



INTERGOVERNMENTAL AGREEMENT

BETWEEN Amphitheater Unified School District #10 (Amphitheater High School)

AND PIMA COUNTY COMMUNITY COLLEGE DISTRICT

FOR Pima Community College, Upward Bound PROGRAM

THIS AGREEMENT is made by and between Amphitheater Unified School District # 10 (Amphitheater High School) (hereinafter called "AGENCY") and PIMA COUNTY COMMUNITY COLLEGE DISTRICT (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 A.R.S. § 15-1444, and;

WHEREAS, the COLLEGE has been awarded a grant from the Office of Postsecondary Education, U.S. Department of Education, Upward Bound for the period June 1, 2012 to May 31, 2017, and will conduct a program of activities authorized under Section 417, the Higher Education Act of 1965, as amended, special programs for students from disadvantaged backgrounds in selected high schools within the boundaries of the AGENCY, and;

WHEREAS, it would further the public interest if this educational opportunity is provided to AGENCY to enroll designated students for college level courses, and;

WHEREAS, the AGENCY and the COLLEGE as provided under provisions of A.R.S § 11-951 through ARS § 11-954, wish to exercise their powers jointly and collaboratively to implement the goals, objectives and activities of the Pima Community College, Upward Bound Program in accordance with the terms and conditions set forth in the grant from the U.S. Department of Education, and;

WHEREAS, the AGENCY 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, AGENCY and the COLLEGE do hereby agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to ensure AGENCY and COLLEGE work in partnership toward meeting the Pima Community College, Upward Bound program criteria and objectives as supported in this agreement. AGENCY will agree to support and work with the COLLEGE in a partnership to ensure success of the Pima Community College, Upward Bound Program. The Pima Community College, Upward Bound program will provide training, mentoring and enrichment activities introducing 19 students to higher education who are academically and economically at risk.

ARTICLE II. OBLIGATIONS OF THE COLLEGE

THE COLLEGE AGREES:

- A. To provide curriculum and instructional design, with the advice and input of AGENCY for training of selected individuals identified by AGENCY. All curriculum and instruction is under the control of the COLLEGE. The proposed services include counseling, advisement, tutoring, summer programs, student workshops, parent workshops, dual enrollment, and field trips, including but not limited to college campuses.
- 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 staff, faculty and instructional aides.
- C. That there will be no exchange of funds incidental to this Agreement between the AGENCY and the COLLEGE. The COLLEGE will bear the sole responsibility for expending and managing project funds to achieve the goals and objectives of the Pima Community College, Upward Bound Program. The COLLEGE In-kind support includes personnel and space.
- D. To work with AGENCY personnel to select/process 19 applicants for the Pima Community College, Upward Bound Program.
- E. To work in coordination with AGENCY staff to monitor student progress, recommend interventions for them when appropriate, and adjust services based on needs of participants and high school personnel input.
- F. That COLLEGE faculty and student leaders to mentor Pima Community College, Upward Bound students through the program period.
- G. Curriculum in the form of coursework offered at the COLLEGE Downtown Campus (courses will include: writing, mathematics, reading, history, student development, computer science applications, and science courses).
- H. To provide parental support in the form of education and support services; which will assist the parent in demonstrating support and encouragement to their child during their child's high school and college years.
- I. That COLLEGE staff will work with AGENCY to provide tutoring programs during the school year. Tutors will be funded through the grant.
- J. To offer student success workshops weekly at the COLLEGE Downtown Campus during the 22 weeks of the school year and six weeks during the summer program. Workshops will offer

career exploration, supplemental instruction that complements high school curricula, application of skills and knowledge acquired in dual enrollment courses, guest authorities from the community, the development of critical thinking skills to help foster curiosity and promote life-long learning, and reinforcement/demonstration regarding benefits of an earned college degree. Transportation will be coordinated with the AGENCY.
- K. Cultural and enrichment events/fieldtrips originating from the COLLEGE Downtown Campus to specific Tucson, Arizona, and out-of-state sites that engage the student in enriching their learning, increasing their awareness of diversity, provide new experiences and views of the world and instilling a desire to learn more about our global society.
- L. To work with the community and local businesses in receiving donated goods/services including food and internship opportunities.
- M. Stipends have a two-fold purpose for program participants: an incentive to participate fully in the program and to achieve the program goals and an opportunity to earn extra spending money through academic

achievement and personal growth. The amount of the stipend is in ratio to the level of participation within the limits of the program. Stipends per student are as follows: academic year (average = \$20 x 9 months) and summer component (\$40 /month).

