

**INTERGOVERNMENTAL AGREEMENT FOR DUAL ENROLLMENT
BETWEEN
PIMA COUNTY COMMUNITY COLLEGE DISTRICT
AND
AMPHITHEATER UNIFIED SCHOOL DISTRICT**

This Intergovernmental Agreement for Dual Enrollment (“**Agreement**”) is entered into between Pima County Community College District (“**College**”), and Amphitheater Unified School District (“**School District**”) (collectively “**Parties**”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

- A. College is a public 2-year community college located in Tucson, Arizona. School District is a public educational district operating a high school in Tucson, Arizona.
- B. College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(F), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 et seq. This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).
- C. College has determined that it is desirable to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.
- D. School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation requirements.

AGREEMENT

NOW, THEREFORE, In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined below, to eligible School District students.

2. DEFINITION

“**Dual Enrollment Course**” means, pursuant to A.R.S. § 15-101(11), a “college-level course that is conducted on the campus of a high school or on the campus of a career technical education district, that is applicable to an established community college academic degree or certificate program and that is transferable to a university under the jurisdiction of the Arizona board of regents. A dual enrollment course that is applicable to a community college occupational degree or certificate program may be transferable to a

university under the jurisdiction of the Arizona board of regents.” Notwithstanding the above, pursuant to A.R.S. § 15-1821.01(3), physical education shall not be available as a Dual Enrollment Course.

“**High School Campus**” means the physical location operated by the School District for its high school at the following address(s):

- Amphitheater High School -125 W. Yavapai, Tucson, AZ 85705
- Canyon del Oro High School -25 W. Calle Concordia, Tucson, AZ 85701
- Ironwood Ridge High School -2475 W. Naranja Drive, Tucson, AZ 85742

For any new High School Campus to serve as the site for delivery of a Dual Enrollment Course under this Agreement, the Parties shall execute a written amendment signed by both Parties.

3. EFFECTIVE DATE AND TERM

A. This Agreement shall be effective:

- i. After the governing boards of School District and College have approved it; and
- ii. On the date that authorized representatives of both Parties have signed it (“**Effective Date**”).

B. The term of this Agreement shall be from the Effective Date through June 30, 2028 (“**Term**”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

A. College will offer Dual Enrollment Courses to School District’s high school freshmen, sophomores, juniors and seniors who satisfy the College’s prerequisites for the Course.

B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:

- i. of a quality and depth to qualify for college credit, as determined by College;
- ii. evaluated and approved through the College curriculum approval process;
- iii. at a higher level than taught by the School District high school;
- iv. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and

- v. compliant with all other standards for College courses.

Dual Enrollment Courses made available by College pursuant to this Agreement are listed in and are subject to the terms and conditions stated in Exhibit B, which is attached to and part of this Agreement.

C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under the College's current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. For students under the age of 18, the College's admission policies shall comply, at a minimum, with the provisions of A.R.S. § 15-1805.01. In addition, the College may admit such students if they satisfy an alternative standard established by College.

D. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*

F. [reserved]

G. College will provide to School District the instructional information necessary to meet the goals of the Courses delivered, including but not limited to College approved textbook titles, syllabi, Course outlines and grading standards applicable to the Dual Enrollment Courses.

H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College Courses are applied to the Dual Enrollment Courses.

I. For each student, College will assign an identification number to the student that shall correspond to or reference the State Student ID number assigned to the student. School District will provide College with the State Student ID number for each student as provided in Section 5.1(G).

J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the Course.

4.2 Instructors and Instruction

A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College.

B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3 Assessment and Monitoring

A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.

B. College will involve full-time College faculty who teach a particular discipline in Dual Enrollment Course selection and implementation, and in Dual Enrollment Course faculty selection, orientation, professional development and evaluation, as required by A.R.S. § 15-1821.01(4) & (5).

C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence, and to review and amend the Course outlines as necessary.

4.4 Policy and Procedure

A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.

B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.

