



INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

AND

AMPHITHEATER SCHOOL DISTRICT

The parties to this Intergovernmental Agreement (“Agreement”) are The Arizona Board of Regents, University of Arizona, hereinafter “UA”, and the Amphitheater School District, hereinafter “AGENCY”.

AUTHORITY

UA and AGENCY are authorized to enter into this Agreement pursuant to the Provisions of A.R.S. §11-952, §15-342(13) and §15-1625(B)(2).

PURPOSE

The purpose of this Agreement is establish the University of Arizona College of Education as the provider of instruction and transition services to AGENCY students enrolled in Project FOCUS as prescribed in the students’ Individualized Education Program (IEP).

DURATION

This Agreement shall commence once fully executed and continue to June 30, 2024. The agreement will automatically renew each year thereafter for up to five additional years unless terminated by either party. Renewals may extend this agreement through June 30, 2029.

FUNDING

1. AGENCY will pay UA a fee per student based on the student’s educational disability label as derived from the Arizona Department of Education’s Average Daily Maintenance (ADM) formula and “Group B” Student Add On. (A.R.S. § 15-901 defines ADM as the total enrollment of fractional students and full-time students, minus withdrawals, of each school day through the first one hundred days as applicable for the current year. A.R.S. § 15-901(B)(12) defines "Group B" as educational improvements for pupils in kindergarten programs and grades one through three, educational programs for autism, a hearing impairment, a moderate intellectual disability, multiple disabilities, multiple disabilities with severe sensory impairment, orthopedic impairments, preschool severe delay, a severe intellectual disability and emotional disabilities for school age pupils enrolled in private special education programs or in school district programs for children with severe disabilities or visual impairment.

2. The fee will not exceed the amount AGENCY receives in ADM and “Group B” for the student.
3. The fee will be used to pay for all costs of the education and transition services as prescribed in the IEP for a Fall and Spring semester.
4. The fee will be paid on a quarterly basis at the end of each quarter following the services provided by agency identified as September 30, December 31, March 31, and June 30.

AGENCY shall make checks payable to *The University of Arizona* and remit to the following address:

University of Arizona
Sponsored Projects Services/Bursar’s Office
1303 E. University Blvd, Box 3
Tucson, AZ 85719-0521

SERVICES TO BE PROVIDED BY UA

1. Provide certified teachers and non-certified instructional staff to support AGENCY students to attend UA classes, complete necessary homework, and projects as listed in the class syllabus.
2. Provide 720 hours of instruction in the course of a year.
3. Provide instructional support staff as needed for AGENCY students to learn to safely navigate the campus, participate in campus activities, and access the UA student resources.
4. Participate in the recruiting and screening of students for Project FOCUS
5. Schedule and participate in an annual IEP meeting.
6. Report daily attendance to AGENCY representative
7. Report quarterly grades to AGENCY representative.

SERVICES TO BE PROVIDED BY AGENCY

1. Complete all necessary IEP and MET paperwork and progress reports. Enter attendance and grades.
2. Recruit and refer students to Project FOCUS.
3. Participate in the Project FOCUS student screening process.
4. Assign a designated AGENCY staff person to be the Project FOCUS liaison and represent AGENCY at Project FOCUS meetings, events, and student meetings.

STATE OBLIGATION

The Parties recognize that the performance of both Parties may be dependent upon the appropriation of funds by each Party’s governing and/or legislative authority. Should the Legislature in the case of the UA or the Governing Board in the case of AGENCY fail to appropriate the necessary funds or if either Party’s applicable appropriation is reduced during the fiscal year, the Party that is subject to the reduced or eliminated funding may reduce the scope of this Agreement, if appropriate, or cancel this Agreement without further duty or obligation. Each Party

agrees to notify the other Party as soon as reasonably possible after the unavailability of said funds comes to its attention.

TERMINATION

This Agreement may be terminated by either party with thirty days written notice to the other party. In the event early termination creates an obligation on one party to refund or release funds to the other including, but not limited to, the return of ADM for students no longer served under the agreement, such funds shall be released or refunded within thirty days of the termination period.

NOTICE

Any written notice/communication provided for, required or permitted herein will be addressed to the following:

University of Arizona:
Sponsored Projects & Contracting Services
University of Arizona
P.O. Box 210158, Rm 510
Tucson, AZ 85721-0158

Amphitheater Public Schools
Michelle Tong, Associate to the Superintendent
and General Counsel
701 W. Wetmore Road
Tucson, AZ 85705
Attn: Legal Department

INDEMNIFICATION

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

ARBITRATION

The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.

NON-DISCRIMINATION

The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, as amended.

CONFLICT OF INTEREST

This Agreement is subject to cancellation under A.R.S. § 38-511 regarding conflict of interest on the part of individuals negotiating contracts on behalf of the State of Arizona.

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. The Parties agree that any unaltered xerographically or electronically reproduced copy of this agreement will have the same legal force and effect as any copy bearing original signatures of the Parties.

AMENDMENTS

Any amendments to this Agreement must be in writing and signed by authorized representatives of each party.

WAIVER

Waiver by either Party of any breach or default of any clause of this Agreement by the other Party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

SEVERABILITY

If any provision of this Agreement is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

ENTIRE AGREEMENT

This Agreement embodies the entire understanding between the UA and AGENCY for this project, and any prior or contemporaneous representations, either oral or written are hereby superseded. Notwithstanding the foregoing, purchase orders related to the subject matter hereof do not amend or supplement the terms of this Agreement, regardless of whether the University signs or accepts such purchase orders.

IN WITNESS HEREOF, to the extent permitted by law, the parties sign this Agreement, as indicated by its authorized representatives signing below:

FOR THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

Name:
Title:

Date: _____

Attorney Approval:

The undersigned has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Board of Regents.

Dated this ____ day of _____, 20 ____.

By: _____
Associate General Counsel

FOR AGENCY

Name: Michelle Tong

Title: Associate to the Superintendent and General Counsel, Amphitheater Public School District

Date: _____

The above signatory has determined that the foregoing Agreement is in proper form and is within the powers and authority granted under the laws of Amphitheater School District