

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

Agency Name(s): University of Arizona
(School of International Languages, Literatures and
Cultures)

Effective Date: January 10, 2012

Termination Date: January 9, 2013

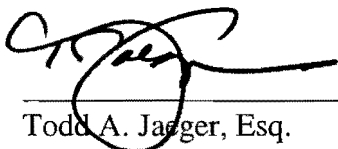
Renewal: Successive one-year terms upon express written consent
of both parties

Purpose: To permit University students to earn internship credits
through an unpaid internship through observing and
working with professional teachers

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.



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

INTERNSHIP AFFILIATION AGREEMENT
UNIVERSITY OF ARIZONA

This Agreement is entered into as of the _____ day of January 10, 2012 (the "Effective Date"), by and between the ARIZONA BOARD OF REGENTS, for and on behalf of the UNIVERSITY OF ARIZONA ("University"), and the Amphitheater Unified School District ("Amphitheater").

1. Term. The Term of this Agreement is for one calendar year commencing on the Effective Date. It may thereafter be renewed for successive one-year terms upon the express written consent of both parties, except that either Party may, at any time, with or without cause, cancel this Agreement by providing the other Party with ninety (90) days advance written notice.

2. Purpose and General Terms.

a) University wants to establish an educational program ("Program") to benefit students ("Participating Students") who are studying foreign languages and other disciplines and who are considering careers as educators, interpreters and/or translators, by allowing such students to observe professionals in these fields performing their jobs. Amphitheater wishes to assist University in establishing the Program by allowing Participating Students to observe its professional staff performing their duties in a real-world setting. The Program, including Participating Student time commitments and duties, is more fully described in the attached "Participating Student Position Description" which is made a part hereof by reference.

b) University and Amphitheater will agree on schedules and assignments for Participating Students performing duties in Amphitheater schools. Each Participating Student is expected to comply with all applicable Amphitheater policies, standards, and directives. Amphitheater may relieve a Participating Student from further Program participation if, in its sole discretion, it believes that such student has violated its policies, standards, and/or directives. In such case, Amphitheater will give University an opportunity to nominate another student to replace the student who was relieved.

- c) Neither University nor Amphitheater is obligated to provide transportation to any Participating Student to or from Amphitheater schools.
- d) Representatives of University and Amphitheater will participate in a meeting or telephone conference at least one time each semester to evaluate, among other things, Program objectives, changes or enhancements thereto, and the performance of Participating Students. Statements of Program performance objectives will be the joint responsibility of University and Amphitheater personnel.
- e) Participating Students' educational records are protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99. Accordingly, Amphitheater must obtain express written permission from any Participating Student before releasing any data pertaining to such student to anyone other than to University. The University will provide guidance to Amphitheater, as needed, with respect to complying with FERPA.
- f) There will be no compensation or financial exchange between the University, Amphitheater, or Participating Students; Participating Students, therefore, will not be compensated by Amphitheater or University for their participation in the Program.

3. Amphitheater's Obligations.

- a) Amphitheater shall retain ultimate control and authority over all on-site aspects of educational services relating to its students, including training of Participating Students. Amphitheater shall be responsible for providing full-time direct supervision of Participating Students while such students are on its premises and in contact with minors. The duties and assignments of Participating Students shall be subject to prior review and approval by Amphitheater's professional staff. Amphitheater shall be proactive in informing its staff and others concerning the training role of Participating Students in order to prevent any mistaken impression as to their status.
- b) Amphitheater shall designate a professional staff member at each of its institutions to which Participating Students are assigned or performing duties to serve as a Program liaison to University.

c) Upon University's request, Amphitheater will complete such records, including time, attendance, and performance evaluation records, pertaining to Participating Students, as may from time-to-time be provided to it by University. University will only ask Amphitheater to evaluate the on-site performance of Participating Students in the Program to assist University in assigning grades and providing feedback to such students. The content, format, and timing of submission for such records will be established by University in consultation with Amphitheater.

d) Amphitheater will provide orientation to Participating Students with regard to hours of participation, place of duties, conditions of its premises, standards of conduct, confidentiality, and facility safety procedures and operations. Amphitheater will provide Participating Students with at least the same safety training it provides to regular employees working under similar conditions. Amphitheater will alert each Participating Student and the University of any non-obvious but known dangers associated with its facilities, activities, and the surrounding locale of which it is aware.

e) Amphitheater will permit representatives of the University to perform on-site visitations in order to observe and evaluate the performance of Participating Students.

f) Amphitheater will not impair its existing contracts for service with any work performed by Participating Students.

g) Amphitheater is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of its employees and agents.

h) Should any Participating Student be deemed an employee of Amphitheater by any taxing authority, all payments due as an employer's contribution under state or local worker's compensation laws, under federal or state social security laws, or under other applicable laws, will be the responsibility of Amphitheater.