C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

4.5 Students with Disabilities

A. After notification from School District of a student's need, if College is providing the instructor for a Dual Enrollment Course, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, or the Individuals with Disabilities Education Act ("IDEA"), as applicable. College shall work with School District in determining appropriate accommodations or special education services; however, School District shall be responsible for ensuring that the student receives a free appropriate public education ("FAPE") in conformity with his or her 504 Plan or individualized education program ("IEP"), including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal

duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act ("ADA") and the Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6 Reporting

Pursuant to A.R.S. § 15-1427, in each odd-numbered calendar year, College will submit to the Joint Budget Committee a report that includes dual enrollment information as described in A.R.S. § 15-1427(C). At College's request, School District shall promptly provide College all applicable data that is required for inclusion in any such report.

4.7 Accreditation and Educational Standards

At all times during the Term, College shall meet and comply with the Quality Standards of the Arizona Department of Education. College may do so by maintaining its accreditation through the Higher Learning Commission (HLC). HLC accreditation is required to ensure the College complies with the standards for faculty, programs, courses, facilities, instructional materials, student support services, and all other policy and academic aspects necessary to deliver quality instruction to its students. Criteria for the HLC accreditation can be found at www.hlcommission.org, and assumed practices for the HLC accreditation can be found at <https://www.hlcommission.org/Polices/assumed-practices.html>. Meeting the HLC accreditation standards satisfies the Arizona's Quality Standards. College warrants and agrees that as of the Effective Date of this Agreement it maintains and that during the Term of this Agreement it will maintain its HLC accreditation.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 5.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.

B. Pursuant to A.R.S. § 15-1821.01(6), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901, in a school in School District, except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the polices, regulations and instructional standards of College in Courses designated as Dual Enrollment Courses to students of School District at a School District facility.

D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment

Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in Courses.

E. [reserved]

F. School District will adopt and utilize College approved textbooks, Course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.

G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's State Student ID number and provide that number to College.

5.2 Instructors and Instruction

A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.

B. School District will ensure that School District instructors teaching Dual Enrollment Courses provide instruction in accordance with the policies, regulations and instructional standards of College and comply with College assessments.

C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding 10 consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

5.3 Assessment and Monitoring

School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary to review Dual Enrollment Course outlines and School District's high school scope and sequence to review and amend the Course outlines as necessary.

5.4 Policy and Procedure

A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:

1. has completed the necessary College admissions and registration process;
2. has completed College assessment examinations, if required by College;
3. is aware the student is subject to both School District policies and procedures and College policies and procedures;

4. is aware the student is participating in a college level Course, even though provided at the School District, and should act appropriately; and
5. is aware of the requirements for determination of eligibility for College in-state tuition, if applicable under the terms of this Agreement.

B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in Dual Enrollment Courses for failure to follow College requirements.

C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to FERPA and applicable regulations, School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the ADA and Section 504 of the Rehabilitation Act of 1973 or the IDEA, as applicable, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations or special education services as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations or special education services. School District shall be responsible for ensuring that each qualified student receives a FAPE in conformity with his or her 504 Plan or IEP, including special education and related services, as applicable, and shall continue to have the financial and administrative responsibility for providing and implementing all necessary accommodations or services. This Agreement does not relieve School District of any of its legal duties under applicable Federal or State law, including but not limited to School District's obligations relating to child find, evaluation, and placement of students with disabilities.

5.6 Reporting

School District will provide College in a timely fashion all data that is required for the submission of reports required by A.R.S. § 15-1427, as described in Section 4.6 of this Agreement.

5.7 Facilities and Funding

A. At every participating High School Campus, School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply

with all applicable provisions of the state Fire Marshall Code, any local fire and safety regulations, and all other applicable federal and state laws.

B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit A attached to this Agreement.

6. MUTUAL AGREEMENTS

6.1 Instructor

A. Throughout the term of this Agreement, an instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.

B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to School District policy. Should a College instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

6.2 Students

Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes applicable for Dual Enrollment Courses, as established by School District and approved by College.

6.3 Removal from Course

School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course.

