CITY CLERK
ORIGINAL

C-7939
02/24/2012

MASTER STUDENT PLACEMENT AGREEMENT
ARIZONA STATE UNIVERSITY
and
CITY OF GLENDALE

This Student Placement Agreement is entered into between the ARIZONA BOARD OF REGENTS, a body corporate with authority to contract pursuant to A.R.S. Section 15-1625, for and on behalf of Arizona State University (the "University") and the City of Glendale, an Arizona municipal corporation (the "Facility") as of the Effective Date.

Effective Date: January 1, 2012

1. DURATION.

The duration, or term, of this Agreement shall be for three (3) years, commencing on the Effective 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.

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 ("Field Experience") that may qualify for University academic credit as determined by University. The educational programs within the 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 at the Facility who are studying in such Programs, 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 Facility. Upon University's receipt of Facility'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 Facility will agree on a schedule for student participation at the Facility, including the length of field training.

2.4 The student's participation should complement the business activities of the Facility. Students will not be used in lieu of professional or staff personnel and will be under the supervision of a Facility 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 Facility.

2.6 Either the Facility or the University Department may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance.

2.7 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.

2.8 A meeting or telephone conference between representatives of the appropriate University Department and the Facility 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 Facility personnel.

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. Depending on the number and types of University Departments and students, Facility will appoint multiple Educational Coordinators as appropriate.

3.2 Facility agrees to submit to the appropriate University Department 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.

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 is responsible for the 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. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility'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, nondiscrimination, including the Americans with Disabilities Act.

5.2 Conflict of Interest. University's and Facility'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 University's or Facility'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 University:
Susan Simmerman
Associate Director, Career Services
Student Services Bldg. 329
Tempe, Arizona 85287-1312

With a copy to:

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

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 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.

7.4 The University and Facility 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 Facility 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 Facility 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 The University and Facility certify, to the extent applicable under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that they do not have "scrutinized" business operations, as defined in the preceding statutory authority, in the countries of Sudan or Iran.

7.6 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.

7.7 Nothing in this Agreement shall create any third-party beneficiary rights.

7.8 Student Educational Records. The University and Facility recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). Facility 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 University or as otherwise provided by law.

7.9 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: Elizabeth D. Capaldi
Its: Executive Vice President & Provost

"Facility":

CITY OF GLENDALE, an Arizona municipal corporation

By: Horatio Skeete
Its: Assistant City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall, City Attorney

EXHIBIT A
Arizona State University and City of Glendale Master Student Placement Agreement
University 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:

   (Description)

2. Field Experience Description/ Term:

   (Description)

3. Field Experience Purpose:

   (Description)

4. Program Contact:

   (Description)

THE CITY OF GLENDALE	_____
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____