicable overtime.

Any such employment arrangement or employment contract between the Student and the Facility:

- a. shall be "at-will" which means that the Student or the Facility may terminate the employment at any time, with or without cause and with or without notice;
 - b. shall not restrict or limit the Student's ability to seek employment or educational experiences in any capacity at any other organization;
 - c. shall not incorporate any "non-compete" or "restraint of trade" undertakings by the Student;
 - d. shall not restrict, limit, or prejudice the Student in the case of early termination, resignation, or withdrawal from the educational experience/employment;
 - e. shall not incorporate any "liquidated damages", deduction of salary or liability undertakings by the Student for termination prior to the end of the contract term.
- 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. The Facility shall retain primary responsibility for its students and faculty.
7. The Facility acknowledges the risk of the spread of COVID-19 in the workplace and has implemented enhanced health and safety measures, in accordance with guidelines from the U.S. Centers for Disease Control and Prevention, and of other regulatory institutions, in response to the COVID-19 pandemic. The Facility shall ensure that such health and safety measures are afforded to, and provided for, all Students assigned to the Facility.

V. UNIVERSITY'S OBLIGATIONS

1. The University will designate 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 reserves the right to withdraw any Student from the assigned educational experience at the Facility when, in the University's judgment, the educational experience no longer meets the needs of the Student or the Facility is not meeting its obligations as set forth in this Agreement.
5. 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 becomes invalid.

In accordance with Penal Code 11105.3, pre-service teachers and fieldwork candidates will not be placed in fieldwork experiences in the Facility with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is complete and received by the Facility. Subsequent arrest records received by the Facility will be cause for a Facility review of continued student suitability. The Facility will be the sole determiner if it is deemed that the student will be removed from the fieldwork assignment due to arrest records.

6. The University shall ensure that Students review and understand their responsibilities under this Agreement as outlined in Appendix A.

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, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

2. **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.
3. **Conflict of Interest.** The parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511. The Facility certifies that no such conflict of interest currently exists and that there are no relevant facts or circumstances which could give rise to any actual or potential organizational or personal conflict of interest.
4. **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.
5. **Student Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations ("FERPA"). Facility will not require any University Students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation ("GDPR")) as a condition for receipt of any educational services, and any attempt to do so will be void. 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 Student or as otherwise provided by law. If this Agreement requires or permits Facility to access or release any student records, then, for the purposes of this Agreement only, the University designates Facility as a "school official" for the University under FERPA, as that term is used in FERPA.
6. **Representations Regarding Relationship and Use of University Marks.** Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to the Student educational experience 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 from the other party.
7. **Inspection and Audit.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the University, or the Auditor General of the State of Arizona, or their agents for five (5) years after the completion of this Agreement. Such records shall be provided at Northern Arizona University, Flagstaff, Arizona, or such other location as designated by the University, upon reasonable notice to the Facility.
8. **Arizona Public Records Laws.** The parties acknowledge that the parties are public entities subject to the provisions of the Arizona Public Record Laws, A.R.S. §§ 39-121, *et seq.*, and San Bernardino in the State of California.

1. Neither party shall assign this Agreement without the prior written consent of the other party.
2. Each party to this Agreement shall be responsible for each party's own costs for performance of its respective obligations. The parties do not currently anticipate the need for a budget but will create one should the need arise.
3. 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 may not be modified or amended except by written instrument signed by both parties. This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of the State of California, the courts of San Bernardino shall have jurisdiction over its subject matter.
4. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent ("force majeure event"), including but not limited to acts of God, war, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, known or suspected threats of illness, epidemics, pandemics, or government regulation. This Agreement may be terminated without further obligation or penalty, including cancellation fees or liquidated damages, of either party upon written notice from the affected party to the other party of such force majeure event.
5. This Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.
6. 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:

To Facility:
Redlands Unified School District
Janine Torres
20 W Lugonia Ave
Redlands, CA 92374
Phone: 909) 748-6774
Email: janine_torres@redlands.k12.ca.us

To University:
Northern Arizona University
Associate Dean, College of Education and Professional Education Programs
PO Box 5774
Flagstaff, AZ 86011
Email: NAUStudentTeaching@nau.edu

with a copy to:

Student Placement Agreement # 11447

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Northern Arizona University
Contracts, Purchasing and Risk Management
PO Box 4124
Flagstaff, AZ 86011
Email: NAU-Contracts@nau.edu

The undersigned have read the foregoing Agreement and, as authorized signatories of the undersigned respective entities, hereby agree to be bound by it.

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

Facility: Redlands Unified School
District

Signature: _____

Signature: _____

Print Name: Karen Pugliesi, PhD
Executive Vice President
Title: and University Provost

Print Name: Lisa Bruch
Title: Interim Asst. Sup. HR

Date: _____

Date: 5/5/25