6.4 Schedule and Number of Students

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by prior written agreement of School District and College. School District and College must mutually agree if any student who is not a student of School District will be enrolled in

a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and Course prerequisite requirement provisions of this Agreement.

6.5 Availability of Instructors

Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may provide a qualified instructor to deliver any Dual Enrollment Course, in which case School District will compensate the College as provided in Exhibit A.

6.6 Guidelines

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

6.7 Rigor of Courses

College and School District agree that college level Courses are rigorous and demanding Courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

7. FINANCIAL PROVISIONS AND FORMAT FOR BILLING: See Exhibit A attached.

7.1 Fees

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit A attached to this Agreement.

7.2 Supplies

School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

7.3 Tuition

A. Either the student or School District shall be responsible for payment of tuition to College, as specified in Exhibit A.

B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth on Exhibit A, which may be amended annually by College. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.

C. School District understands and agrees that tuition charges for students enrolled under this

program may vary from student to student depending upon the total number of student credit hours for which each student has enrolled each term, and depending upon the student's eligibility for in-state tuition. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of 19 years will be that of the student's parent or legal guardian, and any student who does not meet the statutory requirements for in-state tuition will be charged out-of-state tuition rates, to the extent such separate rates are established by this Agreement.

7.4 Billing Format

The format for the billing of all services pursuant to this Agreement is set forth on Exhibit A. All bills under this Agreement shall include all information required by A.R.S. § 15-1821.01(1)(a).

7.5 Manner of Financing

School District and College will each fund their respective obligations under this Agreement through their respective budgeting process.

8. RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

9. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with FERPA and regulations adopted pursuant to FERPA, the IDEA and regulations adopted thereunder, and applicable state laws and School District policies controlling the disclosure of personally identifiable information from a student's education records.

10. TERMINATION/DISPOSITION OF PROPERTY

10.1 Termination

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination. Except as provided in this Section 10, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

10.2 No Relief from Obligations

Termination of this Agreement shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a Course or Courses and obtaining dual credit at the time of termination or notice thereof.

10.3 Disposition of Property

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

11. RESPONSIBILITY

11.1 Conduct of Operations

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

11.2 Indemnification

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents.

12. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

13. NON-ASSIGNABILITY

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

14. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College non-discrimination policies and all state and federal non-discrimination laws and regulations, including Executive Order 2009-09.

15. RIGHTS/OBLIGATIONS OF PARTIES ONLY

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.

16. ENTIRE AGREEMENT; AMENDMENTS

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein. Any modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

17. INVALIDITY OF PART OF THE AGREEMENT

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

18. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

19. NOTICE

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to College:

James Palacios
Dean, Dual Enrollment and HS Programs
jpalacios3@pima.edu
520-206-5062

With Copy to:
PCC Contract Services
4905 E. Broadway Blvd
Bld D-232
Tucson, AZ 85745

If to School District:

Name: Todd Jaeger, J.D.
Title: Superintendent
Email: tjaeger@amphi.com / superintendent@amphi.com

20. LEGALWORKER REQUIREMENT

To the extent applicable under Arizona Revised Statutes § 41-4401, each Party may not award a contract to any contractor who fails, or whose subcontractors fail, to verify the employment eligibility through the e-verify program of any employee it hires, and who does not comply with federal immigration laws and regulations relating to their employees. As mandated by A.R.S. § 41-4401, this provision provides notice of

those requirements.

21. WORKERS COMPENSATION

For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such an employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

Signature Page Continues

IN WITNESS WHEREOF, the parties' duly authorized representatives have executed this Agreement on the dates indicated below.

FOR COLLEGE:

FOR SCHOOL DISTRICT:

By:
Title:

Date

By:
Title:

Date

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952(D), the attorney for each of the parties 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 party represented by such attorney.

