

INTERGOVERNMENTAL AGREEMENT
by and between
MARANA UNIFIED SCHOOL DISTRICT
and
FLOWING WELLS UNIFIED SCHOOL DISTRICT
for
Student Participation in High School JROTC Programs

This Intergovernmental Agreement (“Agreement”) is entered into as of the 1st day of July, 2025, by and between Marana Unified School District #6, a political subdivision of the State of Arizona (hereinafter known as “MUSD”) and Flowing Wells Unified School District, a political subdivision of the State of Arizona (hereinafter known as the “FWUSD”) (cumulatively the “Parties,” with each individually being a “Party”), for the purpose of allowing eligible high school students enrolled in MUSD to participate in the Junior Reserve Officers’ Training Corps (“JROTC”) program hosted at a FWUSD high school campus.

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952 and 15-342;

WHEREAS, MUSD wants to allow eligible MUSD students to participate in the JROTC program at FWUSD;

WHEREAS, FWUSD is willing to allow eligible MUSD students to participate in the JROTC program at FWUSD;

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. Purpose

a. The purpose of this Agreement is to establish a collaborative agreement between MUSD and FWUSD to allow eligible high school students enrolled in MUSD to participate in the JROTC program hosted at a FWUSD high school campus. This agreement outlines the terms under which students will participate in the program, the financial arrangement between the two districts, and other responsibilities related to this Agreement.

b. Under this Agreement, eligible MUSD students will be permitted to attend the JROTC program hosted within FWUSD. The participation of MUSD students in the JROTC program will be contingent upon student eligibility, space availability, and compliance with the Parties’ policies and procedures. Participating MUSD students will travel to and from the FWUSD high school campus according to the schedule agreed upon by the Parties.

2. Term

This Agreement shall commence and be effective from July 1, 2025 until June 30, 2026, with the possibility of renewal upon agreement of the Parties in writing, unless terminated by either Party

as provided for in this Agreement. Payment, performance, and obligations for any fiscal period are subject to the availability and appropriation of monies.

3. Termination

a. This Agreement may be terminated by either Party upon written notice to the other Party given no later than thirty (30) days before the end of the semester; provided, however, that termination shall not become effective until the end of the current semester in which notice is given. Upon termination of this Agreement, MUSD shall remain responsible for payment of any tuition expenses incurred prior to the termination date.

b. Unless otherwise agreed upon in writing by the Parties, all property purchased by MUSD under this Agreement shall remain the property of MUSD and shall be returned to MUSD when no longer in use or upon termination of this Agreement, whichever is sooner. Unless otherwise agreed upon in writing by the Parties, all property purchased by FWUSD under this Agreement shall remain the property of FWUSD and shall be returned to FWUSD when no longer in use or upon termination of this Agreement, whichever is sooner.

4. Mutual Responsibilities

a. The Parties shall each designate appropriate liaisons for implementation of this Agreement and agree to notify the other within fourteen (14) days of any change in their designated liaison.

b. Each Party's employees shall remain under the exclusive direction and control of their respective employer, and no employee of either Party shall be considered an employee or joint employee of the other Party.

c. The Parties agree to comply with all applicable Federal, State, and local laws, including those prohibiting discrimination.

d. Neither Party shall use the name of the other Party or its employees in any publicity or advertising material without prior written approval by a duly authorized representative of the other Party.

e. The Parties shall promptly inform one another regarding any changes in the number of students participating in the JROTC program.

5. FWUSD Responsibilities

a. FWUSD agrees to provide quality JROTC instruction and programming to participating MUSD students in accordance with U.S. Department of Defense JROTC standards.

b. FWUSD shall invoice MUSD for tuition payments at the beginning of each semester. The tuition cost for each participating student shall be 16.67% of the fiscal year's base-

support level (“BSL”) multiplied by the high school weight for each course in which the student is enrolled in the JROTC program.

c. FWUSD shall maintain accurate enrollment records of participating MUSD students and report attendance, discipline, and grades for participating MUSD students to MUSD on a monthly basis.

d. FWUSD shall ensure that all participating MUSD students are integrated into the JROTC program and have equitable access to all instructional components of the JROTC program.

6. MUSD Responsibilities

a. MUSD shall communicate with MUSD students and families regarding JROTC program opportunities, expectations, schedules, transportation, and other requirements.

b. MUSD shall pay FWUSD the tuition payments set forth in Section 5(b) within 60 days of receipt of the invoice from FWUSD.

