

**CITY CLERK
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C-10582
01/12/2016

MASTER STUDENT PLACEMENT AGREEMENT
Between
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF
ARIZONA STATE UNIVERSITY, NORTHERN ARIZONA UNIVERSITY
AND THE UNIVERSITY OF ARIZONA
and the
CITY OF GLENDALE

This Student Placement Agreement is entered into on this 14 day of January, 2016, ("Effective Date") between Arizona Board of Regents for and on behalf of Arizona State University, Northern Arizona University and the University of Arizona (collectively, the "University") and the City of Glendale, an Arizona municipal corporation (the "City").

1. DURATION.

The duration of this Agreement shall be for three (3) years, commencing on the Effective Date and expiring on the three-year anniversary date of the Effective Date. This Agreement may be renewed for two (2) additional one (1) year periods, by written agreement of the parties, for a maximum duration of five (5) years. 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 City to enable an educational experience for students at City's site ("Field Experience") that may qualify for University academic credit as determined by University. The educational programs within each University ("Programs") are varied and administered by numerous colleges or departments within the University ("University Departments"). This Agreement is intended to allow participation of students who are studying in such Programs to obtain Field Experience, in accordance with the provisions of this Agreement. The parties agree that each party benefits from the mutual promises made herein by furthering the implementation of Field Experiences. This Agreement does not affect any existing student placement agreements currently in effect.
- 2.2 Designating Programs. Each University Department that desires to have a Program participate under this Agreement shall submit a signed and completed Program Participation Internship Form (attached as Exhibit A) to the City. Upon University's receipt of City's signed copy of such form, the parties agree that such Program through its corresponding University Department is participating under this Agreement.
- 2.3 Each University Department and the City will agree on a schedule for student participation at the City, including the length of field training.
- 2.4 The student's participation should complement the business activities of the City. Students will not be used in lieu of professional or staff personnel and will be under the supervision of a City employee.

- 2.5 Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the City.
- 2.6 Either the City or the University Department may require withdrawal or dismissal from participation in the Field Experience of any student whose performance record or conduct does not justify continuance.
- 2.7 Neither the University nor the City is obligated to provide for the student's transportation to and from the City or for health insurance for the student.
- 2.8 A meeting or telephone conference between representatives of the appropriate University Department and the City will occur at least once each semester to evaluate the educational program and review this Agreement.
- 2.9 To the extent not already agreed to by the parties in accordance with the Program Participation Internship Form, statements of performance objectives for this educational experience will be the joint responsibility of the appropriate University Department and City personnel.

3. **CITY'S OBLIGATIONS.**

- 3.1 City agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of University students participating under this Agreement. Depending on the number and types of University Departments and students, City may appoint multiple Educational Coordinators as appropriate.
- 3.2 City agrees to submit to the appropriate University Department an evaluation of each student's progress. The format for the evaluation, as well as the timing of its provision to University, is established by the University in consultation with the City.
- 3.3 INDEMNIFICATION: The City 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 City's employees and agents. The City is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the students, employees and agents of the University. University students are not deemed to be employees of City by virtue of this Agreement.

4. **UNIVERSITY'S OBLIGATIONS.**

- 4.1 As applicable, each University Department will provide an administrative framework, including designating a University faculty or other representatives, to coordinate scheduling, assist in advising students and provide course information and objectives to the extent such course information and objectives are deemed necessary and not specified in the Program Participation Form.
- 4.2 As applicable, each University Department will be responsible for developing and carrying out procedures for student selection and admission.

- 4.3 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 University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the City's employees and agents.
- 4.4 INDEMNIFICATION: University shall be 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 University's employees and agents. The University is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the City. University students are not deemed to be employees of City by virtue of this Agreement. University is a public institution and, as such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Arizona law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and A.R.S. §§ 35-154 and 41-621. Therefore, notwithstanding any other provision of this Contract to the contrary, University's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of University.

5. **STATE OF ARIZONA PROVISIONS.**

- 5.1 Non-discrimination. University agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. University will require any Sub-contractor to be bound to the same requirements as states within this section. University, and on behalf of any subcontractors, warrants compliance with this section.
- 5.2 Conflict of Interest. In accordance with Arizona Revised Statutes ("A.R.S.") § 38-511, University may cancel this Contract within three years after the execution of this Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of University, at any time while this Contract or any extension thereof is in effect, is an employee or agent of any other party to this Contract in any capacity or a consultant to any other party with respect to the subject matter of this Contract
- 5.3 Notice of Arbitration Statutes. 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.
- 5.4 Failure of Legislature to appropriate. In accordance with A.R.S. § 35-154, if University's or City's performance under this Contract depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University or City may provide written notice of this to City and cancel this Contract without further obligation of University or City. Appropriation is a legislative act and is beyond the control of University or City.
- 5.5 University Names and Marks. City will not use any names, service marks, trademarks,

trade names, logos, or other identifying names, domain names, or identifying marks of University (the "University Marks"), without in each case, the prior written consent of University. City's use of any University Marks must comply with University's requirements including using the ® indication of a registered trademark where applicable.

