



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

EDUCATIONAL SERVICES AGREEMENT

Credit Courses (Wash and Non-Wash)

This Educational Services Agreement for Credit Courses (Wash and Non-Wash) ("Agreement") is between Maricopa County Community College District ("MCCCD"), a political subdivision of the State of Arizona for **PHOENIX COLLEGE** ("College"), and **CITY OF CHANDLER BY AND THROUGH ITS CHANDLER FIRE DEPARTMENT** ("Contractor"), an Arizona municipal corporation, located at **151 E. BOSTON ST., CHANDLER, AZ 85225**, for the provision of certain educational services within the State of Arizona.

BACKGROUND

- A. Contractor is a business or non-profit organization whose primary business is described as follows: **municipal fire department**. As part of its business, but not as its primary business, Contractor provides training. Contractor wishes to teach some of College's courses to its:

☒ Employees ☒ Members¹ ☒ Non-Members² ☐ Apprentices³

- B. Contractor and College desire to enter into a mutually beneficial agreement for the delivery of some of College's credit courses ("Courses"). College will provide those who successfully complete the Courses ("Students") with college credit under the terms specified in this Agreement.

AGREEMENT

The parties agree as follows:

1. **Duration.** This Agreement will be effective on the date that authorized representatives of both parties have signed it, and will expire on **DECEMBER 31, 2028** unless terminated under Paragraph 5, or renewed through a written amendment issued pursuant to Paragraph 12.
2. **Contractor Responsibilities. [Check only one option.]**
 - 2.1. ☐ Option A: College will provide instructors for the Courses. (If College pays Contractor employees directly as MCCCD employees to teach the Courses, then this is the appropriate option to check.)
☒ Option B: Contractor will provide instructors for the Courses. The instructors directly teaching in the classroom will at all times during this Agreement meet the standards established by MCCCD for its faculty teaching the same curriculum. Instructors as well as Contractor staff who have access to the Students' educational records as defined in Paragraph 2.4 or to MCCCD's technology systems as specified in Paragraph 3.3 will be considered Persons of Interest under MCCCD's security and privacy administrative regulations.⁴ Instructors under this option will not be considered adjunct faculty for the College, and will not be entitled to any of the financial benefits to which adjunct faculty are entitled. However, instructors may participate in training and other activities that College provides for its adjunct faculty-employees. An instructor's participation in these activities will not alter his or her status as an employee of the Contractor or the coverage of Contractor's Worker's Compensation

¹ See limitation in Paragraph 4.3.1.

² See limitation in Paragraph 4.3.1.

³ Apprenticeship programs are limited to GateWay Community College.

⁴ See Administrative Regulations 4.22 through 4.24 at: <https://district.maricopa.edu/regulations/admin-regs/section-4>

insurance coverage for these activities of the instructor. Instructional services under this Agreement will be referred to as "Instructional Services."

- 2.2. ☒ Option A: Contractor will locate the site for the Courses in facilities that are appropriate to the needs of specific programs and the College's standards.
- ☐ Option B: The Courses will be taught by the party identified in Paragraph 2.1 at College's facilities.
- 2.3. College will be responsible for registering students for the Courses.
- 2.4. If Contractor is teaching the Courses, the federal Family Educational Rights and Privacy Act of 1974 as amended ("FERPA"), applies and Contractor is required to comply with it in all respects concerning the Students in the Courses. Contractor will not provide Student roster lists, or any Student educational records such as grades and Social Security numbers, about those Students to any person unless the Student expressly authorizes MCCCDC or the College to disclose such information. Contractor will promptly notify MCCCDC at protectprivacy@maricopa.edu if it has reason to believe that an unauthorized disclosure of Students' educational records has occurred. Contractor acknowledges that MCCCDC must designate it as an "other school official" under FERPA. Contractor will limit its employees' access to the records to those persons for whom access is essential to the performance of this Agreement. In accordance with the FERPA, Contractor will safeguard those records from improper disclosure. Furthermore, Contractor will not disclose those records without the prior written authorization of the Student and/or the parent of a Student who is a minor permitting MCCCDC and Contractor to release the information according to the authorization.
- 2.5. If Contractor is teaching the Courses, Contractor will advise each instructor, before teaching any Course covered by this Agreement, about the requirements of this Agreement, and particularly those set forth in Paragraph 2.4.
- 2.6. If Contractor is teaching the Courses, its instructors will grade Students according to standards and policies of MCCCDC and College.

