



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

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**DATE OF MEETING:** September 10, 2013

**TITLE:** Approval of Amendment to Affiliation Agreement between the District and the Arizona Board of Regents on Behalf of the University of Arizona Department of Speech, Language, and Hearing.

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**BACKGROUND:**

On September 4, 2012, the Governing Board approved an Affiliation Agreement with the University of Arizona Department of Speech, Language, and Hearing to participate with the District in providing coordinated clinical, education, research and public service programs for the education and training of University student externs, in the fields of speech, language and hearing. This cooperative relationship has been beneficial to both parties, in that it provides an opportunity for the University externs to gain meaningful, practical working experience and also provides the District with opportunities for recruitment of personnel into positions which can be difficult to fill.

The University externs receive fingerprint clearance prior to working with District students, and the administration of clinical services or patient care at District schools will be under the professional supervision of District staff.

The initial term of this Agreement was until July 31, 2013 with renewal and extension each year. The attached Amendment requests an extension until August 1, 2014.

A copy of the original Agreement is attached for the Board's convenience. Approval of the attached Agreement Amendment will permit the University of Arizona to continue providing speech, language and hearing services to District students, while at the same time providing education and training to their own students.

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**RECOMMENDATION:**

This Item is presented for the Board's approval, which the Administration recommends.

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**INITIATED BY:**

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Todd A. Jaeger, Associate to the Superintendent

Date: August 30, 2013

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Patrick Nelson, Superintendent

**AMENDMENT TO EXTERNSHIP AFFILIATION AGREEMENT BETWEEN  
THE ARIZONA BOARD OF REGENTS AND  
AMPHITHEATER UNIFIED SCHOOL DISTRICT**

This Amendment to the Externship Affiliation Agreement between the **ARIZONA BOARD OF REGENTS** ("Board") on behalf of **THE UNIVERSITY OF ARIZONA** ("University"), and the **AMPHITHEATER UNIFIED SCHOOL DISTRICT** ("AUSD"), is executed this \_\_\_\_ day of \_\_\_\_\_, 2013.

WHEREAS, University and AUSD previously entered into that certain Externship Affiliation Agreement (the "Original Agreement") dated August 1, 2012, for a term of one calendar year subject to annual renewal;

AND WHEREAS the Original Agreement has been beneficial to both the University and AUSD;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Original Agreement as follows:

1. The Original Agreement is extended for an additional calendar year, commencing on August 1, 2013, and ending on August 1, 2014;
2. All other provisions of the Original Agreement not expressly amended herein shall remain in full force and effect.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013.

**ARIZONA BOARD OF REGENTS**  
For and on behalf of the  
University of Arizona

**AMPHITHEATER UNIFIED  
SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## AFFILIATION AGREEMENT

### General Provisions

This Agreement is made by and between the ARIZONA BOARD OF REGENTS on behalf of The University of Arizona, Department of Speech, Language, and Hearing Sciences \_\_\_\_\_ Tucson, Arizona, hereinafter called "University", pursuant to Arizona Revised Statute § 15-1625, and, Amphitheater Unified School District.

WHEREAS, University wishes to participate with Affiliate in providing coordinated clinical, educational, research and public service programs for the education and training of \_\_\_\_\_ extern \_\_\_\_\_ from University, hereinafter called program participants; and

WHEREAS, Affiliate wishes to cooperate in the development of settings for coordinated clinical, educational, research and public service programs of interest to University.

Now, therefore, unless an exception is specified in the attached Special Provisions, it is agreed that:

1. Each party will retain complete control over its own programs.
2. The term of this Agreement shall begin August 1, 2012 and thereafter may be automatically renewed each year except that either party may at anytime cancel this Agreement or any renewal thereof by providing the other party with four (4) months prior advance notice in writing.
3. To carry out the program covered by this Agreement, the responsibility for selecting and designating competent personnel to serve as faculty and staff will be

assumed by each party, including the designation of program coordinators. The immediate supervision of all program participants assigned to Affiliate is the sole responsibility of Affiliate. The administration of clinical services or patient care at the facilities of Affiliate shall be the sole responsibility of and under the complete direction and professional supervision of Affiliate.

4. University shall furnish Affiliate, upon written request, certification of insurance coverage reasonably satisfactory for protection of assigned program participants as established in accord with Arizona Revised Statutes § 41-621 as amended from time to time, or other similar statutes. It is also understood by Affiliate that said insurance coverage does not permit the designation of Affiliate as an additional insured and that said coverage is excess over valid and collectible insurance.

5. Services performed by program participants covered by this Agreement will be within the established and written requirements of the degree or training being pursued and as required of every candidate for that degree or certification, if applicable.

6. The right is reserved to each party to ask to have included in the program covered by this Agreement any additional features which it may deem necessary, provided such are consistent with the policies of both parties. Both parties hereby agree to give reasonable consideration to all such requests.

7. Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if Arizona law or Arizona statute provides for either a right to indemnity or a right to contribution to any party to this Agreement, then the right to pursue one or both of these remedies is preserved.

8. Nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee, or servant of either party when such party, absent this Agreement and the performance thereof, would not in law have such status. Nothing in the execution of this Agreement or in its performance shall be construed to establish a partnership or joint venture by the parties hereto.

9. The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration.

10. The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S. § 12-3001 et seq. (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

11. The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if University's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Board of Regents may reduce the scope of this Contract if appropriate or cancel this Contract without further duty or obligation. The Board agrees

to notify the other party as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

12. The Arizona Board of Regents may, within three years after its execution, cancel this Contract without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Contract for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Contract while the Contract or any extension hereof is in effect.

13. The attached Special Provisions, which may set forth additional particular responsibilities of the parties, are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVAL:

Amphitheater Unified School District

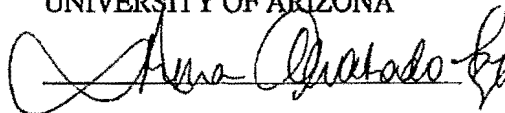
  
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Name: Patrick Nelson  
Title: Superintendent

Date: 9/5/12

APPROVAL:

ARIZONA BOARD OF REGENTS  
ON BEHALF OF THE  
UNIVERSITY OF ARIZONA

  
\_\_\_\_\_

Name: Irma Alvarado-Sipp  
Title: Contracts Administrator

Date: 2/26/13

**Amphitheater Public Schools  
Intergovernmental Agreement  
Determination of Legal Counsel**

**Agency Name(s):** University of Arizona  
(Department of Speech, Language, and Hearing Sciences)

**Effective Date:** August 1, 2012

**Termination Date:** July 31, 2013

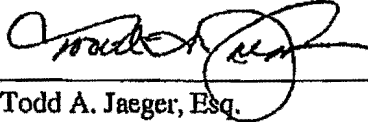
**Renewal:** Successive one-year terms upon express written consent  
of both parties

**Purpose:** To permit University to provide coordinated clinical,  
educational, research and public service programs for the  
education and training of student externs.

**Recording/Submission:** Agreement between parties

Pursuant to A.R.S. § 11-952(D), I have reviewed the above referenced Intergovernmental Agreement and have determined it to be in proper form and within the power and authority granted to Amphitheater Public Schools under the laws of Arizona.

DATED this 28th day of August, 2012.

  
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Todd A. Jaeger, Esq.  
General Counsel  
Associate to the Superintendent