

INTERGOVERNMENTAL SERVICES AGREEMENT

This Agreement is made between the Arizona Board of Regents on behalf of The University of Arizona, hereinafter called the University, and Amphitheater Unified School District, hereinafter called AUSD. Currently other participating school districts are:

- Tucson Unified School District
- Marana Unified School District
- Amphitheater Unified School District
- Flowing Wells School District
- Sunnyside School District
- Vail School District

It is the mutual desire of the University and AUSD to co-offer Bioscience/Biotechnology courses in high schools. The purpose of the program is to increase high school student interest in life science and to increase the number of students matriculating to university/college/community college STEM programs. The program provides advanced biology coursework and laboratory techniques, high school students pay the agreed upon tuition and fees, successfully pass the class, and then receive University credit.

The University agrees to do the following:

- For a nominal fee provide teachers with teaching materials for the course. If outside funding is available, these fees will be waived. These materials can be used at the discretion of the teacher in each AUSD school. Activities will be posted to a project web site, within the BIOTECH Project web site (bio5.biotech.org). AUSD Teachers will have access to the site to download materials and share ideas that they have.
- Run a project evaluation plan that is based on students enrolled for University credit in the class and teacher evaluations. The evaluation plan for students will be vetted through the UA IRB processes to ensure compliance with Human Subjects guidelines.
- Come into each class in the project one time per year with admissions/recruiting personnel and help the students fill out applications. This will be done in September/October. This application will count as their UA application for admission for the following fall semester. We will work out an appropriate date with the instructor.
- Bill AUSD students for the class tuition, appropriate University fees and the University application fee. Currently the total for all of these will be \$475, equaling to \$158.33 per credit unit. AUSD student tuition will be paid through the University Outreach College. The tuition and fees setting will follow standard University and ABOR process. The College of Science, College of Outreach and the University will subsidize the process to get the student cost to \$475. The payment deadline date will be 30 days from the day the student registers. The UA will email invoices to the parents the emails of the students (we will need email addresses). Refunds (as per standard UA policy) will be available up to 3 weeks from the 1st day of class. If a student still needs to drop after 3 weeks then students/parents can petition Janet Harkins, Outreach College Registration Manager who will work with them on a case by case basis.
- Provide computer access into the UA data system for the AUSD teacher can enter grades and use the University course management system.
- Provide all the rights and privileges of University students including access to library and computing resources and access to student activities and services (some of these may require additional fees).

AUSD agrees to do the following:

- Each school in AUSD will have a teacher that is CTE certified and acceptable to the University to teach the class. The teacher must run the class. Any projects/materials that the teacher uses or develops in the class can be shared with other teachers and schools in the project.
- The teacher in each school will help recruit students into the class that are co-registered (at least) in an appropriate lab science (chemistry or biology)
- The teacher will submit a resume and a complete a “faculty associates” form so that they can be entered into the UA systems for grading and course management.
- The teacher will be in charge of all grading and student evaluation
- The teacher will participate in the project evaluation:
 - Complete an end-of-course evaluation form
 - Participate in team conference calls as needed during the semester
 - Participate in an end-of-course conference (this can be co-coordinated with the JTED meeting)
 - Participate in summer training if funding is available
- AUSD will provide contact information for students registered for University credit in the class.
- The AUSD students will pay this bill by the due date in order to be “University enrolled” in the class. A student may decide not to University enroll in the class – yet take the high school version of the class. The student must be enrolled in the class to receive University credit for MCB 101 or MCB 102. The student must also pass the class with a grade of “D” or higher to receive credit. The grade in the class will count in the University GPA of the student if they become a degree-seeking student at the University.
- Dropping the class: the class covers two high school semesters, the UA will adjust the drop deadlines appropriately for the class for spring semester. Enrolled students that drop the class after the drop deadline will receive a grade of “W” on their transcript. Students cannot receive grades of “I” (Incomplete) for the class.

Both parties agree to comply with the requirements of the Family Education Rights and Privacy Act more commonly referred to as FERPA.

This Agreement shall commence upon filing with the Secretary of State and shall be in effect until June 30, 2013 unless terminated at an earlier date. This Agreement may be terminated at any time by either party upon thirty days written notice.

There are no funding arrangements other than student tuition and fees for this program.

All notices regarding this Agreement shall be addressed to:

For University:

Contractual:
Contract Officer
The University of Arizona
888 N. Euclid Room 515
Tucson, Arizona 85721

Technical:
Nadja Anderson, BIOTECH Project Director
1007 E Lowell St
University of Arizona
Tucson, Arizona 85721
nadja@email.arizona.edu

For AUSD:

Patti Greenleaf
Director of CTE
Amphitheater Public Schools
701 W. Wetmore
Tucson, Arizona 85705
pgreenleaf@amphi.com

The parties are required to comply with applicable state and federal rules governing equal employment opportunity, nondiscrimination, and immigration.

The parties agree that should a dispute arise between them, in any manner, concerning this Agreement, and said dispute involves the sum of Fifty Thousand Dollars (\$50,000) or less in money damages only, exclusive of interest, cost or attorneys' fees, the parties will submit the matter to Binding Arbitration pursuant to the Arizona Supreme Court Rules for Compulsory Arbitration except that the decision of the arbitrator(s) shall be final and binding upon the parties. The matter will be heard by an arbitrator selected by the parties.

The parties recognize that the performance by the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the Board of Regents may reduce the scope of this Agreement if appropriate or cancel this Agreement without further duty or obligation. The University agrees to notify the other party as soon as reasonably possible after the unavailability of said funds comes to its attention.

This Agreement is subject to the provisions of A.R.S. § 38-511 regarding Conflict of Interest. The State of Arizona may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of the other party or a consultant to the other party with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.

Pursuant to Arizona Revised Statutes §35-397, each party certifies that it does not have a scrutinized business operation in either Sudan or Iran.

ARIZONA BOARD OF REGENTS
ON BEHALF OF
THE UNIVERSITY OF ARIZONA

AMPHITHEATER UNIFIED SCHOOL DISTRICT

Lee Anne T Peters
Contract Officer

Patti Greenleaf
Director of CTE

Date: _____

Date: _____