



STUDENT TEACHER PLACEMENT AGREEMENT *

This Student Teacher Placement Agreement ("Agreement") is entered into between Arizona Christian University (the "University") and the [Name of School District] The Washington Elementary School District (the "Facility") as of the "Effective Date."

EFFECTIVE DATE: February 23, 2018

UNIVERSITY:

Arizona Christian University

ATTN: Dr. Linnea Lyding

2625 E. Cactus Road

Phoenix, AZ 85032

FACILITY:

Washington Elementary School District

4650 W. Sweetwater Avenue

Glendale, AZ 85304

Attn: Jenny Champ

Signed: 

Printed Name: Linnea Lyding, Ed.D.

Title: Education Department Chair

Signed: _____

Printed Name: Dr. Paul Stanton

Title: Superintendent

Signed: 

Printed Name: Edward Clavell, D.Min.

Title: Dean of Academic Affairs



1. DURATION

The term of this agreement shall be one year, commencing on the Effective Date. This Agreement may be renewed on a year-to-year basis by written agreement of the parties not to exceed a period of five years. Notwithstanding the above, 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 teacher 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 teachers 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. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

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 student teachers at the Facility's site that may qualify for University academic credit as determined by the University.
- 2.2 The University and the Facility will agree on a schedule for student teacher participation at the Facility.
- 2.3 The student teacher's participation should complement the service and educational activities of the Facility. The student teacher will be under the supervision of a Facility employee and will submit an IVP fingerprint clearance card issued by the Arizona Department of Public Safety.
- 2.4 Each student teacher 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 teacher whose performance record or conduct does not justify continuance.
- 2.6 Neither the University nor the Facility is obligated to provide for the student teacher's transportation to and from the Facility or for health insurance for the student teacher.
- 2.7 Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
- 2.8 Each student teacher must adhere to the Facility's established dress and performance standards.
- 2.9 The student teacher shall not be considered an employee of the Facility for ANY reason under this Agreement, including but not limited to, for the provision of health or other benefits, liability, or workers' compensation.

3. FACILITY'S OBLIGATIONS

- 3.1 The Facility agrees to appoint a Mentor Teacher who is responsible for the educational activities and



supervision of the University student teachers participating under this Agreement.

- 3.2 The Facility agrees to submit to the University an evaluation of each student teacher'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, student teachers and agents of the University. University students are not deemed to be employees or agents 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 student teachers.
- 4.2 The University will be responsible for developing and carrying out procedures for student teacher selection and admission.
- 4.3 The University will be responsible for verifying that each student teacher has a current, valid, Arizona IVP level one fingerprint clearance card and that such record is kept on file.
- 4.4 The University is responsible for the acts and omissions of its employees, student teachers, 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 University's employees, student teachers, 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.
- 4.5 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 Facility may have against the University by reason of any act or omission of the University or the University's employees and agents.

5. STATE OF ARIZONA PROVISIONS

- 5.1 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.
- 5.2 Conflict of Interest. The University understands and agrees that the Facility's participation in this Agreement is subject to Section 38-511 of the Arizona Revised Statutes which provides that this

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Agreement may be cancelled if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one 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.

- 5.3 Notice of Arbitration Statutes. Pursuant to Section 12-1518 of the Arizona Revised Statutes, the parties acknowledge and agree 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.
- 5.4 Failure of Legislature or Governing Body to appropriate. If the Facility's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature or its governing body, and if the Legislature or governing body fails to appropriate the funds necessary for performance, then the Facility may provide written notice of this to the University and cancel this Agreement without further obligation of the party providing notice of cancellation. Appropriation is a legislative act and is beyond the control of the Facility.
- 5.5 Student Educational Records. The University and Facility recognize that student educational records maintained by each party are protected by the federal Family Educational Rights and Privacy Act (FERPA) @ 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 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.
- 5.6 Representations Regarding Relationship and Use of University and Facility 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, or any other distinctive brand feature owned or used by the other party without prior written authorization by the other party.

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. This Agreement supersedes any and all previous or existing Agreements entered into by the parties. 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 each party hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the party which employs that individual and that this Agreement is binding upon the party for which the individual is signing 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.