

# **INTERGOVERNMENTAL AGREEMENT**

**between**

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

**and**

**TUCSON UNIFIED SCHOOL DISTRICT NO. 1 OF PIMA COUNTY**

This Intergovernmental Agreement ("Agreement") is entered into as of the 1<sup>st</sup> day of February, 2016 by and between the Arizona Board of Regents, University of Arizona ("UA") on behalf of its College of Education and the Tucson Unified School District No. 1 of Pima County ("TUSD") for the purpose of operating and facilitating the Administrative Internship Program ("AIP").

## **AUTHORITY**

WHEREAS, the parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952, A.R.S. §15-342 and A.R.S. § 15-1625.

## **PURPOSE**

The purpose of this Agreement is to establish the terms and conditions under which the UA will provide interns for the purpose of obtaining administrative experience within the TUSD as part of an administrative certification program.

## **DURATION & TERMINATION**

This Agreement shall commence and be effective on February 1, 2016, and shall terminate on January 31, 2021. This Agreement may be terminated by either party upon written notice to the other parties given no later than thirty (30) days before the end of the TUSD's semester. Said termination shall not become effective until the end of the current semester in which notice is given.

## **TERMS & CONDITIONS**

### **A. Financial Provisions**

- (1) The UA shall pay for substitutes for the interns for up to fifteen (15) days at a daily rate of \$118 per intern.
- (2) TUSD shall pay for substitutes for the interns for up to fifteen (15) days over the course of the school year.

### **B. Responsibilities**

- (1) TUSD shall assign each intern to an administrative mentor after consultation with the intern and the UA faculty assigned to the intern.
- (2) The administrative mentor shall coordinate schedules with his or her intern.
- (3) The UA shall provide to TUSD a list of interns in the program.
- (4) Both parties to this Agreement shall put forth reasonable efforts to ensure that each intern has ample opportunities to gain experience as a district administrator for at least fifteen (15) full days.

### **NON APPROPRIATION OF FUNDS**

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.

### **CANCELLATION FOR 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.

### **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.

### **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.

### **APPLICABLE LAW**

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

### **DISPUTES**

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

### **NOTICES**

Any notice required or permitted under this Agreement's terms shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid to:

Lynnette Brunderman, Assoc. Professor of Practice  
U of A- College of Education  
P.O. Box 210069  
1430 E. Second Street  
Tucson, Arizona 85721

Richard Foster  
Interim Asst. Superintendent  
TUSD  
1010 E. 10th St.  
Tucson, AZ 85719

### **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 has been reviewed pursuant to A.R.S. § 11-952 and is in proper form and 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 TUCSON UNIFIED SCHOOL DISTRICT NO. 1 OF PIMA COUNTY**

\_\_\_\_\_  
Heliodoro T. Sanchez, Ed.D.  
Superintendent, TUSD

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

Attorney Approval:

The undersigned has determined that the foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952 and is in proper form and 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: \_\_\_\_\_

General Counsel