



**GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

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**DATE OF MEETING:**        **December 7, 2021**

**TITLE:**        **Approval of Intergovernmental Agreement with the Arizona Board of Regents,  
University of Arizona**

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**BACKGROUND:**

The University Of Arizona, College Of Education facilitates educational leadership experiences for teachers through a fellowship program named Borderlands Master Teacher Fellowship. The program extends learning opportunities to teachers to support them to develop STEM learning opportunities at their schools. La Cima Middle School Teacher Leslie Ferre has been invited to participate in that fellowship program.

The University of Arizona requires an intergovernmental agreement (IGA) with the District for her to be able to participate. The IGA presented with this item was prepared by the University of Arizona for that purpose. If approved, the IGA becomes effective upon approval by the Board of Regents, who plans to consider it if the Amphitheater Governing Board approves it. It would then remain in effect through May 31, 2026, unless terminated by either party with ninety (90) days written notice to the other.

There is no financial obligation for the District under this IGA. The IGA also does not obligate the District to provide rights to the teacher participant outside of those readily available to all District teachers, including release time for professional training opportunities and consideration for leadership opportunities at school or for curriculum development. The University of Arizona, College of Education has confirmed that the professional development trainings identified in the IGA are generally 1-day trainings and some occur during the summer. The participating teacher can use information gleaned from the fellowship program to benefit the students of La Cima and the District' STEM programs.

Counsel has reviewed the agreement and has determined that it is within the power and authority of the Amphitheater Governing Board to enter into the agreement.

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**RECOMMENDATION:**

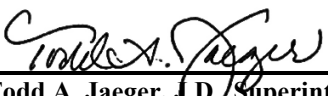
This item is presented for the Board's action. The administration recommends approval of this IGA.

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**INITIATED BY:**

  
**Michelle H. Tong, J.D.,**  
Associate to the Superintendent and General Counsel

**Date: December 1, 2021**

  
**Todd A. Jaeger, J.D., Superintendent**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA  
AND  
[SCHOOL DISTRICT- Amphitheater Public Schools]**

This Intergovernmental Agreement (“Agreement”) is entered into as of the last date signed below, by and between the Arizona Board of Regents, University of Arizona (“University”) and the Amphitheater Public Schools (“District”), and herein referred to as “Party” or “Parties.”

**A. Authority**

University and District 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).

**B. Project**

The purpose of this Agreement is to establish a relationship between the District and the University to facilitate an educational leadership experience for the University’s Borderlands Master Teacher Fellowship (“BMTF”) fellows employed at a school site within the District (“Fellows”), and in support of developing STEM learning opportunities in a community of practice and in school environments regionally.

Over the course of 5 years, the District will be asked to support their employed fellows in the BMTF program at University in their leadership development with the objective to improve STEM education within the District and the region. The University will work with the District to develop science lessons and educational support materials for Sin Fronteras Teacher Professional Development Programming. Fellows will be expected to take a leadership role in curriculum development and new teacher mentorship in their respective school districts. This project will also connect Fellows to a broader STEM community in Southeastern Arizona through the Bisbee Science Exploration and Research Center, University of Arizona’s Biosphere 2, and UA Arizona Institutes for Resilience for the purposes of building STEM curriculum and resources. Fellows will provide the vision and leadership to develop STEM learning opportunities in the region and in their districts. Fellows commit to participate in the program for 5 full years in exchange for an annual NSF funded salary supplement. The University of Arizona BMTF administers funds under National Science Foundation Award # 1950129.

**C. Term and Termination**

The term of this Agreement shall be for five years, from June 1, 2021 to May 31, 2026, except that either Party may, at any time, with or without cause, terminate this Agreement by providing the other Party with ninety (90) days advance written notice.

**D. District Obligations**

1. Fellows are expected to take on a leadership role within the school in which the individual is employed,

while fulfilling the teaching service commitment above and in addition to regular classroom activities. In order to support the Fellows in their leadership role, the district may consider providing opportunities for Fellows to serve as teacher mentors, to participate in curriculum development at the school or district level, to assist in the planning and implementation of professional development experiences, and to participate in preservice teacher education.

