



EXPERIENTIAL EDUCATION PARTNERSHIP AGREEMENT

This Agreement ("Agreement") is entered into by and between the Maricopa County Community College District ("MCCCD"), a political subdivision of the State of Arizona, and _____ ("Agency").

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 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").
B. The Agency is willing and capable of providing a learning experience.
C. MCCCD shall not be considered a business associate of the Agency under the Health Insurance Portability and Accountability Act of 1996.

AGREEMENT

The MCCCD and the Agency agree as follows:

- 1. Duration. This Agreement shall commence on _____ 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 Agency has available according to information that the Agency provides. The College may have access to the Agency to observe and evaluate the Students' delivery of the Services.
3. Agency Responsibilities.
3.1. The Agency shall provide the Students with safe working conditions within which to provide the Services. The Agency shall not direct or permit Students to undertake activities that may be risky or inherently dangerous.
3.2. The Agency shall provide sufficient instruction to the Students so that the Services provided meet both the Students' need to learn and the Agency's objectives. At MCCCD's request, the Agency shall provide the appropriate College with a written evaluation of the Services that each Student performs.
3.3. Under applicable law, the Agency may not use Students as a substitute for employees. The Agency 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. Agency Right to Screen or Reject. The Agency shall retain the right at all times to screen Students before they deliver services and to reject the Services of any Student.
5. Vehicles. Agency shall not permit Students to operate Agency vehicles or to transport items or persons on behalf of the Agency without the specific authorization of MCCCD and only if the Agency trains the Students before permitting them to operate vehicles or otherwise transport items or person on Agency's behalf.
6. Insurance. Each party 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. Prior to Students providing services at Agency, each party shall furnish the other with certificates of insurance evidencing the required coverages, conditions, and limits required by this Agreement. Agency shall provide the certificate to the following address:

MCCCD Risk Manager
2411 West 14th Street
Tempe, AZ 85281
480-731-8879 / 480-731-8890 (fax)

The insurance policies, except Workers' Compensation, shall be endorsed to name the other party, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

[Name of party], its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

If any insurance policies are written on a "claims made" basis, coverage shall extend for two years past completion of the last student assignment to the Agency and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating that they shall not expire, be cancelled, suspended, voided or materially changed without the insurer endeavoring to provide 30 days written notice by certified mail to the other party. Each party's insurance must be primary, and any insurance or self-insurance maintained by the other party shall not contribute to it. The following coverage is required:

- 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, and 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 party'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. **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 the acts, errors, mistakes, omissions, work or service of the indemnifying party, its agents, employees, students or any tier of that party's subcontractors in the performance of this Agreement. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.
 8. **Cancellation.** MCCCCD may cancel this Agreement under Arizona Revised Statutes Section 38-511 for any violation of that statute.
 9. **Nondiscrimination.** The Agency shall not unlawfully discriminate, either in the provision of Services or employment, against any person on the basis of race, color, sex, religion, age, national origin, disability, or veteran's status. The Agency shall comply with all applicable laws relating to non-discrimination, affirmative action, and equal employment opportunity.
 10. **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.
 11. **Miscellaneous.** This Agreement constitutes the entire Agreement between the parties concerning the matters contained herein and supercedes 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.

AGENCY:

Signature: _____	Phone No.: _____
Name: _____	Address: _____
Title: _____	City, State & Zip Code _____
Date: _____	Placement Coordinator*: _____
Originating College: _____	College Contact: _____

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT:

Signature: _____	Date: _____
Assistant General Counsel	

**Please provide the name and phone number of the placement coordinator for your Agency. Otherwise, the person signing on behalf of your Agency will be listed as the contact person. If you have multiple sites/coordinators, please attach a list.*