7. Cancellation for Conflict of Interest

This Agreement is subject to the conflict of interest provisions of A.R.S. § 38-511, the terms of which statute are deemed to be incorporated herein by reference.

8. Non-Discrimination

The Parties shall comply with Executive Order 2009-09 and all other applicable State and Federal employment laws, rules, and regulations mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin, or disability.

9. Insurance

The Parties each represent and warrant to the other that it shall at all times maintain adequate insurance to cover any liability arising from the acts and omissions of its agents and employees arising out of the performance of this Agreement. Neither Party shall be responsible for maintaining insurance coverage for liability arising from the acts and omissions of the employees or agents of the other Party.

10. Employees

The employees of FWUSD who participate in the provision of services under this agreement shall not be considered as employees of MUSD, and employees of MUSD shall not be considered employees of FWUSD. 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.

11. Mutual Indemnification

Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “Indemnatee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees), hereinafter collectively referred to as “claims,” arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnatee, are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

12. Applicable Law

This Agreement shall be subject to and interpreted under the laws of the State of Arizona. In the event of any litigation that in any way relates to or arises out of the subject matter of this Agreement, the Parties hereby consent to the personal jurisdiction of the state court of Arizona, and further agree that the venue of any such litigation shall be exclusively limited to the state court located in Pima County, Arizona. The prevailing party in any litigation arising under this Agreement shall be entitled, in addition to all other relief, to reasonable attorneys’ fees and costs incurred in the litigation.

13. Mediation

Neither Party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The Parties shall equally share the expenses of the mediator; however, each Party shall bear its own costs for presentation before the mediator, including the costs incurred by the Party for representation by an attorney at the mediation, if such representation is desired.

14. Record Retention and Inspection

The Parties shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files, and other records relating to the performance of this Agreement for a period of five (5) years after the completion of the Agreement and make such documents open to inspection and audit at reasonable times.

15. Fingerprint Clearance

Each Party warrants and agrees that its employees, contractors, and subcontractors who may have unsupervised contact with students shall comply with the fingerprinting requirements of A.R.S. § 15-512 and that such fingerprint clearance will remain in effect throughout the term of this Agreement.

16. Employee Worker Eligibility

By entering into this Agreement, both Parties warrant compliance with A.R.S. §§ 41-4401 and 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations at all times when operating in the State of Arizona. Either Party may request verification of compliance from any contractor or subcontractor performing work under this Agreement.

17. Notice

Any notice or modification required or permitted hereunder shall be in writing and shall be deemed given if delivered in person or three days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To MUSD:

Dan Streeter
Marana Unified School District
11279 W. Grier Rd.
Marana, AZ 85653

To FWUSD:

Kevin Stoltzfus
Flowing Wells Unified School District
1556 W. Prince Rd.
Tucson, AZ 85705

18. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with regard to the participation of MUSD students in the JROTC program at FWUSD and supersedes any prior agreements or communications between the Parties regarding the participation of MUSD students in the JROTC program at FWUSD. Any changes or modifications to this Agreement shall be accomplished by written amendment executed by the duly authorized representatives of the Parties.

19. No Creation of Third-Party Rights

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization.

20. Severability

The Parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.

21. Authority to Execute Agreement

The persons executing this Agreement on behalf of the Parties hereby represent and guarantee that they have been authorized to do so on behalf of the entity they represent. Further representation

is made that due diligence has occurred, and that all necessary internal procedures and processes, including compliance with the open meeting law where necessary, have been satisfied in order to legal bind the entity to the terms of this Agreement.

22. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute the Agreement.

IN WITNESS HEREOF, the Parties sign this Agreement:

DATED this ___ day of _____, 2025 upon resolution of the Marana Unified School District Governing Board approving this Agreement and authorizing its Superintendent to sign below:

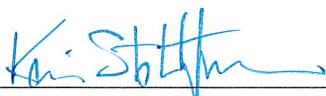
Marana Unified School District

By: _____
Dan Streeter

Its: Superintendent

DATED this 25th day of June, 2025 upon resolution of the Flowing Wells Unified School District approving this Agreement and authorizing its Superintendent to sign below:

Flowing Wells Unified School District

By: 
Kevin Stoltzfus

Its: Superintendent

Attorney Approval:

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys, who have determined that it is in proper form and is within the powers and authorities granted under the laws of the State of Arizona to their respective clients.

By: 
Counsel for Marana Unified School District

By: 
Counsel for Flowing Wells Unified School District