



INTERGOVERNMENTAL AGREEMENT BETWEEN
[AMPHITHEATER SCHOOL DISTRICT]
AND PIMA COUNTY COMMUNITY COLLEGE DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN [AMPHITHEATER SCHOOL DISTRICT] AND PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“AGREEMENT”) is made by and between [AMPHITHEATER SCHOOL DISTRICT], a political subdivision of the State of Arizona (hereinafter called “SCHOOL DISTRICT”), and PIMA COUNTY COMMUNITY COLLEGE DISTRICT, a community college district of the State of Arizona (hereinafter called the “COLLEGE”):

WITNESSETH:]

WHEREAS, the COLLEGE, through its Governing Board, is empowered and authorized to contract, employ faculty and staff, and provide educational courses and /or programs pursuant to ARS 15-1444, and

WHEREAS, it would further the public interest if this educational opportunity is provided to SCHOOL DISTRICT to enroll designated applicants for college courses, and

WHEREAS, SCHOOL DISTRICT and the COLLEGE desire to enter into a cooperative Agreement for the implementation and administration of an educational program;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, SCHOOL DISTRICT and the COLLEGE do hereby agree as follows:

ARTICLE I. PURPOSE:

The purpose of this Agreement is to set out the understanding of the parties as to their mutual responsibilities and rights regarding an educational program to be established by the COLLEGE.

ARTICLE II. OBLIGATIONS OF THE COLLEGE

- A. To provide curriculum and instruction, with the advice and input of the SCHOOL DISTRICT, to selected applicants identified by SCHOOL DISTRICT. All curriculum and instruction is under the control of the COLLEGE. The COLLEGE retains the right to select, evaluate, and remove any instructor from the courses at the will of the COLLEGE. The proposed services which include offering specific credit courses and/or programs, adjunct faculty salary to instruct, and other relevant information are included in attached Addenda. Any additional Addenda negotiated and mutually agreed upon by both parties for new programs and services will be incorporated into this Agreement.
- B. To provide administrative support for all educational activities required to implement the terms of this Agreement, including but not limited to supervision, coordination and direction to all

appropriate instructional faculty, instructional aides and student development staff (reference Addendum #1).

ARTICLE III. OBLIGATIONS OF THE SCHOOL DISTRICT

THE SCHOOL DISTRICT AGREES:

- A. To accommodate frequent site visits by designees of the COLLEGE.
- B. To comply with the standards of the adopted COLLEGE curriculum for general education (courses/programs).
- C. To utilize the grading system approved for use by the general education program at the COLLEGE, and to provide final grades according to the COLLEGE timeline.
- D. To provide student course records in accordance with the COLLEGE guidelines.
- E. All persons performing or receiving services under this agreement are subject to COLLEGE policies, standards, and procedures, including, but not limited to, those defined in the COLLEGE “Adjunct Faculty Guidebook” and “Student Rights and Responsibilities.”
- F. To recommend adjunct faculty to teach the credit courses who are certified in the appropriate subject area by the COLLEGE as needed; to participate in the faculty evaluation processes adopted by the COLLEGE. (see Addendum #1)
- G. To provide instructional classroom facilities required for the approved coursework.

ARTICLE IV. STANDARD PROVISIONS

- A. Each party shall retain complete control and jurisdiction over such courses and programs of its own that are outside of this Agreement, and nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture of the parties hereto.
- B. Applicants enrolled under this Agreement shall be responsible for the payment of all required tuition and fees in amounts set forth by the COLLEGE. Provisions for tuition payments may be made by SCHOOL DISTRICT as a part of this Agreement. Payment arrangements specific to a program are detailed in the relevant Addenda.
- C. Refunds of tuition and fees shall be in accordance with the refund policy approved by the COLLEGE for the fiscal year in which this Agreement is in effect.
- D. The parties to this Agreement agree that they will not discriminate against any employee or applicant due to race, color, religion, sex, or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations; including the Americans with Disabilities Act.
- E. This Agreement constitutes an Intergovernmental Agreement; The COLLEGE is authorized to enter into this Intergovernmental Agreement pursuant to provisions of A.R.S. 11-951 et. Seq. and A.R.S. 15-1444; the SCHOOL DISTRICT is authorized to enter into this Intergovernmental Agreement pursuant to provisions of A.R.S. 11-952 and A.R.S. 15-342.
- F. In accordance with A.R.S. § 35-391 and 35-393, each of the parties to this Agreement hereby certifies that it (1) is not in violation of the Export Administration Act and (2) does not have scrutinized business operations in Sudan or Iran.
- G. By entering into this Agreement, SCHOOL DISTRICT warrants compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The COLLEGE may request verification of compliance with this requirement from the SCHOOL DISTRICT or any subcontractor performing work under this Agreement. If requested, the SCHOOL DISTRICT shall allow

