

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE 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, University of Arizona, hereafter called the "University," and Tucson Unified School District No. 1 of Pima County, a public school district hereinafter called "TUSD."

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 to assist TUSD in administering the Advanced Placement (AP) exams to TUSD students for two week duration in May, 2017. Exact dates of testing are May 1 through May 12, 2017.

Duration and Effective Date

This Agreement is effective upon execution by both parties until June 30, 2017. 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 University 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.

The University agrees to provide the following materials and services:

- Administer AP exams.
- Ensure the security and confidentiality of the exams.
- Train all University and TUSD test proctors in the administration of the AP exams.
- Ensure that employees working with minors under the age of 18 have undergone background checks and pay the cost of up to 18 background checks.
- Provide training materials, test administration, test delivery and equipment as set forth in the Addendum.

TUSD agrees to provide the following materials and services:

- Contacts for TUSD advisors and/or AP coordinator for each high school with candidates registered for AP exams.
- A final number of registered candidates for the AP exams and adjust the final amount due accordingly.
- Candidate rosters as soon as they are finalized and available.
- Find a venue(s) for exams to take place and provide reasonable accessibility to the venue to properly administer exams.
- Provide a secure area onsite for storing testing materials, including test books and answer sheets.
- Recruit volunteers for various positions during large candidate exams.
- Administer all Special Accommodated Testing.

Funding:

TUSD agrees to compensate University in an amount not to exceed \$43,000. This amount will be determined by quote and provided to TUSD through an amendment to this Intergovernmental Agreement. Any additional costs beyond the original quote will be agreed upon by both parties. The final payment will be made to the University no later than thirty days after the project end date, May 12, 2017.

Miscellaneous terms:

1. **The parties agree to comply with all laws.** The parties will not discriminate against any employee or applicant due to race, color, religion, sex, or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations; including the Americans with Disabilities Act.
2. In accordance with A.R.S. § 35-391 and 35-393, 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. 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.
4. Both parties agree to comply with the requirements of the Family Education Rights and Privacy Act more commonly referred to as FERPA.

5. Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between TUSD and the University, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
6. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's 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 Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
7. 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.
8. 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.
9. The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.

This Agreement may be revised or modified only by written amendment signed both parties.

Notice:

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

Tucson Unified School District

Charles McCollum
CTE Interim Director
2025 East Winsett Street
Tucson, AZ 85719

University of Arizona

Leah M. Chavez
Program Manager, Testing Office
1600 East 1st Street
P.O. box 210129
Tucson, AZ 85721-0129

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

Indicated below:

**Arizona Board of Regents,
University of Arizona**

Tucson Unified School District

President of the Governing Board

DATED _____

DATED _____

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 Legal Counsel Date

TUSD Legal Counsel Date