By: Jeff Sylvin
Title: General Counsel
Date: _____

By:
Title: Counsel for School District
Date: _____

ATTACHMENTS:

- EXHIBIT A – Financial Provisions
- EXHIBIT B – Description of Dual Enrollment Courses (with Master List)

**EXHIBIT A
TO AGREEMENT FOR DUAL ENROLLMENT**

FINANCIAL PROVISIONS

1. **Reciprocal Services.** The Parties have determined that the services each party provides for delivery of the Dual Enrollment Courses under this Agreement are comparable in value and are summarized below:
 - A. For its contribution to Reciprocal Services, the School District shall:
 - i. Supply and pay for Course instructors for instructors provided by School District;
 - ii. Provide classrooms, labs and other necessary capital facilities and equipment for the Courses;
 - iii. Assist students with Course enrollment and Course admission, and assist with curriculum, grading, record keeping and other Course requirements; and
 - iv. Transfer to the College appropriate records and information related to the Courses and students in the Courses.
 - B. For its contribution to Reciprocal Services, the College shall:
 - i. Provide curriculum for the Dual Enrollment Courses;
 - ii. Award college credit to School District students who successfully complete a Dual Enrollment Course;
 - iii. Assist students with Course enrollment and College admission, and assist with curriculum, grading, record keeping, and other Course requirements; and
 - iv. Transfer to the School District appropriate records and information related to the Courses and students in the Courses
 - C. Books and Supplies. Either School District or the Students shall be responsible for all books and supplies required for each Dual Enrollment Course.
2. **Statement of Value.** In recognition of each party's reciprocal contribution to programs under this Agreement, each party shall prepare and provide the other party a statement of value for the party's contribution for the preceding academic term ("**Statement of Value**").
 - A. College's Statement of Value shall include the following:
 - i. summarize the Courses offered, with each Course valued at the College's official tuition rate and fees in effect during the fiscal year per credit hour for the specific Course for each student who completed the Course; and
 - ii. for each Course listed, include a supplement report listing the names of the students categorized by each Course.
 - B. School District's Statement of Value shall include the following:
 - i. summarize the School's costs expended to provide and operate facilities used for the Dual Enrollment Course delivery; and
 - ii. amount of total compensation to the School District's instructors delivering the Dual Enrollment Courses.
3. **Non-Resident Students.** Notwithstanding the above, for non-resident students of the School District College shall invoice School District for the difference that exceeds the in-state tuition rate. The College will issue invoices for non-residential tuition charges within thirty (30) days after the close of

the add/drop period. Payment is due within thirty (30) days of the invoice date.

4. **Additional Services By College.** For additional services provided by the College at the request of the School District, such as facility rental or Course instructors, School District shall compensate College at the facility rental fees and faculty compensation rates in effect during the fiscal year when services were provided. College shall issue an invoice for the amount due upon completion of the services. Payment is due within (30) days of the invoice date.
5. **Grants/Scholarships.** College offers no grants, scholarships or financial aid for the dual enrollment program under this Agreement.
6. **Billing and Invoices.** Upon execution of this Agreement, the parties shall provide the other all information (address, attention to) for receipt and processing of the parties' invoices. College will send invoices to the School District for the services provided no later than thirty (30) days after the end of each academic semester. Each invoice shall detail any payments due. Payments shall be due within thirty (30) days of receipt of an invoice.
7. **Full Time Student Equivalent (FTE) Information.** The financial arrangement of the Parties under this Agreement has no impact on the count and the manner of counting the FTEs each party is otherwise entitled to claim under the Arizona law.

