

# **STUDENT PLACEMENT AGREEMENT**

**Between**

**Alliant International University**

**and**

**Mesa Unified School District No. 4**

This Agreement is entered into by and between the **ALLIANT INTERNATIONAL UNIVERSITY, INC., a California Benefit Corporation** (“University”), and **Mesa Unified School District No. 4** of Maricopa County (“District”) located in Mesa, Arizona.

## **I. DURATION**

This agreement takes effect upon signature by the authorized representative of each party and will remain in effect through June 30, 2024, and may be renewed, revised, or modified by a written amendment signed by both parties for two additional one-year terms. 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 District, to allow students from University to participate in an educational experience at District sites that may qualify for academic credit as determined by the University.

## **III. GENERAL TERMS**

1. Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party, except that, when applicable, to the extent a student is currently participating in an educational experience contemplated by this Agreement at the time of receipt of the termination notice, the parties shall comply with such applicable provisions in the Agreement to allow such student to complete the educational experience provided such completion does not extend beyond one hundred twenty (120) days from the date of receipt of such notice.
2. The University and the District will agree on a schedule for student participation at the District.
3. The student’s participation should complement the service and educational activities of the District. The District will provide a supervisory level staff member to coordinate the program experience of participating students, direct student’s day-to-day experiences, and facilitate the exchange of information between the University and District staff.
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 District.
5. Either the District or the University may require withdrawal or dismissal from participation at the District of any student whose performance record or conduct does not justify continuance.

6. Neither the University nor the District is obligated to provide for the student's transportation to and from the District or for health insurance for the student.
7. An in-person meeting or telephone/e-mail conference between representatives of the University and the District will occur at least once each semester to evaluate the educational program and review this Agreement.
8. Statements of performance objectives for this educational experience will be the joint responsibility of University and District personnel.
9. Each student must adhere to the District's established dress and performance standards.
10. Each student will obtain prior written approval from the University and the District before publishing or presenting any materials relating to the educational experience outside the normal educational setting of the University.

#### **IV. DISTRICT'S OBLIGATIONS**

1. District agrees to appoint a coordinator in its Human Resources Department who is responsible for the educational activities and coordination of University students participating under this Agreement.
2. The District agrees to assist the University in its evaluation of each student's progress, as needed. If the University wants the District to submit feedback in a specific format, it will develop a form or guidelines in consultation with the District.
3. The District 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 District's employees and agents. The District is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. Students placed pursuant to this Agreement are not deemed to be employees of the District 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 District by reason of any act or omission of the District or the District's employees and agents.

#### **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 will ensure all students are aware that the District requires the students to complete and submit the District's Field Experience Agreement for Student Practitioner form and Student Practitioner Information Form, (available on District's webpage – <http://www.mpsaz.org/hr/resources/staff-resources/student-teacher/>), and to complete the District's fingerprinting process by following the District's procedures for background clearance. These requirements are in addition to Paragraph V., section four (4), below regarding the requirement that all student teachers being placed at the District have a valid fingerprint clearance card.
4. The University assures the District 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 notify the District and remove a student whose card has become invalid.
5. The University is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance 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 District's employees and agents.
6. 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 District may have against the University by reason of any act or omission of the University or the University's employees and agents.
7. The University reserves the right to withdraw any student from the assigned internship rotation at the District when, in the University's judgment, internship experiences no longer meet the needs of the student, or should University consider the District is not meeting the obligations as set forth herein.

## **VI. GENERAL AGREEMENT**

1. **Nondiscrimination.** Both parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or disability shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.
2. **Conflict of Interest.** The District and the University may cancel this agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 38-511.
3. **Notice of Arbitration Statutes.** The parties acknowledge that, to the extent required by A.R.S. § 12-1518 (concerning claims for monetary damages not exceeding \$50,000), all

disputes arising out of, or relating to, this Agreement shall be subject to court-mandated arbitration, except as may be required by other applicable statutes.

4. **Failure of Legislature to Appropriate.** The parties recognize that the performance by District and University may be dependent upon the appropriation and allocation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate, allocate, or make available the necessary funds or if either party's appropriation is reduced during the fiscal year, the affected party may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. No liability shall accrue to the canceling party in the event this provision is exercised and neither the party nor the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
5. **Student Educational Records.** The University and District recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g) and corresponding Arizona law, A.R.S. § 15-141. Each party 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 and the party which has custody of the records or as otherwise provided by law. Both parties shall instruct the students who are placed pursuant to this Agreement regarding the requirements of FERPA.
6. **Representations Regarding Relationship and Use of University and District Marks.** Except as otherwise agreed in writing, each party acknowledges that its relationship with the other party is limited to the student internship or placement program contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that the parties are otherwise associated with each other 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, and any other distinctive brand feature owned or used by the other party without prior written authorization by the other party.
7. **Compliance A.R.S. § 41-4401— Immigration Laws and E-Verify:**
  1. To the extent applicable under A.R.S. § 41-4401, each party warrants its and its subcontractors' compliance with all Federal immigration laws and regulations relating to employees and warrants their compliance with the E-Verify requirements under A.R.S. § 23-214(A).
  2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Agreement and the breaching party may be subject to penalties up to and including termination of the Agreement.
  3. The District retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the other party or its subcontractors is complying with the warranty under subparagraph 1 above.
8. **Records and Audits.** Pursuant to A.R.S. §§ 35-214, 35-215, and 41-2548, 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 State during the term of this Agreement and for five years after the termination of this Agreement.

9. **Arizona Public Records Laws.** Any other provision of this Agreement to the contrary notwithstanding, the District and the University acknowledge that each party 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.

## **VII. MISCELLANEOUS**

1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
2. 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, widespread illness, or government regulation. This Agreement may be terminated without further obligation or penalty, including cancellation fees or liquidated damages, of either party, or of the student, upon written notice from the affected party to the other party of such force majeure event.
3. This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to 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 any purposes whatsoever.
4. 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.
5. Any notice to the parties shall be in writing and delivered by regular or certified mail, and addressed to the following contacts:  
  
To District:                    Mr. Justin Wing, Assistant Superintendent of Human Resources  
   Mesa Unified School District No. 4  
   63 E. Main St.  
   Mesa, AZ 85201  
  
To University:                Dr. Kristy Pruitt, Dean, School of Education  
   Alliant International University, Inc.  
   10455 Pomerado Rd.  
   San Diego, AZ 92131
6. This Agreement shall be governed by the laws of the State of Arizona, the courts of which state shall have jurisdiction over its subject matter.

7. Each party is an independent contractor and is independent of the other party. Under no circumstances shall any employees of one party be deemed the employees of the other party for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the parties of any kind or nature.

The individuals signing on behalf of the District and the University hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the District and the University and that this Agreement is binding upon both parties in accordance with its terms.

**Alliant International University**

By: Kristy Pruitt

Name: Dr. Kristy Pruitt  
Title: Dean, School of Education

Date: 05/27/2021

**Mesa Unified School District No. 4**

By: [Signature]

Name: Andi Fourlis, Ed.D.  
Title: Superintendent

Date: 6/8/21