

FIELD PLACEMENT AGREEMENT
BETWEEN THE ARIZONA BOARD OF REGENTS, THE UNIVERSITY OF ARIZONA
AND
_____ [AGENCY NAME] _____

This Agreement entered into this ___ day of _____, 20 __, by and between the Arizona Board of Regents, for and on behalf of The University of Arizona (hereinafter referred to as the “University”) and _____ (hereinafter referred to as the “AGENCY”), and herein referred to as “Party” or “Parties.”

Purpose

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

Now, therefore, it is mutually agreed between the parties hereto as follows:

Term

The initial term of this Agreement shall be for five years, from July 1, 20__ to June 30, 20__ with the option to renew for up to an additional five years, except that either Party may, at any time, with or without cause, terminate this Agreement by providing the other Party with ninety (90) days advance written notice.

Definitions

1. “Student Practitioner” as used herein means the University student active in participation in the duties and functions of professional practice under the direct supervision and instruction of employees of AGENCY (“Supervising Practitioners”).
2. “Session of student practice” as used herein is considered to be all or part of the following:
 - a. Observations in classrooms and field practice settings ranging from several hours to several weeks within a given semester;
 - b. Assisting an experienced practitioner with routine classroom or field work, or other work that is routine professional practice;
 - c. Instructing one or more students or interacting with one or more clients in the field setting;
 - d. Assuming responsibility for planning and implementing instruction for a large group (including an entire classroom) of students;
 - e. Assuming responsibility for counseling clients;
 - f. Conducting client assessments and developing appropriate intervention strategies;
 - g. Assisting with enrichment activities including, but not limited to, community engagements, field trips, exhibits, and fairs;

The nature and length of student practice activities will be determined by the University program. University program staff will provide a description of program and programmatic expectations to all Supervising Practitioners.

3. "Supervising Practitioner" as used herein means employees of AGENCY who hold valid credentials issued by the State of _____ authorizing them to serve in the schools in which the Student Practitioner is placed. Supervising Practitioners shall have completed a minimum of three (3) years satisfactory or effective work experience in the field in which they are supervising.

Program Terms

1. University and AGENCY will agree on schedules for Student Practitioners performing services with AGENCY.
2. Neither University nor AGENCY is obligated to provide transportation to any Student Practitioner to or from AGENCY.
3. Representatives of University and AGENCY will participate in a meeting or telephone conference at least one time each semester to evaluate, among other things, program objectives, changes or enhancements thereto, and the performance of Student Practitioners.
4. AGENCY will not impair its existing contracts for service with any work performed by Student Practitioners.

University Obligations

1. The University will be responsible for developing and carrying out procedures for Student Practitioner selection and admission to University programs.
2. The University will provide to Agency, supervising practitioner, or building administrator a handbook or other documentation of program requirements and expectations.
3. The University will be responsible for verifying that each Student Practitioner has current, valid, IVP Arizona State level one fingerprint clearance and that such record is kept on file.
4. The University will designate an individual to serve as the primary liaison to AGENCY for purposes of this Agreement.

Agency Obligations

1. AGENCY shall retain ultimate control and authority over all on-site aspects of educational services relating to its students, including training of Student Practitioners. AGENCY will provide orientation to Student Practitioners with regard to hours of participation, place of duties, conditions of its premises, standards of conduct, confidentiality, and facility safety procedures and operations. AGENCY will provide Student Practitioners with at least the same safety instruction it provides to its regular employees working under similar conditions. AGENCY will alert each Student Practitioner and the University of any non-obvious dangers associated with facilities, activities and

the surrounding locales of which it is aware and as to which Student Practitioners may be assigned.

2. AGENCY shall provide an appropriate student practice experience by assigning a qualified supervising practitioner who is appropriately certified in the field of practice and who will provide opportunities for Student Practitioners to satisfy program requirements.
3. AGENCY shall grant Student Practitioners access to AGENCY student records, under the supervision of AGENCY Supervising Practitioner, for the sole purpose of Student Practitioners' education and training, in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99. This includes student Individual Educational Plans (IEPs).
4. AGENCY shall provide adequate supervision and shall hire a certified/qualified substitute supervisor teacher in the event that the employee serving as the Supervising Practitioner is absent during a session of student practice, for Student Practitioners who do not hold a substitute certificate, unless there are extenuating circumstances.
5. AGENCY may hire Student Practitioner as a substitute teacher for AGENCY Supervising Practitioner during a session of student practice only if the Student Practitioner holds a valid Arizona Substitute K-12 Certificate.
6. AGENCY agrees that AGENCY Supervising Practitioners will submit to the University evaluations of each Student Practitioner's progress, in a format and at such times as directed by the University.
7. AGENCY acknowledges that Student Practitioners' educational records are protected by FERPA. Accordingly, AGENCY must obtain express written permission from any Student Practitioner before University may release any data pertaining to such student. The University will provide guidance to AGENCY, as needed, with respect to complying with the release of Student Practitioners' educational records in accordance with FERPA.
8. Each Student Practitioner shall perform and comply with all written policies, regulations and directives of AGENCY. AGENCY shall provide all applicable written policies, regulations and directives to Student Practitioner and to University. AGENCY may relieve a Student Practitioner from further participation in the Program if, in its sole discretion, it believes that such Student Practitioner has violated AGENCY's policies, regulations and/or directives.