- 5.6 Student Educational Records. Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). City 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 University or as otherwise provided by law. If this Contract contains a scope of work or any provision that requires or permits City to access or release any student records, then, for purposes of this Contract only, University hereby designates City as a "school official" for University under FERPA, as that term is used in FERPA and its implementing regulations. As such, City will comply with FERPA and will not make any disclosures of University students' educational records to third parties without prior notice to, and consent from, University or as otherwise permitted by law. In addition, any access or disclosures of student educational records made by City or its employees and agents must comply with University's definition of legitimate educational purpose, which definition can be found at: SSM 107-01: Release of Student Information (<http://www.asu.edu/aad/manuals/ssm/ssm107-01.html>). If City violates the terms of this section, City will immediately provide notice of the violation to University.

6. Notice

All notices or other communications by either party to the other hereunder shall be in writing and shall be deemed properly delivered (i) when received by the party; or (ii) three (3) days after deposit in the United States mail of such notice or communication to the parties entitled thereto, registered or certified mail, postage repaid, to the parties at the following address:

If to Glendale:

Human Resources Director
City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301

If to University (as applicable):

Office of the Provost
Arizona State University
300 E. University Drive.
PO Box 877805
Tempe, AZ 85287-7805

With a copy to:

City Attorney
City of Glendale
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301

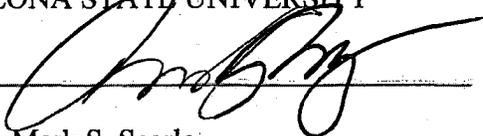
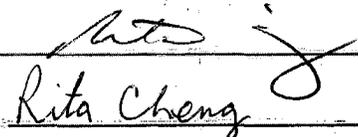
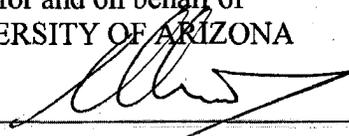
Northern Arizona State University
Attn: Mary Damskey MSW ACSW
Box 15300 SBS
Flagstaff, AZ 86011

University of Arizona
Office of the Provost
1401 E. University Blvd.
Administration Bldg 512
P.O. Box 210066
Tucson, AZ 85721-0066

7. **MISCELLANEOUS.**

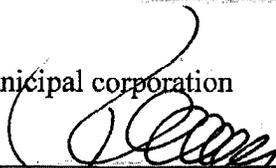
- 7.1 Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- 7.2 This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Notwithstanding the above, this Agreement does not replace, supersede or affect any existing student placement agreements currently in effect. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.
- 7.3 The individual signing on behalf of City hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of City and that this Agreement is binding upon City in accordance with its terms.
- 7.4 The University and City have registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program. The University and City warrant compliance with all federal immigration laws and understand that any breach of this warranty subjects the breaching party to penalties, including termination of this Agreement. The University and City have the right to inspect the papers of the other party's employees participating in this Agreement to ensure compliance with this paragraph.
- 7.5 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.
- 7.6 Nothing in this Agreement shall create any third-party beneficiary rights.
- 7.7 Severability. In the event that any court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement, other than those held to be invalid or unenforceable, shall be valid and enforceable to the fullest extent by law.

"University":

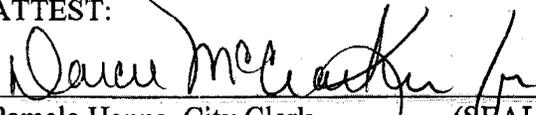
THE ARIZONA BOARD OF REGENTS acting for and on behalf of ARIZONA STATE UNIVERSITY By:  Mark S. Searle Title: University Provost
THE ARIZONA BOARD OF REGENTS acting for and on behalf of NORTHERN ARIZONA UNIVERSITY By:  Rita Cheng Title: President
THE ARIZONA BOARD OF REGENTS acting for and on behalf of UNIVERSITY OF ARIZONA By:  ANDREW C. COMRIE Title: SVP ACADEMIC AFFAIRS + PROVOST

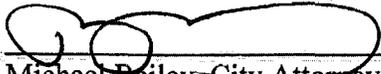
"City":

CITY OF GLENDALE, an Arizona municipal corporation


By: Richard A. Bowers
Its: Acting City Manager

ATTEST:


Pamela Hanna, City Clerk (SEAL)
APPROVED AS TO FORM:


Michael Bailey, City Attorney

