

INTERGOVERNMENTAL SERVICES AGREEMENT

BETWEEN

ARIZONA BOARD OF REGENTS-UNIVERSITY OF ARIZONA

AND

TUCSON UNIFIED SCHOOL DISTRICT

This Intergovernmental Agreement, hereinafter called the “Agreement” is entered into pursuant to A.R.S. §11-952, by and between the Arizona Board of Regents, for and on behalf of The University of Arizona hereinafter called the “University” pursuant to A.R.S. §15-1625 and Tucson Unified School District No. 1 of Pima County hereinafter called “TUSD”, pursuant to A.R.S. §15-342(13). In consideration of the mutual agreements set forth herein, the University and TUSD will cooperate as described herein.

Purpose

The purpose of this Agreement is to allow the University and TUSD 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.

Duration and Effective Date

This Agreement is effective July 1, 2015 for a term of one year unless extended or terminated in accordance with the terms of this Agreement. This Agreement may be terminated at any time by either party upon thirty days written notice with each party bearing its own costs.

The parties recognize that the performance by the parties may be dependent upon the appropriation of funds by each party’s governing, legislative authority. Should the Legislature (in the case of the University) or the TUSD Governing Board, in the case of TUSD fail to appropriate the necessary funds or if the applicable appropriation is reduced during the fiscal year, the party that is subject to the reduced or eliminated funding may reduce the scope of this Agreement, if appropriate, or cancel this Agreement without further duty or obligation. Each party agrees to notify the other party as soon as reasonably possible after the unavailability of said funds comes to its attention.

The University agrees:

- To provide teachers with teaching materials for the course, including biotechnology activity kits, in classroom assistance conducting the activities, for a fee paid by TUSD per Bioscience course. These materials can be used at the discretion of the teacher in each TUSD school. Activities will be posted to a project web site, within the BIOTECH

Project web site (bio5.biotech.org). TUSD Teachers will have access to the site to download materials and share ideas that they have.

- Come into each class in the project to help the students fill out applications and register for the class. This will be done in September/October. This application will count as their UA application for admission for the spring semester. Each date will be coordinated with the instructor.
- Bill TUSD 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. TUSD 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. 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.
- Enter grades for all TUSD students as per UA data system.
- Provide all the rights and privileges to TUSD Bioscience Teachers of University Designated Campus Colleague including access to library and computing resources, as well as access to UA activities and services (some of these may require additional fees).
- 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).

TUSD agrees:

- Each school in TUSD 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 résumé and a complete a “Designated Campus Colleague Associates” form so that they can be entered into the UA and utilize access to the library.
- 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
- TUSD will provide contact information for students registered for University credit in the class.
 - The TUSD 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.

Funding:

The student will pay tuition and fees for this program, of \$475 for three units of UA credit. Bioscience course fees of \$2,250 per Bioscience section will be paid by TUSD. This fee will cover Biotechnology activities provided by the BIOTECH Project such as dye and DNA electrophoresis, bacterial transformation, amplification of a gene using PCR, Protein electrophoresis, antibiotic resistance in bacteria, Enzyme linked immunosorbant assay for antibody and protein detection, as well as activities designed by Bioscience teachers, such as DNA barcoding and GMO analysis. These activities will include all supplies, materials and equipment necessary. In addition, teachers can request materials to work on new activities, for example enzymes, such as Taq polymerase, and specific primers necessary for PCR, as well any sequencing required for the completion of the activity. The University will provide a life science graduate student to assist in Bioscience classrooms particularly for schools with new Bioscience courses, and for the development and implementation of new activities. When available, undergraduate students will guest lecture about their research and experiences as a science college student. The equipment available for loan are: horizontal and vertical electrophoresis equipment, power supply, water bath, incubator, adjustable pipette, serological pipette and pipette man, thermal cycler, hot block, microcentrifuge, vortexer, spectrophotometer 20, colorimeter, electronic balances, hand held UV lamp, shaker, UV transillumination and photodocumentation system, dissecting microscope, use of autoclave for sterilization of material, and biohazard waste sterilization and disposal. This accounts for 2/3rds of the equipment on the equipment list required for CTE Bioscience classes. This equipment is available for use in classes that have not yet acquired all of their biotechnology equipment.

Miscellaneous Terms:

1. The parties are required to comply with all laws. The parties will not discriminate against any employee or applicant due to race, color, religion, sex, or national origin, or immigration and in this regard they will comply with all applicable federal and state employment laws rules and regulations; including Equal Opportunity and the Americans with Disabilities Act.
2. Each party to this Agreement hereby certifies that it is not in violation of the Export Administration Act. Each party to the Agreement certifies compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.
3. The parties agree that should a dispute arise between them, in any manner, concerning this Agreement, and said dispute involves the sum of Sixty-Five Thousand Dollars (\$65,000) or less in money damages only, exclusive of interest, cost or attorneys' fees, the parties will submit the matter to Binding Arbitration pursuant A.R.S. § 12-1518 and A.R.S. § 12-133 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.
4. This Agreement is subject to the provisions of A.R.S. § 38-511. 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.
5. Both parties agree to comply with the requirements of the Family Education Rights and Privacy Act more commonly referred to as FERPA.
6. Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between TUSD and the University. It is understood and agreed that neither party is the agent of the other and that neither party is responsible for the negligence or other wrongful acts of the other party.
7. This Agreement may be revised or modified only by written amendment signed by both parties.

Notice:

Any written notice/communication provided for, required or permitted herein will be addressed to the following:

University

Contractual:

Lewis Barbieri, Director
Contract & Research Support Program
University of Arizona
888 N. Euclid Room 515
Tucson, Arizona 85721

Technical:

Nadja Anderson
BIOTECH Project Director
University of Arizona
1007 E. Lowell St.
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nadja@email.arizona.edu

TUSD

Contractual:

Charles McCollum
Director of CTE
Tucson Unified School District
Career and Technical Education
2025 E. Winsett
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Technical:

Andrew Lettes
Bioscience Teacher
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andrew.lettes@tusd1.org

Technical:

Margaret Wilch
Bioscience Teacher
Tucson Magnet High School
400 N 2nd Ave.
Tucson, AZ 85705
margaret.wilch@tusd1.org

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the dates indicated below.

**For the Arizona Board of Regents,
University of Arizona**

For Tucson Unified School District

Lewis Barbieri, Director
Contract & Research Support Program
Date: _____

Adelita S. Grijalva
President of the Governing Board
Date: _____

REVIEWED AND APPROVED AS TO FORM:

Pursuant to A.R.S. § 11-952(D) the attorneys for the parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.

UNIVERSITY Associate Date
General Counsel

TUSD Legal Counsel Date