**EXHIBIT B
TO AGREEMENT FOR DUAL ENROLLMENT**

DESCRIPTION OF DUAL ENROLLMENT COURSES

1. Dual Enrollment Course Master List

- a. As of the Effective Date of this Agreement, the courses listed in the Part 1 of the Dual Enrollment Course Master List in Attachment 1 below (“**Master List**”), are approved for offering under this Agreement as having met the requirements established by the Higher Learning Commission (“**HLC**”).
- b. Prior to offering any Dual Enrollment Courses listed in Part II of the Master List, College will conduct necessary course review and obtain all approvals by the HLC.
- c. Complete description of all courses can be found in the current College catalog at pima.edu.
- d. Each new Dual Enrollment Course shall be approved by the College Governing Board prior to offering and shall comply with all terms and conditions set forth in this Agreement.
- e. All substantive changes to a Dual Enrollment Course, including but not limited to, the number of credit hours awarded for the Course, shall be approved by the College Governing Board prior to offering.
- f. Changes in the course title and other non-substantive changes to an otherwise approved Dual Enrollment Course on the Master List will not require the approval by the Governing Board. College will promptly notify School District of any such Course updates.
- g. College will notify the School District in writing about new Dual Enrollment Courses added to the Master List and other updates to the Master List.

2. Courses and Locations

- a. Prior to each academic semester during the Term of this Agreement, the parties will mutually determine specific Dual Enrollment Courses from the Master List to be offered at each High School Campus listed in Section 2 of this Agreement.
- b. Each party shall maintain current the list of the course-Campus selection established by the parties for each academic semester during the Term, and shall publish or make such a list available to the other party and members of the public upon written request.
- c. College will inform the Governing Board of the course-Campus offerings for the academic semester at the completion of each academic semester.

ATTACHMENT 1
DUAL ENROLLMENT COURSE MASTER LIST

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
Accounting		
ACC211	Financial Accounting [SUN# ACC 2201]	3
ACC212	Managerial Accounting [SUN# ACC 2202]	3
American Indian Studies		
AIS101	Introduction to American Indian Studies	3
Automated Industrial Technology		
AIT100	Industrial Safety	1
AIT105	Modern Maintenance Operations	3
AIT110	Mechanical Power Transmission Systems	3
AIT120	Pneumatic Systems	3
AIT125	DC and AC Components	3
AIT135	Electronics Assembly & Fabrication I	3
Administration of Justice		
AJS101	Introduction to Administration of Justice Systems [SUN# AJS 1101]	3
AJS109	Criminal Law	3
AJS115	Criminal Procedures	3
AJS123	Corrections as a Process	3
AJS124	Ethics and the Administration of Justice	3
AJS204	Criminal Investigations	3
AJS212	Juvenile Justice Procedures	3
AJS225	Criminology	3
AJS250	Criminal Justice Crime Control Policies and Practices	3
Anthropology		
ANT102	Introduction to Cultural Anthropology and Linguistics	3
ANT112	Exploring Non-Western Cultures	3
ANT202	Sexuality, Gender and Culture	3
Art		
ART100	Basic Design	3

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
ART105	Exploring Art and Visual Culture	3
ART128	Digital Photography I	4
ART130	Art and Culture: Prehistoric through Gothic [SUN# ART 1101]	3
American Sign Language		
ASL101	American Sign Language I	4
ASL102	American Sign Language II	4
Automotive Technology		
AUT100	Small Engine Troubleshoot and Repair	3
AUT101	Automotive Maintenance	3
AUT105	Light Line Maintenance	3
AUT120	Engine Diagnosis and Repair	3
AUT124	Automotive Diesel Engine Tune-Up	3
AUT126	Engine Performance and Driveability Troubleshooting	3
AUT128	Automotive Electrical Fundamentals and Applications	3
AUT139	Automotive Steering and Suspension Systems	3
AUT140	Automotive Brakes Diagnosis and Repair	3
AUT142	Automotive Heating, Ventilation, and Air Conditioning	3
Building and Construction Technology		
BCT105	Professionalism in Service, Construction Math, Basic Rigging	3
BCT107	Basic Safety, Hand & Power Tools, Blueprint Reading	3
BCT120	Blueprint Reading for Construction	3
BCT123	Concrete/Masonry	3
BCT132	Residential and Industrial HVAC I	4
BCT146	Woodworking I	3
Biology		
BIO100IN	Biology Concepts	4
BIO105IN	Environmental Biology	4
BIO108IN	Plants, People and Society	4
BIO109IN	Natural History of the Southwest	4
BIO121IN	Human Biology and Evolution	4

