



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

EDUCATIONAL SERVICES AGREEMENT

Credit Courses

This agreement is between **THE CITY OF GOODYEAR** ("Contractor"), a/an operating agent on behalf of the other participants of the Goodyear Fire Department, located at 175 North 145th Avenue, Goodyear, AZ 85338, and the Maricopa County Community College District ("MCCCD"), on behalf of **Estrella Mountain Community College** ("College"), a political subdivision of the State of Arizona, for the provision of certain educational services within the State of Arizona ("Agreement").

BACKGROUND

- A. Contractor provides training for its employees in the following areas: **training its employees in Fire Science..**
- B. College, after evaluating the course content and instructional guidelines according to the College's strict curriculum criteria, has determined which of Contractor's current training classes qualify for college credit, and how much credit can be offered ("Courses").
- C. Contractor and College desire to enter into a mutually beneficial agreement under which Contractor will provide the instruction and facilities for its training program, and College will, in turn, provide those in the training ("Students") with college credit for the successful completion of the training under the terms specified in this Agreement.

AGREEMENT

The parties agree as follows:

- 1. **Duration.** This Agreement shall be effective on the date that authorized representatives of both parties have signed it, and shall expire on **JUNE 30, 2014** unless terminated under Paragraph 5, or renewed through a written amendment issued pursuant to Paragraph 11.
- 2. **Contractor Responsibilities.**
 - 2.1. Contractor shall provide instructors for the Courses to be offered for College credit. The instructors directly teaching in the classroom shall at all times during this Agreement meet the standards established by MCCCD for its faculty teaching in the same field. Instructors shall not be considered adjunct faculty for the College, and shall not be entitled to any of the benefits to which adjunct faculty are entitled.
 - 2.2. Contractor shall locate the site for the courses in facilities that are appropriate to the needs of specific programs and the College's standards. Contractor shall not teach any Course on MCCCD's property, or under a facility under the MCCCD's control.
 - 2.3. Contractor shall be responsible for registering the Students for the Courses. **To assist College in complying with the mandates of Arizona Revised Statutes §15-1803 (precluding in-state status for persons who are not citizens or legal residents of the United States), Contractor shall take steps to ensure that students claiming in-state residency are entitled to do so under the law.**
 - 2.3.1. Each Student taking a course for which College credit is offered must be registered at the beginning of the course.
 - 2.3.2. College must receive a completed student registration form for each Student before the College will record the Student as enrolled in each Course.

- 2.4. Because Contractor is teaching College credit courses, the federal Family Educational Rights and Privacy Act of 1974 applies and Contractor is required to comply with it concerning the Students in the credit courses. Contractor shall not provide Student roster lists, or any 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.
- 2.5. Contractor shall 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. Contractor instructors shall grade Students according to standards of MCCCDC and College.

3. Evaluation of Curriculum, Coursework and Instruction.

- 3.1. College shall re-evaluate Contractor's curriculum, coursework and instructional services on an on-going basis to assure that they each meet the criteria for receiving College credit. For purposes of accreditation, all curriculum, coursework and instruction is under the control of College. Attachment A to this Agreement identifies the Courses that are currently approved for instruction under this Agreement.
- 3.2. College has designated a person at the College to be responsible for verifying that the grade rosters submitted under Paragraph 2.6 comply with applicable MCCCDC and College policies identified in that Paragraph. That person is: **HEATHER WEBER 623.935.8583**

4. Billing for Tuition, Facilities and Instructional Services.

- 4.1. For each Student enrolled in a course, College shall invoice Contractor for all tuition and applicable fees according to MCCCDC's current approved Tuition and Fee Schedule as follows:
 - 4.1.1. Tuition for each course based on enrollment at the appropriate tuition rate, based on 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.Attachment A to this Agreement shall identify the tuition rates, and all fees applicable to each Course identified on the Attachment.
- 4.2. Contractor shall invoice College for each course for facilities rental and instructional services. The amount billed shall equal the amount of the appropriate in-state tuition rate and fees collected by College from Contractor for that course. Contractor shall pay College for any out-of-state tuition where applicable.

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. MCCCDC and College may terminate this Agreement under Arizona Revised Statutes §38-511 for a conflict of interest.

6. **Indemnification.** Each party (as 'indemnitor') agrees to indemnify, defend, 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 resulting 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.

- 14. Independent Contractor Certification.** By signing this Contract, Contractor certifies that it is an independent contractor. Contractor's employees or contractors shall not, at any time, be employees or contractors of MCCCCD or the College. Contractor shall be solely responsible for paying all applicable taxes and other governmental charges relating to its employees and contractors.
- 15. Legal Worker Requirements.** To the extent applicable under Arizona Revised Statutes § 41-4401, MCCCCD is prohibited from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A, which requires that "every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program." A contractor is not in material breach of this provision if it complies with the employment verification provisions prescribed by Section 274a and 274b of the federal Immigration Nationality Act and the e-verify requirements of Arizona Revised Statutes §23-214-A. As required by Arizona Revised Statutes § 41-4401, MCCCCD advises the Contractor that:
- 15.1.** It and its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes §23-214-A.
 - 15.2.** A breach of that warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 15.3.** MCCCCD retains the legal right to inspect the paper of the Contractor or its subcontractor is complying with the warranty specified in Subparagraph 1.
- 16. Sudan and Iran.** Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

CONTRACTOR:

By: _____
Its Authorized Agent

Name: _____

Title: _____

Date: _____

MCCCCD:

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for its Colleges and Skill Centers

By: _____
Margaret E. McConnell
Assistant General Counsel

Date: _____



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Credit Courses – Attachment A

1. Name of Company: **CITY OF GOODYEAR - GOODYEAR FIRE DEPARTMENT**
2. Name of College: **ESTRELLA MOUNTAIN COMMUNITY COLLEGE**
3. Type of Training Provided (Generally): **FIRE SCIENCE PROGRAM**

Course Title	Dates	Credit Hours	Maricopa Applicable Tuition	Maricopa Applicable Fees	Contractor Charges to Students
FSC Courses	7/1/13 – 6/30/14	1-3	\$81 per credit hour	\$15 registration fee per semester	none