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|  | **CLM ID:****MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**2 4 1 1 W e s t 1 4 t h  S t r e e t , T e m p e , A Z 8 5 2 8 1 – 6 9 4 2 |
| **EXPERIENTIAL EDUCATION PARTNERSHIP AGREEMENT** |

This Experiential Education Partnership Agreement (“Agreement”) is entered into by and between the Maricopa County Community College District (“MCCCD”), a political subdivision of the State of Arizona, and **Legal Name of Education Partner** (“Education Partner”).

The Maricopa County Community College District is a public educational institution. References to College (“College”) include all of the Colleges within the Maricopa County Community College District (“MCCCD”), its officers, officials, employees, volunteers, students, agents, and assigns.

#### BACKGROUND

1. MCCCD wishes to provide its students (“Students”) with opportunities for all forms of learning or serving through off-campus experiences, including service learning, cooperative education, internships, externships, and volunteering (“Services”).
2. The Education Partner is willing and capable of providing a learning experience.
3. MCCCD shall not be considered a business associate of the Education Partner under the Health Insurance Portability and Accountability Act of 1996.

#### AGREEMENT

**The MCCCD and the Education Partner agree as follows:**

1. **Duration.** This Agreement shall commence on **MM/DD/YYYY** and may be terminated by either party on written notice to either party.
2. **College Responsibilities.** Each semester, College shall advise its Students of the nature of the Services that the Education Partner has available according to information that the Education Partner provides. The College may have access to the Education Partner to observe and evaluate the Students' delivery of the Services.
3. **Education Partner Responsibilities.**
	1. The Education Partner shall provide the Students with safe working conditions within which to provide the Services. The Education Partner shall not direct or permit Students to undertake activities that may be risky or inherently dangerous.
	2. The Education Partner shall provide sufficient instruction to the Students so that the Services provided meet both the Students' need to learn and the Education Partner's objectives. At MCCCD’s request, the Education Partner shall provide the appropriate College with a written evaluation of the Services that each Student performs.
	3. Under applicable law, the Education Partner may not use Students as a substitute for employees. The Education Partner may only assign to Students tasks that are similar to those that would be given in vocational or academic instruction. The tasks must primarily benefit the Students.
4. **Education Partner Right to Screen or Reject.** The Education Partner shall retain the right at all times to screen Students before they deliver services and to reject the Services of any Student.
5. **Vehicles.** Education Partner shall not permit Students to operate Education Partner vehicles or to transport items or persons on behalf of the Education Partner.
6. **Indemnification.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Agreement, or from negligent or intentional acts, or omissions of the Education Partner, its agents, employees, or any tier of its subcontractors in the performance of this Agreement. If applicable, each party will also indemnify, defend, and hold harmless the other, its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of Education Partner’s services under this Agreement violates the claimant’s property rights. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph. All claims, damages, losses and expenses that arise from the operations of the Education Partner as described in this Agreement, are the sole responsibility of the Education Partner and this indemnification provision shall apply.
7. **Insurance.** Education Partner shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A-VIII or better. Before the start of the Agreement, Education Partner will furnish to the college with certificates of insurance evidencing coverage, conditions, and limits required by this Agreement to the College/District contact.

The insurance policies, except Worker’s Compensation, must be endorsed as required by this written Agreement to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds[[1]](#footnote-1) with the following language or its equivalent:

*Maricopa County Community College District, its agents, officers, officials, employees,
and volunteers are hereby named as additional insureds as their interest may appear.*

The insurance policies shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the Education Partner.

Each insurance policy required by the insurance requirements of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days’ prior written notice has been given to the College Representative, except when cancellation is for non-payment of premium; then ten (10) days’ prior notice may be given. Such notice should be sent directly to College Representative. If any insurance company refuses to provide the required notices, the Education Partner or its insurance broker shall notify the College Representative of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer’s notification to that effect. The Education Partner’s insurance must be primary, and any insurance or self-insurance maintained by MCCCD will not contribute to it. If any part of the Agreement is subcontracted, these insurance requirements also apply to all subcontractors.

Any modification or variation of the insurance requirements in this contract shall be made by the risk management department, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action:

* 1. **Commercial General Liability** insurance with a limit of not less than $1,000,000 per occurrence, $2,000,000 in the aggregate for bodily injury, property damage, personal injury, and products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Agreement;
1. **Cancellation.** MCCCD may cancel this Agreement under ARS § 38-511 for any violation of that statute.
2. **Nondiscrimination.** The Education Partner will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the Education Partner 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, age, 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 original, protected veteran status or disability.
3. **Authorized Signature.** Each party to this Agreement represents that the person signing this Agreement on its behalf is authorized by each respective party to do so.
4. **Miscellaneous.** This Agreement constitutes the entire Agreement between the parties concerning the matters contained herein and supersedes all other Agreements between the parties concerning such matters. No provision of this Agreement may be waived or modified except by writing signed by the party against whom such waiver or modification is sought.

***Signature page follows.***

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| **MCCCD** | **EDUCATION PARTNER** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |
|  |  |  |  |

1. Insurance for any agreements with Scottsdale Community College should include the Salt River Pima-Maricopa Indian Community as additional insured. [↑](#footnote-ref-1)