3. Evaluation of Curriculum and Instructional Services.

- 3.1. College will re-evaluate Contractor's curriculum and, if applicable, Instructional Services on an ongoing basis to assure that they each meet the criteria for receiving College credit. For purposes of accreditation, all curriculum and Instructional Services are under the control of College.
- 3.2. If Contractor is teaching the Courses, College has designated a person at the College to be the contact person. That person is: **GLENN TRAINOR, PARAMEDICINE PROGRAM DIRECTOR, 1202 W. THOMAS ROAD, PHOENIX, AZ 85013, GLENN.TRAINOR@PHOENIXCOLLEGE.EDU**
- 3.3. If Contractor is teaching the Courses, College will provide Contractor instructors and Contractor staff, as appropriate, with MCCCDC enterprise identification and Student Information System numbers so that they may access the Faculty Center of MCCCDC's Student Information System for the limited purposes of inputting student grades, withdrawals, or incompletes. Contractor instructors will not have access to any other student education record or other Confidential Information, as defined in Paragraph 17.
- 3.4. **Contractor instructors or staff ☐ will ☒ will not have access to MCCCDC's technology systems beyond that described in Paragraph 3.3. If those persons will have greater access than that described in Paragraph 3.3, they or the Contractor may be required to sign a security and privacy amendment to this Agreement. Please describe the access that they will have:**
- 3.5. Contractor's Instructional Services may not be subcontracted.

4. Billing for Tuition, Facilities and Instructional Services.

4.1. Applicable Tuition and Fee Charges. For each Student enrolled in a Course, College will charge all tuition and applicable fees according to MCCCCD's current approved Tuition and Fee Schedule. The tuition and fee schedule is subject to change annually on July 1 of each year. Contractor may not require Students to pay Contractor any additional amounts for tuition and fees other than those noted on MCCCCD's current approved Tuition and Fee Schedule. The tuition and fees payable are:

4.1.1. Tuition for each Course based on enrollment at the appropriate current tuition rate, determined by residency, per semester hour;

4.1.2. A registration fee;

4.1.3. Course fees as appropriate; and

4.1.4. Book fees as appropriate.

4.2 Payments Between the Parties. [Check only one option.]

☐ **Option A (Funds Exchanged):** Contractor or Student will pay all appropriate tuition and fees to College.

If applicable, College will pay Contractor the amount of \$0.00 for providing the following services, which includes Instructional Services (collectively, "Services"):

If applicable, Contractor will invoice College and College will pay for the use of Contractor's facilities for the Courses as follows:

☒ **Option B (No Funds Exchanged):** College will invoice Contractor for the appropriate in-state or out-of-state tuition rate. Contractor will invoice College for each Course for facilities rental and Services. The amount invoiced by the Contractor will equal the amount of the appropriate in-state tuition rate and fees for that course. **Contractor or Student will pay College for any out-of-state tuition where applicable.**

4.3 Additional Charges of Contractor.

4.3.1 If Contractor is a non-profit membership organization offering the Courses under this Agreement primarily to its members, it may offer the Courses to non-members and charge an additional reasonable administrative fee to those non-member students so long as most of the students in the Courses under this Agreement continue to be employees or its members. MCCCCD is required to specify this limitation in this Agreement due to legal requirements relating to its statutory authorization.

4.3.2 In addition to tuition and fees, Contractor may purchase books and supplies for the Students in the Courses and include the cost of those items as a charge to the Students.

5. Termination.

5.1. Either party may terminate this Agreement by giving a 30-day written notice of intent to terminate to the other party. Termination will not be effective until all the Courses in process on the date the notice is given have been completed.

5.2. MCCCCD and College may terminate this Agreement under ARS § 38-511 for a conflict of interest.

6. Indemnification.

6.1. Non-Public Entities. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless MCCCCD, 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 Contractor, its agents, employees, or any tier of its subcontractors in the performance of this

Agreement. If applicable, Contractor will also indemnify, defend, and hold harmless MCCCCD and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of Contractor'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 Contractor as described in this Agreement, are the sole responsibility of the Contractor and this indemnification provision shall apply.

6.2. Public Entities. Each party (as 'indemnitor') agrees to defend, indemnify, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

7. Insurance Applicable Only to Non-Public Entities. If the Contractor is not a public entity, Contractor 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, Contractor will furnish to the college with certificates of insurance evidencing coverage, conditions, and limits required by this Agreement at the following address to:

Health Care Education | ATTN: Robert Franciosi
2411 West 14th Street, | Tempe, AZ 85281 | or by email to: robert.franciosi@domail.maricopa.edu

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 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 Contractor.

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 Contractor 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 Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCCD will not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Any modification or variation of the insurance requirements in this Agreement shall be made by the MCCCCD Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

A. Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

- General Aggregate \$2,000,000

- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Property \$50,000⁵
- Each Occurrence \$1,000,000

B. If applicable, Commercial Auto 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 Contractor's owned, hired, and non-owned vehicles.

C. If applicable, Worker's Compensation insurance with limits statutorily required by an Federal or state law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

8. Nondiscrimination. The Contractor 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 Contractor 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 origin, protected veteran status or disability.

9. Disability Guidelines. If applicable to the work of the Contractor under this Agreement, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 et seq.) and its implementing regulations set forth at Title 28, CFR Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 USC § 794d) and its implementing regulations set forth at Title 36, CFR Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCCD from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

10. Governing Law. This Agreement will be governed by the laws of the State of Arizona. Nothing in this Agreement waives MCCCCD's sovereign immunity.