COLLEGE to review SCHOOL DISTRICT'S business records to the extent necessary for the COLLEGE to confirm compliance with the provision of this paragraph. In addition, the SCHOOL DISTRICT shall require subcontractors who work on this Agreement to provide the COLLEGE with access to subcontractor's business records to the extent necessary to confirm compliance with the provisions of this paragraph. Violation of the terms of this paragraph shall be deemed a material breach of the Agreement and shall allow the COLLEGE to terminate this Agreement and/or pursue other available legal remedies.

ARTICLE V. TERM

- A. The term of this Agreement shall commence the [1st day of December, 2010] and shall expire on the [30th day of June, 2015.] Either party may at any time cancel this Agreement, with or without cause, by giving not less than thirty (30) days advance written notice to the other party which shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, this Agreement, except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of this Agreement, shall become null and void and termination shall become effective at the end of the then-current semester during which notice of termination was given.
- B. The continuation of this Agreement is subject to the appropriation and receipt of sufficient funds by the COLLEGE to administer and support the program. In the event sufficient funds are not available or appropriated at any time, the COLLEGE may cancel the Agreement by delivering written notice to the SCHOOL DISTRICT according to the termination provisions of Section A of this Article V.
- C. Upon termination of this Agreement, equipment furnished or purchased by the COLLEGE for the program shall be retained by the COLLEGE, and equipment furnished or purchased by SCHOOL DISTRICT shall be retained by SCHOOL DISTRICT.

ARTICLE VI. DISPUTES

- A. The agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to non-binding arbitration, to be held in Pima County, Arizona in accordance with the Uniform Arbitration Act, A.R.S. 12-1501 et. seq. The arbitrator shall be selected by mutual agreement of the parties; if none, then by striking from a list provided by an organization such as American Arbitration Association. In the event either party institutes arbitration under this Agreement, the party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration. The non-prevailing party shall be responsible for all costs of the arbitration, including but not limited to, the arbitration fees, court reporter fees, etc.
- B. SCHOOL DISTRICT agrees to indemnify and hold harmless the COLLEGE from all injuries to persons or property caused by acts or omissions of SCHOOL DISTRICT arising out of the SCHOOL DISTRICT's activities under this agreement. The COLLEGE agrees to indemnify and hold harmless SCHOOL DISTRICT from all injuries to persons or property caused by acts or omissions of the COLLEGE arising out of the COLLEGE's activities under this agreement. In the event of concurrent liability, the parties shall have the right of contribution from each other. This indemnification provision shall survive termination of the Agreement and remain in effect.

INTERGOVERNMENTAL AGREEMENTS: —

REVIEWED AND APPROVED AS TO FORM

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.

COLLEGE Legal Counsel Date

[SCHOOL DISTRICT] Legal Counsel Date

PIMA COUNTY COMMUNITY COLLEGE DISTRICT
AND
[AMPHITHEATER SCHOOL DISTRICT]

Addendum No. 1: Teacher Preparation Program

PURPOSE

SCHOOL DISTRICT would like to provide teacher interns the opportunity to earn COLLEGE credit aimed at fulfilling the new Arizona Department of Education (ADE) requirements for Local Educational Agencies (LEAs) to hire Teacher Preparation Program intern-certified teachers in classrooms. Course offerings include a variety of credit courses as agreed upon by the SCHOOL DISTRICT and the COLLEGE. Under terms of the Agreement, SCHOOL DISTRICT is responsible to ensure that all applicants enrolled under this Agreement in COLLEGE courses meet course prerequisite requirements for inclusion as COLLEGE enrollments. COLLEGE is responsible to ensure that all applicants enrolled in COLLEGE courses meet State and Federal domicile requirements.