4. University's Obligations.

- a) University will establish, maintain, and communicate to Participating Students, the academic, curriculum and confidentiality standards and educational policies for the Program.
- b) University will screen eligible students and select as Participating Students only those individuals who meet the minimum qualifications set forth in the attached Intern Position Description. University will notify potential Participating Students that Amphitheater reserves the right to perform a criminal background check (which may include fingerprinting), or may require Participating Students, at their own expense, to have such background check performed. University shall only refer such students to Amphitheater as are willing to undergo such criminal background checking.
- c) University shall maintain in place comprehensive general liability insurance coverage in accordance with Arizona Revised Statutes §§ 41-621 et seq. (State of Arizona Self-Insured Program), or amendments thereto, or other pertinent statutes. Maintenance of such coverage shall not constitute acceptance of Amphitheater's tender of defense of allegations of negligence against Participating Students to the University.

5. Arizona State Agency Provisions.

- a) Nondiscrimination. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and immigration.
- b) Conflict of Interest. This Agreement is subject to Section 38-511, Arizona Revised Statutes.
- c) Arbitration. This Agreement is subject to arbitration to the extent allowed under A.R.S. §§ 12-133 and – 1518 and Rule 4.2 of the Local Rules of the Pima County Superior Court.
- d) Parties' Obligations. The parties recognize that their respective performances under this Agreement may be dependent upon the appropriation of funds by their respective governing bodies.

Should the necessary funds for either party to continue the Program be reduced during the fiscal year, such party may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. Such party agrees to notify the other party as soon as reasonably possible after the unavailability of said funds comes to its attention.

e) Amphitheater's Records. Amphitheater agrees to retain all records relating to the Agreement and to make those records available at all reasonable times for inspection and audit by the University or the Auditor General of the State of Arizona during the term of this Agreement and for a period of five (5) years after the completion of this Agreement.

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

6. Miscellaneous.

a) Nothing in this Agreement shall be interpreted as creating an employment relationship between Participating Students and the University or Amphitheater.

b) Neither party will assign this Agreement without the consent of the other party.

c) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement is governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

UNIVERSITY OF ARIZONA

AMPHITHEATER UNIFIED SCHOOL DISTRICT

By _____
Name: _____
Title: _____

By _____
Name _____
Title _____

**Partnership Description between Amphitheater High School (AMPH)
and the University of Arizona's School of International
Languages, Literatures and Cultures (SILLC)**

UA students may earn up to 3 units of Internship by completing an **unpaid** internship at AMPH during the fall or spring. Interns will acquire first-hand experience observing and working with professional teachers. They will also acquire pedagogical techniques in effectively teaching and using the assigned topics with High School students.

Students will intern at AMPH as Teacher Assistant for a total of 90 hours in a given semester. They will follow the requirements and responsibilities listed and agreed upon in the Affiliation Agreement and in the UA Internship Application Form. Hours will be set according to students' university class schedule and other obligations.

Grade:

- Interns are required to complete a total of 90 hours of work at AMPH during the semester
- Interns are required to write an internship report (20 pages of text, typed, double-spaced) turned in to the SILLC faculty member sponsoring the internship on the last day of their internship
- The grade will be based on internship report evaluated by faculty member and on internship's on site performance evaluated by on site supervisor, the AMPH teacher.

Required:

- Must be a SILLC major with a minimum of 3 units in the major already completed at the 400 level
- Must be a junior or senior with a minimum 3.2 cumulative GPA at the time of internship

Selection Process:

1. Interested and qualified UA students must email Prof. Durand (adurand@email.arizona.edu) to express their interest in applying by announced due date;
2. Prof. Durand double checks requirements and forward the names of qualified UA applicants to the assigned AMPH teacher for an interview;
3. The AMPH teacher selects interns during interviews and forwards their names to Prof. Durand;
4. Selected interns fill, obtain all required signatures, and turn in to Prof. Durand the official UA's Internship Application Form prior to the start of internship.

Partners' Locations:

Amphitheater High School
701 W. Wetmore
Tucson, Arizona 85705

SILLC

204 Learning Services Building
1512 E 1st Street PO Box 210105
The University of Arizona Tucson, AZ 85721-0105
Phone: 520-621-5452
<http://sillc.arizona.edu>