



EXPERIENTIAL EDUCATION PARTNERSHIP AGREEMENT

Public Entity

This Experiential Education Partnership Agreement (“Agreement”) is entered into by and between Maricopa County Community College District (“MCCCD”), a political subdivision of the State of Arizona, and **CITY OF GLENDALE**, a public entity (“Agency”).

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 **08/22/2023** 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 needs 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.** 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. 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 needs. At MCCCD’s request, the Agency shall provide the appropriate College with a written evaluation of the Services that each Student provides.
- 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 insurance or excess a self-insurance program to cover liability arising from the acts and omissions of each party’s employees or agents.
- 7. **Indemnification.** 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.
- 8. **Cancellation.** Each party may cancel this Agreement under ARS § 38-511 for any violation of that statute.
- 9. **Nondiscrimination.** The Agency 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 Agency 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