SCOPE OF WORK

A. TERM: The term of this addendum shall commence on the [1st day of December, 2010] and shall expire on the [30th day of June, 2015]

B. The COLLEGE will provide the following student support services to the SCHOOL DISTRICT applicants: academic advising, registration, admission, financial aid, assessment and testing and administrative support.

C. The COLLEGE agrees to

- select instructors for the classes and provide adjunct certification, making them PCC employees
- provide orientation for teacher-intern students
- enroll teacher-intern students in the program
- provide adjunct faculty support
- advise teacher-intern students and inform them about “intern certification” filing requirements
- if student loses intern certification eligibility, report this change of status to ADE and SCHOOL DISTRICT
- participate in marketing and recruitment efforts
- provide writing and math assessments
- provide a Post-Baccalaureate Teacher Preparation Program orientation
- COLLEGE maintains the performance-based standards process required by Arizona for an approved teacher education program. Individuals who complete the program and obtain the Arizona teaching credential, may seek reciprocity in another state

Per ADE guidelines the COLLEGE also agrees to submit the following to ADE:

Year I:

- submit a letter indicating that the candidate enrolled in a State-Board approved early childhood, elementary, secondary, or special education (list the disability area) teacher preparation program
- verify the candidate has a passing score on the appropriate content portion(s) of the AEPA for the subject(s) s/he is assigned to teach

Year II:

- submit a letter indicating that the candidate is making satisfactory progress in the State-Board approved teacher preparation program (Official transcripts must accompany the letter)
- issue the candidate an institutional recommendation upon completion of the State-Board approved teacher preparation program

D. The SCHOOL DISTRICT agrees to:

- participate in marketing and recruiting efforts
- interview potential candidates and refer them to COLLEGE
- provide facility space for classroom activities if necessary (most of program is online)
- apply for each participants' internship certificate which includes submitting an "intent to hire" letter and COLLEGE acceptance letter
- provide mentor teachers and a mentoring program
- follow all guidelines as indicated in ARS §15-536 pertaining to the terms of employment
- keep the teacher-intern student at the same school location and within the same certification area for the duration of the program; consideration will be given on a case-by-case basis
- maintain the original Teaching Intern Certificate issued to the teacher-intern student candidate
- if the candidate leaves the program, return the original Teaching Intern Certificate to the Arizona Department of Education
- Report any loss of intern certification status to ADE and COLLEGE

Per ADE guidelines the SCHOOL DISTRICT also agrees to the following:

Year I:

- enter into a written agreement with the COLLEGE
- issue a "letter of "intent to hire" to the candidate indicating the grade-level and content area.
- verify the candidate has a passing score on the appropriate content portion(s) of the AEPA for the subject(s) s/he is assigned to teach
- identify a mentor for the candidate
- identify a building-level administrator to supervise the candidate
- maintain the original Teaching Intern Certificate issued to the candidate, the COLLEGE and the school district
- return the teaching certificate to ADE within 30 days if the candidate leaves the program

Year II:

- issue a contract to the candidate indicating the grade-level and content area
- identify a mentor for the candidate
- identify a building-level administrator to supervise the candidate
- maintain the original Teaching Intern Certificate issued to the candidate, the COLLEGE and the school district
- return the teaching certificate to ADE within 30 days if the candidate leaves the program

FINANCIAL CONSIDERATIONS

A. Tuition Costs:

Per credit hour tuition and fees will be at the current COLLEGE level. Specific course fees will be assessed by COLLEGE depending upon the class.

CONTACT INFORMATION

COLLEGE

Contact: Lindsay Ireland

Contact Phone: 520.206.6334

All payment will be sent to:

Bursar's Office

Pima Community College

4905 E. Broadway Blvd.

Tucson, AZ 85709-1225

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[AMPHITHEATER SCHOOL DISTRICT

Contact: Vicki Balentine

Contact Phone: 520. 696.5206

All invoices will be mailed to:

Amphitheater School District

701 W. Wetmore

Tucson, AZ 85705