1. University will provide supplemental compensation support for Fellows participating in this program by direct agreement with the Fellows. The DISTRICT will ensure that the Fellow is teaching in a high-need local school and agrees not to reduce the district-supplied salary of the Master Teaching Fellow as a result of the BMTF salary supplement being received while the Fellow is a contracted teacher in that DISTRICT and in good standing in the BMTF program. The District agrees to not reduce Fellows' employment compensation from the District as a result of such support, but the District is otherwise not restricted from enforcing its own employment policies and procedures which govern the District's employees.
2. University requests the occasional release (no more 3 times per academic year) of Fellows from normal teaching duties for purposes of trainings, conferences, or other program events. This release time should not be considered personal time off or vacation time for participating Fellows.
3. District administrators will be asked to participate in the project evaluation plan in support of research commitments to the National Science Foundation. University will conduct surveys and interviews with District administrators periodically and at regular intervals over the five years of the project in order to measure the impact of the program on the District and (more broadly) to collect data to assess STEM education needs in the region.
4. As a leadership initiative, we encourage individual school site administrators to engage with the Fellows and the BMTF program for the mutual benefit of the school, the Fellow and BMTF project leadership team. For the purposes of fidelity to the program objectives, the school district will designate an administrative liaison at each participating school for primary communications. These individuals will be invited to attend periodic programming for the purposes of collaboration, for understanding the BMTF leadership development work, and for personal/professional growth. The District will support the administrative liaisons' participation in this programming.

#### **E. University Obligations**

1. The BMTF program will provide the District and its participating school sites with regular communications about activities and events related to the Fellows' work.
2. The BMTF program will use data collected through the Fellows and the evaluation process to inform programming to serve the needs of the STEM teaching and learning community.
3. The BMTF will work with participating school sites to showcase successes of the Fellows and their work at the school site and in the district.

4. The BMTF will provide professional development opportunities for District teachers and administrators, in addition to the opportunities provided for selected BMTF Fellows, through Sin Fronteras.
5. The BMTF will designate the project's Primary Investigators to serve as liaisons to the participating school sites for purposes of this Agreement:

Etta Kralovec, PI

[kralovec@arizona.edu](mailto:kralovec@arizona.edu)

310-883-4299

Kevin Bonine, Co-PI

[kebonine@arizona.edu](mailto:kebonine@arizona.edu)

520-979-2438

Eric Meyer

[ericmeyer@arizona.edu](mailto:ericmeyer@arizona.edu)

520-366-7914

## F. General Provisions

2. Nothing in this Agreement shall be construed as establishing a partnership, joint venture or similar relationship between the University and District. Both Parties assume full responsibility for the actions of their personnel while performing services under the agreement, and shall be solely responsible for their supervision, daily direction, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.
3. To the extent permitted under Arizona law, the University (as "indemnitor") agrees to indemnify, defend, and hold harmless District (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 of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to District, are caused by the act, omission, negligence, misconduct, or other fault of University, its officers, officials, agents, employees, students or volunteers.
4. To the extent permitted under Arizona law, District (as "indemnitor") agrees to indemnify, defend, and hold harmless University (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 of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to University, are caused by the act, omission, negligence, misconduct, or other fault of District, its officers, officials, agents, employees, or volunteers.
5. The University maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. District shall maintain adequate insurance, as determined by the University (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of District's employees and agents.

6. 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.
7. This Agreement is subject to the provisions of A.R.S. § 38-511 regarding Conflict of Interest.
8. The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.
9. The Parties recognize that the performance of both Parties may be dependent upon the appropriation of funds by each Party's governing, legislative authority. Should the Legislature in the case of the University or the Governing Board in the case of District 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.

10. Notices:

To University:  
Director—Contracting, SPCS  
University of Arizona  
888 N. Euclid Ave, Rm 515  
Tucson, AZ 85719

To District:  
Anne Dudley, Principal  
La Cima Middle School  
5600 Canada Dr., Tucson 85705

With a copy to:  
Todd Jaeger, J.D., Superintendent  
Amphitheater Public Schools  
701 W. Wetmore Rd.  
Tucson, AZ 85705

11. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue valid and enforceable to the full extent permitted by law.
12. No waiver of any provision of this Agreement shall affect the right of any Party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. This Agreement shall be governed by the laws of Arizona, and may be subject to mandatory nonbinding arbitration in accordance with applicable rules.
14. The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by University for the Program shall

be retained by University, and equipment furnished or purchased by District for the program shall be retained by District.

- 15. 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 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.
- 16. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous representations, either oral or written are hereby superseded. This Agreement may not be modified, amended, altered or extended except through a written amendment signed by each Party.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement by properly authorized persons.

University

District

\_\_\_\_\_  
 Signed: \_\_\_\_\_ Date  
 Name:  
 Title:

\_\_\_\_\_  
 Signed: \_\_\_\_\_ Date  
 Name:  
 Title:

***Attorney Approval:***

Pursuant to A.R.S. § 11-952(D) the attorneys for the Parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.

By: \_\_\_\_\_  
 University Associate General      Date

By: \_\_\_\_\_  
 District Legal Counsel      Date