

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA
AND
AMPHITEATER UNIFIED SCHOOL DISTRICT**

This Intergovernmental Agreement ("Agreement") is entered into by and between The Arizona Board of Regents on behalf of the University of Arizona, hereinafter "UA" or "University", and the Amphitheater Unified School District, hereinafter "DISTRICT" on behalf of all of its district sites. University and DISTRICT may be referred to individually as Party ("Party") and collectively as Parties ("Parties") in this Agreement.

AUTHORITY

UA 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). DISTRICT shall adopt and pursue a curriculum prescribed by UA that meets or exceeds the standards adopted by the Arizona State Board of Education for the courses identified below.

PURPOSE

DISTRICT desires to provide to high school students college-level courses that may be counted toward both high school and college credit. UA agrees that it is in the best interests of the UA and the students of DISTRICT to offer college-level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

The purpose of the aforementioned courses is to increase high school student interest in career fields and to increase the number of students matriculating to university/college/community college programs. The program is run as an "AP-Type" class where high school students pay the agreed upon University tuition and fees, successfully pass the class, and then receive University credit.

The following University programs are offered to DISTRICT:

ENGR 102
MCB 101
MCB 102

DURATION

This Agreement shall commence once fully executed and continue to June 30, 2030 ("Term") unless otherwise terminated by either Party in accordance with the termination provisions set forth in this Agreement.

FUNDING

There are no funding arrangements other than student-paid tuition and fees for the programs, as further described below.

SERVICES TO BE PROVIDED BY UA:

- Provide teachers with teaching materials for the course and training on delivery of the course (fees may apply to DISTRICT to cover the cost of lodging, meals, and training materials). The materials can be used at the discretion of the teacher in each DISTRICT school but the essential curriculum is required to be completed. Online materials will be posted to a UA project website. DISTRICT Teachers will have access to the project website to download materials and upload ideas that they have.
- Assist DISTRICT students with filling out UA admission applications as needed or requested by the course instructor.
- Run a project evaluation plan as determined by UA that is based on student and teacher evaluations. The evaluation plan for students will be vetted through the UA Institutional Review Board (IRB) processes to ensure compliance with Human Subjects guidelines. The DISTRICT instructor will not know which students participate in the evaluation and will not see individual student data.
- Bill DISTRICT students for the class tuition, appropriate University fees¹ and the University application fee. The application and tuition fees per course will be reduced significantly from the standard in-state tuition rate. DISTRICT student tuition will be paid through the UA Bursar and registration is through the University Community Campus. The tuition and fees setting will follow standard UA and Arizona Board of Regents processes. The UA and DISTRICT may agree to subsidize the process for some University programs. The payment deadline date will be made available to students through the course instructor and the UA website. Refunds will be subject to the current UA policy. If a student still needs to drop their course after the posted deadline, then such students/parents can petition the UA Community Campus Registration Manager and UA will work with students/parents on a case-by-case basis.

SERVICES TO BE PROVIDED BY DISTRICT

- DISTRICT will have a teacher that is acceptable to UA, at UA's sole discretion, not to be unreasonably withheld, to teach the class as determined by each course. The teacher will submit a resume to UA for review and evaluation of their qualifications and experience and complete any other necessary paperwork required to gain access to UA systems such as UAccess and D2L. Any projects/materials that the teacher uses or develops in the class will be shared with the UA.
- For ENGR 102 only, the assigned teacher will help recruit senior-level students into the class that are co-registered (at least) in a college algebra class. Any senior-level students who meet the college algebra co-requisite shall be allowed to enroll in the University ENGR 102 course. Students may also have completed the co-requisite courses in an earlier term. The district cannot require any other prerequisites.

¹ Some courses may charge additional fees for specific course materials or online content access to students.

