



MARICOPA
COMMUNITY COLLEGES

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street, Tempe, AZ 85281-6942

EXPERIENTIAL EDUCATION PARTNERSHIP AGREEMENT
Student(s) Employed by Education Partner

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 _____ (“Education Partner”).
Legal Name of Company

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

- A. MCCCD wishes to provide its student(s) (“Student(s)”), with opportunities for all forms of learning or serving through off-campus experiences, including service learning, cooperative education, internships, and externships (“Services”).
- B. Student(s) is currently an employee of the Education Partner.
- C. MCCCD has determined that the Student(s)’s job at the Education Partner meets the core competencies of the experiential education hours that the Student(s) is required to perform to obtain MCCCD college credit.

AGREEMENT

The MCCCD and the Education Partner agree as follows:

- 1. **Duration.** This Agreement shall commence on _____ and may be terminated by either party on written notice to either party.
MM/DD/YY
- 2. **College Access.** The College may have access to the Education Partner to observe and evaluate the Student(s)’s delivery of the Services.
- 3. **Education Partner Responsibilities.** The Education Partner shall provide the Student(s) with safe working conditions. The Education Partner shall not direct or permit the Student(s) to undertake activities that may be risky or inherently dangerous. The Education Partner shall provide sufficient instruction to the Student(s) so that the Services provided meet both the Student(s)’s need to learn and the Education Partner’s needs. At MCCCD’s request, the Education Partner shall provide the appropriate College with a written evaluation of the Services that the Student(s) provides. The Education Partner agrees that the Student(s) will in no manner be considered employees, agents, or volunteers of the MCCCD, and that the Service relationship that is established will be solely between the Education Partner and the Student(s).
- 4. **Employment Status.** The Education Partner shall pay the Student(s) for the Services that they provide, and the Student(s) shall have the status of an employee within the Education Partner. For the Services that the Student(s) provides, the Student(s) shall be covered by the Education Partner’s Workers’ Compensation, Commercial General Liability, and Automobile Liability insurance coverage.
- 5. **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.

6. **Insurance.** Education Partner shall maintain during the term of this Agreement the following insurance policies issued by companies licensed in Arizona with a current A.M. Best rating of A VIII or better:
 - 6.1. **Commercial General Liability** insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, including but not limited to, the liability assumed under the indemnification provisions of this Agreement;
 - 6.2. **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Education Partner's owned, hired, and non-owned vehicles; and
 - 6.3. **Workers' Compensation** insurance with limits statutorily required by any Federal or state law and **Employer's Liability** insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
7. **Cancellation.** MCCCDC may cancel this Agreement under ARS § 38-511 for any violation of that statute.
8. **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.
9. **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.
10. **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.

Originating College: Mesa Community College

College Contact Email: Career@mesacc.edu

MCCCDC
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT

EDUCATION PARTNER
LEGAL NAME OF EDUCATION PARTNER

Signature: _____
James H. Curtin
Associate General Counsel Sr.

Signature: _____
Name
Title

Date: _____

Date: _____

Address: _____

Email: _____