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
BIO127IN	Human Nutrition and Biology	4
BIO135IN	Genetics, Biotechnology and Human Affairs	4
BIO156IN	Introductory Biology for Allied Health	4
BIO160IN	Introduction to Human Anatomy and Physiology	4
BIO181IN	General Biology I: (Majors) [SUN# BIO 1181]	4
BIO182IN	General Biology II: (Majors) [SUN# BIO 1182]	4
BIO184IN	Plant Biology	4
BIO201IH	Human Anatomy, Physiology and Histology	4
BIO201IN	Human Anatomy and Physiology I [SUN# BIO 2201]	4
BIO202IN	Human Anatomy and Physiology II [SUN# BIO 2202]	4
BIO250	Biomedical Ethics	3
Business		
BUS100	Introduction to Business	3
BUS148	Ethics in the Workplace	3
Computer Aided Design		
CAD101	Computer-Aided Drafting for Construction	4
CAD117	Print Reading with CAD for Manufacturing	4
CAD142	Introduction to Parametric Modeling: SolidWorks	4
CAD166	Introduction to Revit	4
CAD172	Geometric Dimensioning and Tolerancing	3
CAD206	Commercial Design: Revit	4
CAD242	Advanced Parametric Modeling: SolidWorks	4
Chemistry		
CHM130IN	Fundamental Chemistry [SUN# CHM 1130]	4
CHM140IN	Fundamental Organic and Biochemistry [SUN# CHM 2230]	4
CHM151IN	General Chemistry I [SUN# CHM 1151]	4
CHM152IN	General Chemistry II [SUN# CHM 1152]	4
Childhood Development Associate		
CDA102	The Child's Total Learning Environment	1
CDA121	Techniques for Observing Children	1
CDA271	Professionalism in Childcare	1
Communications		

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
CMN102	Introduction to Communication [SUN# COM 1100]	3
CMN110	Public Speaking	3
CMN120	Business and Professional Communication	3
CMN130	Small Group Communication [SUN# COM 2271]	3
CMN140	Interpersonal Communication [SUN# COM 1110]	3
Computer Information Systems		
CIS103	Microsoft Windows Operating System Professional Admin	3
CIS104	Computer Fundamentals	3
CIS119	Network Essentials	3
CIS129	Programming and Problem Solving I	4
CIS131	Programming and Problem Solving II	4
CIS136	Computer Hardware Components	3
CIS137	Introduction to the Linux Operating System	3
CIS188	Scripting for Automation	3
CIS219	Introduction to Virtual Computing	3
CIS227	Cyber Law and Ethics	3
CIS228	Fundamentals of Network Security	4
CIS247	Ethical Hacking I	3
Clinical Research Coordinator		
CRC101	Foundations of Clinical Research	3
Culinary Arts		
CUL105	Food Service Nutrition and Sanitation	3
CUL130	Savory Cuisine	3
CUL140	Culinary Principles	3
CUL150	Garde Manger	3
CUL160	Bakery and Pastry Production I	3
CUL189	Culinary Arts Capstone I	1
Dance		
DNC105	Ballet Folklorico I	2
Digital Arts		
DAR102	Fundamentals of Digital Design	4
DAR103	Introduction to Video and Film Arts	4
DAR112	Graphic Design	4

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
DAR115	Digital Video Editing	4
DAR120	Applied Computer Graphics	4
DAR122	DeskTop Graphics: Adobe Illustrator	4
DAR125	Digital Cinematography I	4
DAR251	Computer 3D Animation: Maya	4
Early Childhood Education		
ECE108	Literature/Social Studies for Children	3
ECE115	Supervision and Administration of Early Childhood Programs	3
ECE117	Child Growth and Development	3
ECE118	Foundations of Early Childhood Education	3
ECE125	Nutrition, Health, and Safety for the Young Child	3
ECE228	The Young Child: Family, Culture, & Community	3
Economics		
ECN150	An Economic Perspective	3
Education		
EDU200	Introduction to Education	3
EDU201	Diversity in Education	3
EDU202	Introduction to the Exceptional Learner	3
EDU206	Relationships in Classroom Settings	3
Emergency Medical Technology		
EMT100	Emergency Medical Technology	9
EMT109	Human Anatomy and Physiology for EMT	3
EMT110	Emergency Medical Responder	3
EMT159	Cardiopulmonary Resuscitation: Healthcare Provider	0.5
Engineering		
ENG102IN	Problem-Solving and Engineering Design [SUN# EGR 1102]	3
Fashion Design & Clothing		
FDC110	Apparel Design and Construction I	3
FDC111	Apparel Design and Construction II	3
French		
FRE101	Elementary French I [SUN# FRE 1101]	4
FRE102	Elementary French II [SUN# FRE 1102]	4