- For MCB 101/102, the teacher in each school will help recruit students into the class that have completed the prerequisite of biology.
- The teacher will oversee all grading and student evaluations and will enter student course grades in University's UAccess prior to the deadline communicated for each term.
- The teacher will participate in a project evaluation:
 - Complete an end-of-course evaluation form
 - Participate in team conference calls as needed during the semester
 - Participate in a mid-year conference, as funding allows, as scheduled by UA
 - Participate in summer training, as funding allows, as scheduled by UA with registration, lodging and meals costs provided by DISTRICT.
- DISTRICT, upon request by UA, will provide contact information for students in the class, consistent with UA IRB Human Subjects guidelines, so that UA can evaluate the project for quality of the class activities, effectiveness at increasing student self-efficacy for university majors and careers, and provide evidence of the program's success to obtain grants and other funding to support program costs. This evaluation will be coordinated by the UA.
- DISTRICT students will pay for the class tuition, appropriate University fees and the University application fee by the UA stipulated due date in order to be "University enrolled" in the class. A student may decide not to University enroll in the class – yet take the high school version of the class. The student must be University enrolled in the class to receive University credit. The student must also pass the class with a grade of "D" or higher to receive credit. The grade in the class will count in the University GPA if the DISTRICT student becomes a degree-seeking student at UA.
- Dropping the Class:

Students that enroll in the class will have until the UA's designated drop date to drop the class and not have it appear on the UA transcript. Enrolled students that drop the class during the UA's withdrawal period ("W period") will receive a grade of "W" on their transcript. After the W period has expired, students may not drop the class. Students cannot receive grades of "I" (Incomplete) for the class.

STATE OBLIGATION

The performance of UA and DISTRICT may be dependent upon the appropriation of funds by each Party's governing, legislative authority. Should the State Legislature fail to appropriate the necessary funds or if either Party's applicable appropriations are reduced during the fiscal year, the Party that is subject to the reduced or elimination of funding may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. UA and DISTRICT must provide written notice of funding unavailability within thirty (30) days of becoming aware of such circumstances.

TERMINATION

This Agreement may be terminated by either Party upon providing at least thirty (30) days prior written notice to the other Party. In the event early termination creates an obligation to refund or release funds, such funds shall be released or refunded within thirty (30) days after termination.

NOTICE

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

University of Arizona:

Office of Research Contracts
845 N. Park Ave. Rm. 538
Tucson, AZ. 85721
contracting@arizona.edu

DISTRICT

Todd A. Jaeger
Superintendent
701 W. Wetmore Rd.
Tucson, AZ, 85705

RESPONSIBILITY

Each Party shall maintain responsibility for its own negligent and intentional acts under this Agreement.

ARBITRATION

The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with Arizona Revised Statutes ("A.R.S") §12-133.

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.

LEGAL WORKER REQUIREMENTS

To the extent applicable under A.R.S. § 41-4401, neither Party may award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by A.R.S. § 41-4401, this provision provides notice of those requirements.

CONFLICT OF INTEREST

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

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.

RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the Parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the Comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

CONFIDENTIALITY

All written student records shall be kept confidential in accordance with the Family Rights and Privacy Act (20 USC § 1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, and applicable state laws and district board policies controlling the disclosure of personally identifiable information from a student's education records. DISTRICT and UA may disclose educational records of students to each other as "officials of another school system" where the student is enrolled or to employees of the other party who are deemed to be "district officials" for the purposes implementing this Agreement.

DISPOSITION OF PROPERTY

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by UA shall be retained by UA, and equipment furnished or purchased by DISTRICT shall be retained by DISTRICT.

GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona. Any disputes arising under this Agreement shall be brought in a venue of competent jurisdiction in Arizona.

WORKERS' COMPENSATION

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the notice required.

NO PARTNERSHIP OR JOINT VENTURE

Each Party is an independent contractor and is independent of the other Party. Under no circumstances shall any employees of one Party be deemed the employees of the other Party for any purpose. This Agreement does not create a partnership, joint venture or agency relationship between the parties of any kind or nature.

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 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.

ENTIRE AGREEMENT

This Agreement embodies the entire understanding between the UA and DISTRICT pursuant to the subject matter of this Agreement, and any prior or contemporaneous representations, either oral or written are hereby superseded.

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

_____ Date: _____

University 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 _____, 2025. By: _____
Associate General Counsel

FOR AMPHITHEATER UNIFIED DISTRICT



Name: Todd A. Jaeger
Title: Superintendent

Date: 6-4-2025

DISTRICT 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 DISTRICT.

Dated this ____ day of _____, 2025.

By: _____

Name: Lisa Anne Smith

Title:

FOR AMPHITHEATER UNIFIED DISTRICT

Name: Todd A. Jaeger
Title: Superintendent

Date: _____

DISTRICT 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 DISTRICT.

Dated this 30th day of May, 2025. By: Clayton Kramer
Name: Clayton R. Kramer
Title: Counsel for the District