

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
AMPHITHEATER UNIFIED SCHOOL DISTRICT  
AND  
FLOWING WELLS UNIFIED SCHOOL DISTRICT**

The parties to the Intergovernmental Agreement are the Amphitheater Unified School District, hereinafter called "Amphitheater", and Flowing Wells Unified School District, called "District."

**AUTHORITY**

Amphitheater and the District are authorized to enter into this Agreement pursuant to Arizona Revised Statute § 15-131 et seq., and §11-951.

**DEFINITIONS**

"The District's Participating Teachers" means District teachers and teachers in partnering districts who will participate in training sessions designed to deepen teachers' mathematical understanding, promote hands-on, student-centered lessons, examine alternative ways to present particular topics, including the use of technology, develop effective pedagogical practices and model effective teaching.

**PURPOSE**

Amphitheater and the District desire to collaborate to fulfill the requirements of a Title II subgrant, Math Science Partnership project.

**SERVICES TO BE PROVIDED BY AMPHITHEATER**

Agents of Amphitheater shall enroll certified mathematics teachers for the MSP grant criteria and documented in the Flowing Wells MSP Consortium Project CoMPASS grant application, approved by Arizona Department of Education on March 24, 2015. This includes participation in the 80-hour summer professional development experience and for the 24-hour school year professional development experience, as well as administration and scoring of the MMTsm pre- and post-assessments.

**SERVICES TO BE PROVIDED BY FLOWING WELLS**

Agents of Flowing Wells will provide the training, supplies, materials and space for the 80-hour summer professional development experience and training, supplies and materials for the 24-hour school year professional development experience, as well as all documented activities in the MSP Consortium Project CoMPASS Grant.

**DURATION AND TERMINATION**

This Agreement shall commence upon date of last signature and shall be in effect until June 30, 2016. This Agreement, upon mutual consent of the parties may be extended for a period of time not to exceed one (1) additional one (1) year period. Any modification or time extension of this Agreement shall be by formal written amendment and executed by the parties hereto. This Agreement may be terminated at any time by either party upon thirty (30) days written notice.

**OWNERSHIP OF PROPERTY**

Upon termination or expiration of the stated term of this Agreement, regardless of cause, any property, equipment or materials purchased by either party during the term of this Agreement for their respective programs shall remain the property of the party that purchased it.

**PAYMENT**

The District shall provide funding up to \$20,000 to Amphitheater for the services described herein. This includes all salaries, benefits, and indirect costs at the rate of 5.0%.

**NOTICES**

All notices regarding this Agreement shall be addressed to:

For Amphitheater:

Name  
Amphitheater Unified School District  
Address  
Tucson, AZ

For District:

Mrs. Stacy Trueblood, director of business services  
Flowing Wells Unified School District  
1556 W. Prince Rd.  
Tucson, AZ 85705

**NONDISCRIMINATION**

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Nondiscrimination.

**INDEMNITY**

Each party ("Indemnitor") agrees to indemnify, defend, and hold harmless the other party, its boards, commissions, officials, officers, employees, students, agents individually and collectively, from all fines, damages, claims, demands, suits, attorneys' fees or other actions of any kind arising in the performance of this Agreement as a result of the negligent acts or omissions of Indemnitor or its employees or agents.

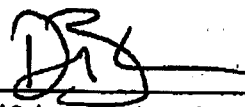
**CONFLICT OF INTEREST**

This Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.

**AMPHITHEATER UNIFIED SCHOOL DISTRICT**

**FLOWING WELLS UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Contract Officer

  
\_\_\_\_\_  
David Baker, Superintendent

Date: \_\_\_\_\_

Date: 6.29.2015

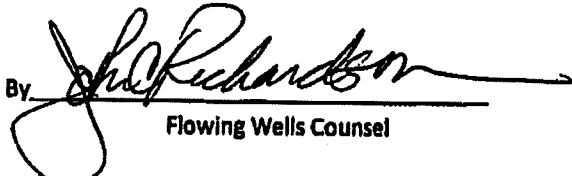
The undersigned has determined that the foregoing agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

By \_\_\_\_\_  
Amphitheater Counsel

I have determined the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Dated this 30<sup>th</sup> day of June, 2015.

By   
\_\_\_\_\_  
Flowing Wells Counsel