ARTICLE III. OBLIGATIONS OF THE AGENCY

THE AGENCY AGREES:

- A. To provide dedicated office space for Pima Community College, Upward Bound Program Team conference rooms, use of library for presentations, counselor time for assisting in the recruitment and enrollment of participants, teacher assistance in tracking student progress and program review/adjustments.
- B. The facility availability for recruiting, parent meetings, staff meetings.
- C. To provide counselor time for meetings with COLLEGE Upward Bound staff.
- D. Provision of desk, chair, phone for meetings at school site.
- E. Provisions of copies of course descriptions, student information.
- F. Administrator, teacher and counselor attendance at recognitions ceremonies, and teacher participants as mentors.
- G. To work with COLLEGE to screen and select 19 students from AGENCY to be participants in the Pima Community College, Upward Bound Program.
- H. To support and work with COLLEGE in a partnership to ensure success of Pima Community College, Upward Bound Program objectives.
- I. To provide access to student records and other information as needed.

ARTICLE IV. STANDARD PROVISIONS

- A. Each party shall retain complete control and jurisdiction over such 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. 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.
- C. If AGENCY is an agency which requires an Intergovernmental Agreement, this Agreement will constitute such an Agreement; accordingly, it will require that recording be effected with the Pima County Recorder or Secretary of State, as applicable. 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 AGENCY is authorized to enter into this Intergovernmental Agreement pursuant to provisions of A.R.S. § 15-342 (13).
- D. The term of this Agreement shall commence on the First day of June 2012 and shall expire on the 31st day of May 2017. Thereafter the Agreement may be extended for additional periods by written approval of both parties, and subject to the provisions of Section E., below. Either party may at any time cancel this Agreement or renewal thereof, with or without cause, by giving 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.
- E. The continuation and renewal of this Agreement shall be subject to approval by the COLLEGE Governing Board and 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 AGENCY according to the termination provisions of Section D., above.

- F. 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 AGENCY shall be retained by AGENCY.
- G. 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 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 the 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. The decision of the arbitrator shall be final and binding upon the parties.
- H. AGENCY agrees to indemnify and hold harmless the COLLEGE from all injuries to persons or property caused by acts or omissions of AGENCY arising out of AGENCY's activities under this Agreement. The COLLEGE agrees to indemnify and hold harmless AGENCY 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.
- I. Students, instructors, and COLLEGE staff participating in this program shall not be considered as employees of AGENCY, and agents or employees of AGENCY shall not be considered employees of the COLLEGE. Accordingly, employees of one party shall not be entitled to employee benefits normally provided to bona fide employees of the other party. Nothing in this Agreement or its performance except as provided in A.R.S. § 23-1022.D shall be construed to result in any person being the officer, agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.
- J. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:

The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
- K. "Pursuant to A.R.S. sections 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this paragraph, "scrutinized business operation" shall have the meanings set forth in A.R.S. sections 35-391 and 35-393, as applicable."

If any party determines that another party submitted a false certification that party may impose remedies as provided by law including termination of this Agreement."

This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, _____.

**PIMA COUNTY COMMUNITY
COLLEGE DISTRICT**

BUSINESS OR AGENCY

Dr. Suzanne Miles 06-22-12
Signature Date

Dr. Suzanne Miles
Printed or Typed Name of Signatory

Interim Chancellor
Title

Contact: Rachelle Howell, Assistant Vice
Chancellor of Grants, Planning, and
Institutional Research
Phone: (520) 206-4955

Amphitheater Unified School District # 10

Superintendent Signature Date

Printed or Typed Name of Signatory

Title

Business or Agency Mailing Address

Amphitheater Unified School District # 1
(Amphitheater High School)
125 W. Yavapai Rd, Tucson, Arizona 85705
Contact: Jon Lansa, Principal
Phone: (520) 696-5340

INTERGOVERNMENTAL AGREEMENTS:

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952.D, the attorney for each of the parties 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 party which such attorney represents.

Barbara Smith 6/1/12
COLLEGE Legal Counsel Date

AGENCY Legal Counsel Date