

**CITY CLERK  
ORIGINAL**

C-10273  
09/01/2015

**MASTER STUDENT PLACEMENT AGREEMENT**

**Between**

**SIMMONS COLLEGE  
and the  
CITY OF GLENDALE**

This Student Placement Agreement is entered into on this 1st day of September, 2015, (“Effective Date”) between Simmons College, a not-for-profit educational corporation (the “”) 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 College and the City to enable an educational experience for students at City’s site (“Field Experience”) that may qualify for College academic credit as determined by College. The educational programs within the College (“Programs”) are varied and administered by numerous colleges or departments within the College (“College 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 College 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 College’s receipt of City’s signed copy of such form, the parties agree that such Program through its corresponding College Department is participating under this Agreement.
- 2.3 Each College 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 College 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 College 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 College 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 College 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 College students participating under this Agreement. Depending on the number and types of College Departments and students, City may appoint multiple Educational Coordinators as appropriate.
- 3.2 City agrees to submit to the appropriate College Department an evaluation of each student's progress. The format for the evaluation is established by the College 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 College. College students are not deemed to be employees of City by virtue of this Agreement.

4. **COLLEGE'S OBLIGATIONS.**

- 4.1 As applicable, each College Department will provide an administrative framework, including designating a College 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 College Department will be responsible for developing and carrying out procedures for student selection and admission.
- 4.3 The College is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance to cover any liability arising from the acts and

omissions of the College's employees, students, and agents participating under this Agreement. The College is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the City's employees and agents. The College shall maintain insurance coverage in the following amounts:

(A) Commercial General Liability (CGL): Including products and completed operations, with limits of no less than \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$2,000,000).

(B) Professional Liability Insurance: In amounts not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate.

4.4 INDEMNIFICATION: College shall be responsible for the acts and omissions of its students, 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 College's employees and agents. The College is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the City. College students are not deemed to be employees of City by virtue of this Agreement.

5. **STATE OF ARIZONA PROVISIONS.**

5.1 Non-discrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including, but not limited to, the Americans with Disabilities Act and affirmative action. The parties further agree not to unlawfully discriminate against any student, 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. By signing this Agreement, each party warrants compliance with this section.

5.2 Conflict of Interest. College's and City's participation in this Agreement may be subject to A.R.S. § 38-511.

5.3 Notice of Arbitration Statutes. Parties to this Agreement shall use mandatory arbitration in a legal action if mandatory arbitration is required under A.R.S. § 12-1518.

5.4 Failure of Legislature to appropriate. If College's or City's performance under this Agreement depends upon the appropriation of funds, pursuant to Arizona state law, and if there is a failure to appropriate the funds necessary for performance, then such party may provide written notice of this to the other party and cancel this Agreement without further obligation.

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 College:

Simmons College  
School of Social Work  
Silvana Castaneda, MSW, LICSW  
Director of Field Education  
300 The Fenway  
Boston, MA 02115

With a copy to:

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

With a copy to:

Simmons College  
Office of the General Counsel  
300 The Fenway, C-208  
Boston, MA 02115

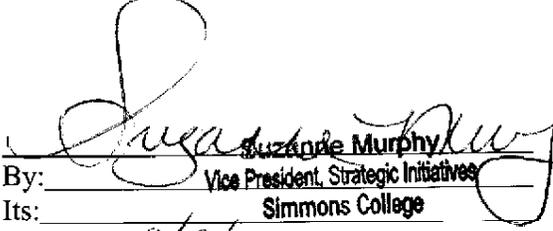
7. MISCELLANEOUS.

- 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 the State 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 College 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 College 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 College 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 Student Educational Records. The College and City recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). City agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and authorization from the College or as otherwise provided by law.
- 7.8 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.

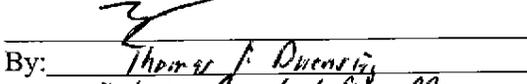
"College":

SIMMONS COLLEGE

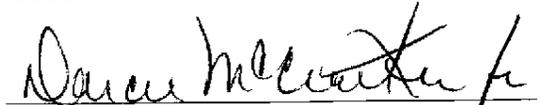
  
 By: Suzanne Murphy  
 Vice President, Strategic Initiatives  
 Its: Simmons College  
 Date: 9/9/15

"City":

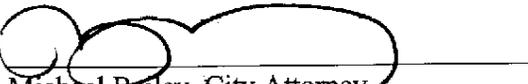
CITY OF GLENDALE, an Arizona municipal corporation

  
 By: Thomas J. Duensting  
 Its: Interim Assistant City Manager  
 Date: 9-16-15

ATTEST:

  
 Pamela Hanna, City Clerk (SEAL)  
 Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
 Michael Bailey, City Attorney  
 Date: \_\_\_\_\_

**EXHIBIT A**  
**and City of Glendale Master Student Placement Agreement**  
**College Program Participation Internship Form**

In accordance with Section 2.2 of the Master Student Placement Agreement (“Agreement”), the following Program as further described below shall be a participating program to the Agreement:

1. Program:  
*Social Work*

2. Field Experience Description/Term:  
*Approximately 28 weeks.*

3. Field Experience Purpose:

*The mission of the MSW program is to prepare masters level professional practitioners with skills for clinical social work practice in a multicultural world using knowledge based on scientific inquiry and field--informed practice. This educational experience, consistent with the history and philosophy of the social work profession, is grounded in a values perspective that emphasizes client strengths and diversities, actively opposes all forms of oppression and supports social and economic justice. The education is designed to help students develop competence, critical thinking and problem solving abilities as well as cultural sensitivity, and self--awareness.*

*Students learn multiple social work roles and skills necessary to be effective within evolving fields of practice. Graduates will be able to work with a variety of populations and social issues, using a broad and flexible array of interventions at an advanced level. They will have the ability to work with individuals, families, groups and communities to facilitate development and change in the service of social justice. Graduates will be prepared to practice with an appreciation for the dignity and worth of the person and the importance of human relationships, with a sense of integrity and a commitment to human rights.*

*The School of Social Work incorporates and builds on these key elements in developing its own mission by emphasizing professional development, critical thinking, integration of theory and practice, diversity, and leadership. In developing this statement, the faculty has insured that it reflects both who we are and who we want to become as a school of social work. We wanted the statement to be broad enough to capture the complexities and multiple demands of social work practice as we see it, and specific enough to clearly state the priorities which drive our curriculum. In the mission statement below, the concepts are reflected in the five program goals that follow.*

4. Program Contact:  
*School of Social Work*  
*Phone: (617) 521-2605*  
*Fax: (617) 517-9142*  
*Email: silvana.castaneda@simmons.edu*

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123      FAX (A/C, No): 781-376-5035 E-MAIL ADDRESS: maryellen.stokarski@usi.biz	
	INSURER(S) AFFORDING COVERAGE INSURER A: United Educators Ins, Recip Ris      NAIC # 10020	
<b>INSURED</b> Simmons College 300 The Fenway Boston, MA 02115-5820	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liab</b>		<b>LPD20140006620</b>	<b>10/15/2014</b>	<b>10/15/2015</b>	<b>Ea Claim \$1,000,000 Agg \$3,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For Insurance Purposes Only

<b>CERTIFICATE HOLDER</b> Simmons College 300 The Fenway Boston, MA 02115	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 