11. Funds Unavailable. MCCCCD may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. MCCCCD shall give District prompt written notice after it knows that funding will not be available.

12. Amendment. The parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.

13. Use of MCCCCD/College Logo or Name. Contractor may only use MCCCCD's or the College's name or logo for the courses subject to this Agreement and only with the prior written approval of MCCCCD or College.

14. Contractor Professionalism.

⁵ Limit can change depending on the type of risk.

- 14.1. Contractor will, at all times during this Contract, provide the Services under this Agreement within the highest standards of its profession.
- 14.2. Contractor certifies and warrants that the Services it provides under this Agreement comply with all applicable laws, regulations and policies, and with this Agreement.
15. **Independent Contractor Certification.** By signing this Agreement, Contractor certifies that it is an independent contractor. Contractor's employees or contractors will not, at any time, be employees or contractors of MCCCDC or the College. Contractor will be solely responsible for paying all applicable taxes and other governmental charges relating to its employees and contractors.
16. **Legal Worker Requirements.** To the extent applicable under ARS § 41-4401, Contractor verifies that it checks the employment eligibility through the e-verify program of any employee it hires, and complies with federal immigration laws and regulations relating to their employees. As required by ARS § 41-4401, MCCCDC advises that it is a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement; and that the law provides other rights to MCCCDC to ensure compliance.
17. **Confidential Information Defined.** Confidential Information is any available data or information in all forms collected, stored, or maintained that encompasses information that is personal to our uniquely identifies students, employees, agents or other MCCCDC constituents, including but not limited to information that is protected by law or regulation. Confidential information includes, but is not limited to, social security numbers, student records, student financial records (regarding students, their parents, or sponsors), financial, credit, payment card and personal information regarding MCCCDC employees and students, protected health information, and other personally identifying information. In addition, Confidential Information includes data and other information that is proprietary to or developed by MCCCDC such as institutional financial and performance records.
18. **Obligations to Protect Confidential Information and Other Assets.**
- 18.1. Contractor agrees that Confidential Information provided to it or to which it may have access under this Agreement will be used only and exclusively to support performance of this Agreement and not for any other purpose.
- 18.2. Contractor's instructors, employees, or agents who have access to MCCCDC's network, facilities, data, or Confidential Information (collectively, "MCCCDC Assets") may not have access until they have received MCCCDC's privacy and security training.
- 18.3. At all times during this Agreement, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information. Contractor will supply the appropriate MCCCDC representative with copies of those policies and plans upon request.
- 18.4. Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing Services. Contractor will supply the appropriate MCCCDC representative with copies of those policies upon request.
- 18.5. Contractor will inform MCCCDC by sending an e-mail to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if Contractor and/or its employees, instructors, or agent(s) have reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCDC may be required to perform a risk assessment and/or provide a notification under applicable law, such as a breach. "Security incident" means the unauthorized access to and/or misappropriation of Confidential Information. Contractor will provide as many details as it has available in the notice about the nature of matter and will update MCCCDC as more information becomes available.

- 18.6. Contractor will be financially responsible for the costs related to any security incident, breach or risk assessment caused by the inappropriate disclosure of Confidential Information by its employees, staff, directors or agents including but not limited to drafting and mailing of notifications; call center services, forensic investigation services, and credit monitoring.
- 18.7. If Contractor, its employees, or any tier of Contractor's agent(s) in the performance of this Agreement maintains Confidential Information on its technology, Contractor warrants and confirms that the maintenance of that information will meet applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 18.8. MCCCCD owns all of the records and data of which Contractor may have custody on MCCCCD's behalf including Confidential Information. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Agreement or, if this Agreement is silent, without the express written approval of an authorized MCCCCD representative. Contractor will work with MCCCCD to transfer all of MCCCCD's records and data to MCCCCD on the termination or expiration of this Agreement. Regarding Confidential Information, Contractor will return that information or securely destroyed it promptly as directed by MCCCCD without retaining any copies thereof, with any destruction confirmed in writing by the Contractor, except to the extent copies are required by law to remain with or.
- 18.9. Contractor agrees to provide MCCCCD access to MCCCCD records and data including Confidential Information that Contractor holds or uses on behalf of MCCCCD upon written request of MCCCCD with reasonable advance notice.
- 18.10. Contractor agrees to maintain, and provide to MCCCCD if requested, a record of when and to whom Confidential Information is disclosed.

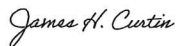
MCCCCD

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for its Colleges and Skill Centers

CONTRACTOR

CITY OF CHANDLER, an Arizona municipal
corporation, for its Chandler Fire Department

Signature:



James Curtin
Associate General Counsel, Senior

Date:

09/20/2023

Signature:

Joshua H. Wright
City Manager

Date:

Address:

Email:

OTHER APPROVALS (if necessary)

Signature:

Date:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY