

R 2957

AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF DETROIT MERCY
AND
WASHTENAW COUNTY AND THE
WASHTENAW COUNTY SHERIFF'S OFFICE

This Agreement is made and entered into as of the 25th day of October 2023 by and between University of Detroit Mercy, (University) and Washtenaw County and the Washtenaw County Sheriff's Office (Agency) through its duly qualified and authorized administrators.

Whereas, the parties wish and intend by this Agreement to set forth the terms and conditions of engaging in a program for field education at the Agency for students enrolled in the University's Undergraduate Social Work Program ("Program"); and

Whereas, the Agency has facilities for furnishing field experience (Field Experience Program):

Now Therefore, in consideration of the premises, mutual promises and benefits and undertakings of the parties set forth below, the parties agree as follows:

I. The University Agrees:

- 1.1 To recommend for placement in field experience only those students who have earned a satisfactory record and have met the minimum requirements established by the University in the aforementioned programs.
- 1.2 To assign students to the Agency with the student's knowledge and consent.
- 1.3 To provide the Agency, upon its request, with copies of current course outlines, course objectives, curriculum philosophy, and a list of appropriate faculty and staff in the Program.
- 1.4 To extend to authorized representatives of the Agency an invitation to visit the related curricula of the University and to consult with the faculty and staff in the Program.
- 1.5 That representatives of the University will be available to the Agency for Assistance and consultation as the need arises.
- 1.6 Students of the University will abide by existing rules and regulations of the Agency as they pertain to their activities while in the Agency.
- 1.7 The Agency, upon and after consultation with the appropriate University representative, shall have the right to request that the University terminate or request the withdrawal of any student whose performance or conduct may be unsatisfactory to the Agency. Such request will be granted by the University.
- 1.8 The University and student will cooperate with Agency in order for the Agency to conduct any required background check. Any student with an unacceptable background, at the discretion of Agency, will not be authorized to work at Agency.

II. The Agency Agrees:

- 2.1 To provide field experience at the Agency's facilities to students designated in accordance with paragraph 1.2.
- 2.2 To retain responsibility for the supervision of the students while assigned to the Agency.
- 2.3 That University students will be expected to attend only those services at the Agency which are identified as planned educational experiences.
- 2.4 To provide a safe learning atmosphere for the University's students.

III. The University and The Agency Jointly Agree:

- 3.1 That no student will be discriminated against on the basis of race, color, creed, age, sex, national origin, or disability.
- 3.2 That this document does not limit the Agency to accept students only from this University into the Field Experience Program.
- 3.3 That there will be meetings of representatives of both University and the Agency as often as such meetings are beneficial to the coordination and improvement of the program and at the convenience of both parties.
- 3.4 That there will be ongoing and open communication between the University and the Agency to insure understanding of the expectations and roles of both institutions in providing field experience for students.
- 3.5 That students of the University shall not be deemed to be employees of the Agency or the University for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, or any other purpose, because of their participation in the Field Experience Program. There will be no monetary consideration paid by either party to the other with it being acknowledged that the Field Experience Program provided hereunder is mutually beneficial.

IV. Term of the Agreement:

This agreement shall become effective as of the 25th day of October 2023 and shall expire on the 24th day of October 2028 unless the agreement is terminated by either party upon forty-five (45) written notice of termination provided, however, that students then receiving instruction in the Social Work Program shall be given an opportunity to complete the full Field Experience Program during the instructional period.

V. Notice:

All notices which a party is required or may desire to give to the other party under this Agreement shall be in writing and may be hand-delivered, transmitted by facsimile, or sent by United States certified or registered mail, return receipt requested, postage and registration or certificate prepaid or via Express Mail or any similar overnight delivery service by addressing the same to the other party at the address set forth below. Any party may change the address for service of notice upon it by written notice given to the other in the manner herein provided. The specification of means for giving notice shall not preclude the use of other forms of written notice when in the context of their

use they provide equal or greater effective actual notice to the receiving party than the means specified herein, i.e. email with return receipt provided. Notices shall be deemed given on the date of mailing or delivery by any means above, irrespective of the date of receipt.

Any notice under this agreement shall be directed to:

AGENCY: Washtenaw County Sheriff's Office
2201 Hogback Road
Ann Arbor, Michigan 48105
Email: richardsh@washtenaw.org

UNIVERSITY: University of Detroit Mercy, Department of Social Work
4001 West McNichols Road
Detroit, Michigan 48221-3038
Email: davisnb@udmercy.edu

VI. Insurance:

University will provide comprehensive general liability insurance with policy limits of \$1 million per occurrence and \$3 million annual aggregate for its employees participating in the Field Experience Program, and professional liability insurance with policy limits of \$1 million per occurrence and \$3 million annual aggregate for students and employees participating in the Field Experience Program. Agency will maintain insurance coverage for comprehensive general liability and Agency professional liability insurance each with limits of \$1 million per occurrence and \$3 million annual aggregate, and worker's compensation insurance with limits as required by law. Upon request, either party will provide to the other party certificates of insurance evidencing such coverage.

Should a motor vehicle accident occur while the students are using a personal vehicle during the course of their field experience, the Agency is not responsible for any resulting injuries or damages.

VII. Indemnification:

To the extent permitted by Michigan Law, each party shall be responsible for and indemnify and hold harmless the other party (and its employees) from any and all losses, liabilities, claims, damages, and costs (including reasonable attorneys' fees and expenses) arising out of the activities carried out under this Agreement, specifically

including, but not limited to the negligent or reckless or intentional conduct of the indemnifying party, its officers, employees and agents. The indemnifying party agrees to indemnify and hold harmless the other party (and its employees) from any and all losses, liabilities, claims, damages, and costs (including reasonable attorney's fees and expenses) arising out of the acts or omissions of students while they are acting pursuant to the direction of the indemnifying party. The indemnifying party will not be responsible for claims arising from specific acts of students which were carried out pursuant to the direction of the party seeking indemnification.


VIII. Other Provisions:


The laws of the State of Michigan govern this Agreement. No amendment or modification to this Agreement, including any amendment or modification of this paragraph, will be effective unless the same is in writing and signed by both parties.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first written above.

ATTESTED TO:


WASHTENAW COUNTY

By:  02/06/2024
Lawrence Kestenbaum (DATE)
County Clerk/Register

By:  02/05/2024
Gregory Dill (DATE)
County Administrator

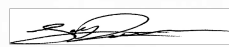
APPROVED AS TO CONTENT:

University of Detroit Mercy

By:  01 / 17 / 2024
Jerry L. Clayton (DATE)
Washtenaw County Sheriff

By: Pamela Zarkowski 1.10.24
Pamela Zarkowski, JD MPH (DATE)
Provost & Vice President for Academic Affairs

APPROVED AS TO FORM:

By:  02/05/2024 For
Michelle K. Billard (DATE)
Office of Corporation Counsel