

Student Placement Agreement (SPA)

Effective August 1, 2016, Arizona State University has adopted the DocuSign virtual system for signing Student Placement Agreements (SPA). DocuSign allows ASU departments to utilize the electronic SPA template provided by the ASU Provost's Office, which will be automatically routed via email to each authorized signer. This process helps eliminate the need for paper forms and increases turnaround time.

All organizations interested in hosting ASU University Service-Learning (USL) student interns must have a Student Placement Agreement (SPA) authorized through the DocuSign process. DocuSign is 100% legally-binding and provides full document encryption, a tamper-proof audit trail, redundant and geo-dispersed data centers, and is fully compliant with the ESIGN Act. You can learn more about DocuSign's security [here](#).

****Pages 2-5 of this document provide an example of the Student Placement Agreement (SPA) and the Agreement Details page. *Please do not print or sign these sample documents as all SPAs must be routed through the DocuSign System.***

Instructions

Before initiating the SPA process, please email service.learning@asu.edu to determine if you already have an active Student Placement Agreement with ASU. There are many different departments or colleges at ASU that may hold an active SPA with an organization. For example, it is common for a school district to have an active Student Placement Agreement with different departments or colleges. Typically, a SPA with another college at ASU will also cover the partnership between your organization and the University Service-Learning Program. However, we may need to convert an existing SPA into a university-wide SPA. If it is determined that we need to convert a SPA or create a new one, then please follow the steps outlined below.

Steps to Begin the Student Placement Agreement Authorization Process:

- Please email service.learning@asu.edu with the following information so that the USL coordinator may create the SPA document.**
 - Full name of the authorized signer for the organization
 - Must be authorized to sign legally binding agreements on behalf of the organization
 - Could be a CEO, Principal, HR District Representative, etc.
 - Title of the authorized signer
 - Email address of the authorized signer
 - Phone number of the authorized signer
 - Full Legal name of the organization
 - Physical address of the organization
 - Web address of the organization
- Authorizing SPA through DocuSign** - The authorized signer will receive an email from the DocuSign System (dse_na2@docusign.net) and will be prompted to **sign the SPA and enter the organization's information** on the first page of the SPA and the Agreement Details page.

****Note:** Start Date is the date this document is signed in the system. The usual term for University Service-Learning Student Placement Agreements is up to 5 years.
- Authorized SPA** – You will receive the final authorized SPA via email once the SPA has been electronically signed by your authorized signer and the Dean of the Mary Lou Fulton Teacher's College.

Note: University Service-Learning Students may not begin their service until all parties have signed this agreement and you have received a completed copy of the Student Placement Agreement.



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 “Start Date.”

Start Date: _____

End Date: _____

FACILITY: _____

UNIVERSITY: Mary Lou Fulton Teachers College
1050 S. Forest Mall
Tempe, AZ 85287

Signed: _____

Signed: _____

Printed: _____

Printed: Carole G. Basile

Title: _____

Title: Dean

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

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 Start 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.

Start Date: _____

End Date: _____

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 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. 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 students at Facility's site that may qualify for University academic credit as determined by University.
- 2.2. The University and the Facility will agree on a schedule for student participation at the Facility.
- 2.3. 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.
- 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 student's transportation to and from the Facility or for health insurance for the student.
- 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. Facility agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of University 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 Facility by virtue of this Agreement. Upon written request, Facility will furnish University with proper certificates of insurance evidencing compliance with this section.
- 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 negligent 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 Agreement, except as provided for in Arizona law, including Arizona Revised Statutes (ARS) [ARS §12-820.05](#) and [41-621\(L\)](#). The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents. Upon written request, University will furnish Facility with reasonable documentation evidencing compliance with this section.

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

5.1. **Nondiscrimination.** The parties will comply with all applicable 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.** If within 3 years after the execution of this Agreement, Facility hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes (ARS) § 38-511. Notice is also given of ARS §§ 41-2517 and 41-753.

5.3. **Arbitration in Superior Court.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133. ARS § 12-1518 requires this provision in all ASU contracts.

5.4. **Records.** To the extent required by ARS § 35-214, the non-ASU parties to this Agreement (jointly and severally, Facility) will retain all records relating to this Agreement. Facility will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Facility.

5.5. **Failure of Legislature to Appropriate.** In accordance with ARS § 35-154, if ASU'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 ASU may provide written notice of this to Facility and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

5.6. **Privacy; Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ([FERPA](#)). Facility will not require any ASU students or employees to waive any privacy rights (including under 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. 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 ASU or as otherwise provided by law. If this Agreement contains a scope of work or other provision that requires or permits Facility to access or release any student records, then, for purposes of this Agreement only, ASU designates Facility as a “school official” for ASU under FERPA, as that term is used in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records made by Facility or any Facility Parties must comply with ASU’s definition of legitimate educational purpose in [SSM 107-01: Release of Student Information](#). If Facility violates the terms of this section, Facility will immediately provide notice of the violation to ASU.

5.7. **Advertising, Publicity, Names and Marks.** Facility will not do any of the following, without, in each case, ASU’s prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU ([ASU Marks](#)), including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU’s requirements, including using the ® indication of a registered mark.

5.8. **Title IX.** Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. [ASU’s Title IX Guidance](#) is available online. Facility will: (i) comply with ASU’s Title IX Guidance; (ii) provide ASU’s Title IX Guidance to any Facility Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Facility Parties comply with ASU’s Title IX Guidance.

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.