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
FRE201	Intermediate French I [SUN# FRE 2201]	4
FRE202	Intermediate French II [SUN# FRE 2202]	4
Fire Science		
FSC101	Principles of Emergency Services	3
FSC127	Principles of Emergency Services Safety and Survival	3
FSC130	Strength and Fitness for the Fire Service	1
FSC160	Wildland Firefighting	2
FSC173	Records and Reports	0.5
Food Science & Nutrition		
FSN127IN	Human Nutrition and Biology	4
FSN154	Nutrition	3
Fitness & Sports Sciences		
FSS147	Health Coach Professional	3
FSS149	Health, Wellness, and Physical Activity	3
FSS218	Strength Training: Applied Principles and Techniques	3
FSS234	Fundamentals of Exercise Science	4
FSS238	Introduction to Sports Injury Management	3
FSS241	Nutrition for Exercise and Sport	3
FSS276	Exercise Testing and Prescription	3
FSS291	Fitness and Sport Sciences Internship	3
German		
GER101	Elementary German I [SUN# GER 1101]	4
GER102	Elementary German II [SUN# GER 1102]	4
GER201	Intermediate German I [SUN# GER 2201]	4
GER202	Intermediate German II [SUN# GER 2202]	4
Geology		
GLG101IN	Physical Geology [SUN# GLG 1101]	4
General Technology Mathematics		
GTM105	Applied Technical Mathematics	3
Health Care		
HCA103	Orientation to Pharmacology	3
HCA119	Orientation to Human Anatomy and Physiology	3

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
History		
HIS101	Introduction to Western Civilization I	3
HIS102	Introduction to Western Civilization II	3
HIS141	History of the United States I [SUN# HIS 1131]	3
HIS142	History of the United States II [SUN# HIS 1132]	3
HIS160	Latin America Before Independence	3
HIS161	Modern Latin America	3
HIS240	Medieval History	3
HIS280	History of the World Wars	3
Health Information Technology		
HIT100	Introduction to Health Information Management	3
HIT105	Medical Terminology	3
HIT108	Health Information Employment Policies	1
HIT150	Introduction to Health Management Information Systems	3
Hotel and Restaurant Management		
HRM100	Introduction to the Hospitality Industry	3
Health Related Professions		
HRP100	Success in Health Professions	1
Humanities		
HUM131	Mythology	3
HUM260	Intercultural Perspectives	3
Journalism		
JRN102	Survey of Media Communications [SUN# JRN 2201]	3
Korean		
KOR101	Elementary Korean I	4
KOR102	Elementary Korean II	4
Library and Information Sciences		
LIS150	Social Media and Ourselves	3
Literature		
LIT289	Literature and Film	3
Machine Tool Technology		
MAC100	Introduction to Machine Tool	3

