



## **INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA**

**AND**

**TUCSON UNIFIED SCHOOL DISTRICT**

The parties to this Intergovernmental Agreement (“Agreement”) are The Arizona Board of Regents, University of Arizona, hereinafter “UA”, and the Tucson Unified School District, hereinafter “TUSD”.

### **AUTHORITY**

UA and TUSD are authorized to enter into this Agreement pursuant to the Provisions of A.R.S. §11-952, §15-342(13) and §15-1625(B)(2).

### **PURPOSE**

The purpose of this Agreement is establish dual credit course in which TUSD students get one year of high school credit for a Middle East Studies elective as well as one semester (3 units) of UA credit in MENA 277B. This opportunity will provide students with an early start to their college education, many of whom may not have previously considered college to be possible or accessible and demonstrate to the general public the quality of TUSD’s dual credit programs.

### **DURATION**

This Agreement shall commence once fully executed and continue to June 30, 2021. The agreement will automatically renew each year thereafter for up to five additional years unless terminated by either party. Renewals may extend this agreement through June 30, 2026.

### **SCOPE OF WORK**

High achieving students taking the year-long Middle East Studies course at TUSD’s Cholla High Magnet School will be able to enroll as a non-degree-seeking student at the UA for the Spring semester. They will then sign up for a special section of MENA 277B, History of the Modern Middle East, which fulfills a general education Tier II requirement for university students in all majors/fields of study. The professor of record, Dr. Lisa Adeli, has a doctorate in history and is a UA employee (Director of Educational Outreach at the Center for Middle Eastern Studies). She is also a certified high school teacher, who has been teaching the course at Cholla for several years. Therefore, she can oversee the students’ work and award them credit without the students having to leave the Cholla High campus. For the 2015-2016 academic year, eight students are interested in participating; in future academic years, the Parties could develop an entire dual credit class or continue to offer the opportunity as an option within a general class.

Participating students will be required to undertake more academically challenging projects and will have the opportunity to develop college-readiness skills. When they prepare to graduate from high school, they will have a University of Arizona transcript to submit with their applications for college admission and scholarships. If they choose to attend the UA, the 3-credit MENA 277B class will automatically count toward the Tier II General Education requirement. If they attend another university, it will most likely fulfill a similar requirement in humanities or non-Western cultures.

## **FUNDING**

The UA has approved a reduced student tuition of \$475 per person for both the course and the enrollment fee. The Parties may collaborate on fundraising activities each year in an effort to further reduce the tuition cost so that each participating TUSD student who is economically able to do so will only be required to contribute \$25. Those students who can't afford it will not be asked to pay. Depending on the level of outside funding achieved by the Parties, TUSD will compensate UA for the remainder of the per person tuition for each participating TUSD student.

TUSD student tuition and fees will be paid to the University of Arizona Outreach College.

## **SERVICES TO BE PROVIDED BY UA:**

1. Assign Dr. Lisa Adeli as the Project Manager and course instructor in charge of all grading and student evaluation. If Dr. Adeli is unable to perform in this capacity for any reason, TUSD shall be notified immediately.
2. Bill TUSD for the balance of the tuition as described in FUNDING above. The payment deadline date will be announced in the Fall before the Spring semester of the UA class. Refunds (as per standard UA policy) will be available up to 3 weeks from the 1<sup>st</sup> day of class. If a student still needs to drop their enrollment after 3 weeks, the student/parent can petition UA's Outreach College who will work with them on a case-by-case basis.
3. Provide TUSD students all the rights and privileges of UA students including access to library and computing resources and access to student activities and services (some of these may require additional fees).
4. TUSD students that have paid their bill by the due date will 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 dual enrolled in the class to receive University credit for MENA277B. The student must also pass the class with a grade of "D" or higher to receive University credit. The grade in the class will count in the GPA of the student if the TUSD student becomes a degree-seeking student at the UA.
5. 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.

**SERVICES TO BE PROVIDED BY TUSD**

1. TUSD will help identify and recruit high achieving students into the class that have completed the necessary prerequisite(s) to enroll in the Spring semester university course.
2. Provide financial and administrative support to a certified TUSD teacher qualified to teach at the university level in teaching the course on the Cholla High Magnet School campus.
3. TUSD will assist and support student fundraising projects to reduce the cost of course tuition per student.
4. Collect payment from TUSD students and submit to UA prior to UA enrollment due date.

**FERPA**

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

**STATE OBLIGATION**

The Parties recognize that the performance of both Parties may be dependent upon the appropriation of funds by each Party’s governing, legislative authority. Should the Legislature in the case of the UA or the Governing Board in the case of TUSD fail to appropriate the necessary funds or if either Party’s 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.

**TERMINATION**

This Agreement may be terminated by either party with thirty days written notice to the other party. In the event early termination creates an obligation on one party to refund or release funds to the other, such funds shall be released or refunded within thirty days of the termination period.

**NOTICE**

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

**UA**

Dr. Lisa Adeli, Director Educational Outreach  
Center for Middle Eastern Studies  
University of Arizona  
845 N Park Ave, Rm 470  
Tucson, AZ 85721-0158  
Email: [adeli@email.arizona.edu](mailto:adeli@email.arizona.edu)

**TUSD**

Frank Armenta, Principal  
Cholla High Magnet School  
Tucson Unified School District  
2001 W Starr Pass Blvd  
Tucson, AZ 85713  
Email: [frank.armenta@tusd1.org](mailto:frank.armenta@tusd1.org)

## **INDEMNIFICATION**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other parties (as "Indemnitees") 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 or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

## **ARBITRATION**

The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.

## **NON-DISCRIMINATION**

The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, as amended.

## **CONFLICT OF INTEREST**

This Agreement is subject to cancellation under A.R.S. § 38-511 regarding conflict of interest on the part of individuals negotiating contracts on behalf of the State of Arizona.

## **COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. The Parties agree that any xerographically or electronically reproduced copy of this agreement will have the same legal force and effect as any copy bearing original signatures of the Parties.

## **AMENDMENTS**

Any amendments to this Agreement must be in writing and signed by authorized representatives of each party.

## **WAIVER**

Waiver by either Party of any breach or default of any clause of this Agreement by the other Party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

**SEVERABILITY**

If any provision of this Agreement is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

**ENTIRE AGREEMENT**

This Agreement embodies the entire understanding between the UA and TUSD for this project, and any prior or contemporaneous representations, either oral or written are hereby superseded.

**IN WITNESS HEREOF**, to the extent permitted by law, the parties sign this Agreement, as indicated by its authorized representatives signing below:

**FOR THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA**

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

***Attorney Approval:***

The undersigned 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 Arizona Board of Regents.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Associate General Counsel

**FOR TUSD**

\_\_\_\_\_  
Name  
Title

Date: \_\_\_\_\_

***Attorney Approval:***

The undersigned 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 Tucson Unified School District:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_