Refusal or Dismissal of Student Practitioner

1. AGENCY may, for good cause and in compliance with state and federal regulations, refuse to accept the placement of a Student Practitioner. During a placement, either party may, at their sole discretion, immediately dismiss any Student Practitioner whose performance or conduct is not in accordance with AGENCY or University policies, procedures, rules, codes of conduct, violates the applicable laws of the State of Arizona or the state where the placement is conducted, or is otherwise detrimental to the health & welfare of the AGENCY's students or faculty. If such action is required, the party initiating the dismissal will notify the other within one (1) business day of

the dismissal, to follow with written notification (email acceptable) within ten (10) business days of the dismissal. The written notification shall identify the specific violation(s) of policy, procedure, rule, code of conduct, or law that resulted in the dismissal. University will be responsible for any disciplinary action of the Student Practitioner.

2. The refusal or dismissal of a Student Practitioner in accordance with the provisions of this Agreement shall not affect continuation of this Agreement or the continued training of other Student Practitioners by AGENCY pursuant to this Agreement.

General Provisions

1. The University shall inform each participating Student Practitioner of federal and state laws governing the confidentiality of AGENCY client or student information, including FERPA. Any breach of confidentiality by a participating Student Practitioner shall be grounds for immediate termination.
2. Nothing in this Agreement shall be construed as establishing a partnership, joint venture, or similar relationship between the University and AGENCY. Nothing in this Agreement shall be construed to authorize either Party to act as agent for the other, and neither Party shall be liable for the wrongful acts or negligence of the other while acting in the course or scope of their employment while performing the duties undertaken pursuant to this Agreement. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.
3. The University 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 AGENCY shall maintain adequate insurance, as determined by the University (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the AGENCY's employees and agents. University students are not deemed to be employees of AGENCY by virtue of this Agreement.
4. 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, as amended.
5. This Agreement is subject to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
6. 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.
7. The performance of both Parties may be dependent upon the appropriation of funds by each Party's governing, legislative authority. Should the Legislature in the case of the University or the _____ in the case of AGENCY fail to appropriate the necessary funds or if either Party's applicable appropriation is reduced during the fiscal year, the Party that is subject to the reduced

or eliminated funding may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. Each Party agrees to notify the other Party as soon as reasonably possible after the unavailability of said funds comes to its attention.

8. Notices:

To University:

To AGENCY:

Director, Preaward Services
Sponsored Projects & Contracting Services
University of Arizona
P.O. Box 210158, Rm 515
Tucson AZ 85721-0158

9. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue valid and enforceable to the full extent permitted by law.
10. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
11. This Agreement shall be governed by the laws of Arizona.
12. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. The Parties agree that any xerographically or electronically reproduced copy of this agreement will have the same legal force and effect as any copy bearing original signatures of the Parties.
13. This document constitutes the entire agreement between the parties and any prior or contemporaneous representations, either oral or written are hereby superseded. This Agreement may not be modified, amended, altered or extended except through a written amendment signed by each party.

IN WITNESS HEREOF, the parties hereto have executed this Agreement by properly authorized persons.

ARIZONA BOARD OF REGENTS,
UNIVERSITY OF ARIZONA

AGENCY

Printed Name:
Title:

Date

Date

For any questions or comments regarding the terms and conditions of this agreement please contact:

Chris J. Barnhill, Contract Officer
Sponsored Projects & Contracting Services
University of Arizona

Email (preferred): cjbarnhill@email.arizona.edu
Phone: (520) 626-6834

Mail: P.O. Box 210158, Rm 515
Tucson AZ 85721-0158

A copy of this agreement in Microsoft Word for editing is available upon request from the Contract Officer above.

COMPLETION INSTRUCTIONS

Be sure to enter the applicable information in the blank spaces throughout the agreement as follows:

- ✓ Agency's legal name (replace in lieu of [AGENCY NAME]) in the title and first paragraph on page 1.
- ✓ The effective and termination dates in the Term paragraph on page 1 (e.g. July 1, 2019 to June 30, 2024).
- ✓ Name of the state issuing the valid credentials for Agency's employees in Definitions Paragraph 3 at the top of page 2.
- ✓ Name of the legislative or governing body of the Agency in General Provisions Paragraph 7 at the bottom of page 4.
- ✓ The contact name, title, and mailing address to forward written notice to in General Provisions Paragraph 8 at the top of page 5.
- ✓ Printed name and title of person signing on behalf of the Agency at the bottom of page 5.

When the agreement is ready for signature by the University of Arizona, if your agency can accept scanned signatures, please forward by email to the University of Arizona Contract Officer above, and please cc: Associate Dean Francesca Lopez at falopez@email.arizona.edu.

If original signatures are required by your agency, mail the required number of originals to the University Contract Officer at the mailing address above. It is strongly recommended to send a courtesy email to the Contract Officer and cc: the Associate Dean prior to dropping in the mail to inform them to expect a mailing and who to contact if it does not arrive.