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
MAC110	Manual Machine Shop	4
MAC125	Inspection Quality Assurance	4
MAC130	Machine Setup and Fixture Making	3
MAC150	Computer Numerical Control (CNC) Mill Programming I	4
MAC155	Computer Numerical Control (CNC) Mill Programming II	4
MAC160	Computer Numerical Control (CNC) Lathe Programming	4
MAC257	Computer-Aided Machining CAM I	4
MAC258	Computer Aided Machining (CAM) II	4
MAC259	Computer Aided Machining (CAM) III	4
MAC275	Applied Metallurgy	4
Medical Assistant		
MDA120	Medical Assistant Profession	2
MDA121	Medical Assistant Skills for Success	2
MDA122	Medical Assistant Clinical Care	2
MDA123	Medical Assistant Clinical Procedures	3
MDA124	Medical Terminology for Medical Professionals	3
MDA125	Orientation to ICD-10-CM and CPT Coding	3
MDA127	Administrative Procedures for Medical Assistants	3
MDA128	Medical Billing and Insurance for Medical Assistants	2
Mexican-American Studies		
MAS165	Mexican American Culture, Community and Identity	3
Mathematics		
MAT142	Topics in College Mathematics [SUN# MAT 1142]	3
MAT142RQ	Topics in College Mathematics	3
MAT151	College Algebra [SUN# MAT 1151]	4
MAT167	Introductory Statistics [SUN# MAT 1160]	3
MAT172	Finite Mathematics	3
MAT187	Precalculus	5
MAT188	Precalculus I [SUN# MAT 1151]	4
MAT189	Precalculus II [SUN# MAT 1187]	3
MAT212	Topics in Calculus [SUN# MAT 2212]	3

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
MAT220	Calculus I [SUN# MAT 2220]	5
MAT231	Calculus II [SUN# MAT 2230]	4
Management		
MGT110	Human Relations in Business and Industry	3
MGT200	Small Business Management/ Entrepreneurship	3
Marketing		
MKT111	Principles of Marketing	3
Music		
MUS100	Guitar I	2
MUS101	Guitar II	2
MUS102	Music Fundamentals	3
MUS151	Exploring Music	3
MUS160	Popular Music in America	3
Nursing Assistant		
NRA101	Nursing Assistant	2
NRA101LC	Nursing Assistant Clinical	1
NRA101LS	Nursing Assistant Skills	1
Physics		
PHY107IN	Everyday Physics: How the World Works	4
PHY121IN	Introductory Physics I [SUN# PHY 1111]	4
PHY122IN	Introductory Physics II [SUN# PHY 1112]	4
Political Science		
POS100	Introduction to Politics	3
Psychology		
PSY101	Introduction to Psychology [SUN# PSY 1101]	3
Religion		
REL119	Judaism, Christianity, and Islam	3
REL220	Old Testament	3
REL221	New Testament	3
Sociology		
SOC101	Introduction to Sociology	3
SOC110	Introduction to Cities and Global Society	3
Spanish		

<u>Course #</u>	<u>Course Title</u>	<u># of Credits</u>
SPA101	Elementary Spanish I [SUN# SPA 1101]	4
SPA102	Elementary Spanish II [SUN# SPA 1102]	4
SPA103	Beginning Spanish for Heritage and Bilingual Learners	4
Social Services		
SSE110	Introduction to Social Welfare	3
Student Success		
STU100	College Success and Career Planning	1
Translation and Interpretation Studies		
TRS101	Introduction to Translation and Interpretation	3
TRS202	Interpretation Techniques	3
Truck Driving Training		
TDT118	Basic Vehicle Operations and Commercial Driver's License Req	5
TDT119	Basic Driving Maneuvers-Class A CDL	3.5
Theater		
THE105	Theater Appreciation [SUN# THE 1100]	3
THE111	Stagecraft	3
THE113	Stagecraft Crew	1
THE125	Theater Production	2
THE149	Introduction to Acting I	3
THE245	Principles of Dramatic Structure [SUN# THE 2220]	3
Therapeutic Massage		
TMA101	Introduction to Massage Therapy	2
Veterinary Technology		
VET100	Introduction to Veterinary Technology	3
Writing		
WRT101	English Composition I [SUN# ENG 1101]	3
WRT101S	English Composition I / Integrated Studio	4
WRT101SE	English Composition I with Second Language Support / Studio	4
WRT102	English Composition II [SUN# ENG 1102]	3
WRT125	Beginning Poetry Writing	3
WRT126	Basics of Short Story Writing	3