

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

AND

TUCSON UNIFIED SCHOOL DISTRICT NO. 1 OF PIMA COUNTY

The parties to this Intergovernmental Agreement (“Agreement”) are The Arizona Board of Regents, University of Arizona, hereinafter “UA”, and Tucson Unified School District No. 1 of Pima County, 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 to provide low-income TUSD students with the opportunity to participate in UA’s SAT preparation class Think Tank to encourage and support them in taking the college entrance exam and attend college. TUSD and UA agree to partner in offering discounts and scholarships to offset the UA’s normally charged fee, as mutually agreed to by the parties below.

DURATION

This Agreement shall commence once fully executed and continue for the 2017-2018 school year. The Agreement will automatically renew each year thereafter for up to four additional years unless terminated by either party. Renewals may extend this Agreement through the end of the 2021-2022 school year.

FUNDING

The total compensation to UA by TUSD per school year will depend on the number of TUSD students enrolled and the amount TUSD provides in scholarships to each student (see below).

SERVICES TO BE PROVIDED BY UA:

1. UA will provide two SAT preparation course sessions available in the 2017-2018 school year. The total class enrollment will be capped at 25 students for each session and at least 1/3 of total enrollment for each session will be available for TUSD scholarship students who will be able to take the course, normally offered for \$300, for the reduced amount of \$200.

2. Students to be considered for the \$100 scholarship are those who are identified as living in a low-income family, as verified by school counselors.
3. If/when scholarship seats are granted, AND overall enrollment is low, AND date of course is approaching, UA may make available more seats for scholarship students.
4. UA will enforce a no-show policy and wait list policy for students who are being considered for the \$100 scholarship.

SERVICES TO BE PROVIDED BY TUSD

1. TUSD will advertise the UA Think Tank program and encourage high school students to apply for the program and the scholarships provided by the UA.
2. TUSD will provide an additional scholarship for each eligible student in the amount of no less than \$50 and no more than \$200.
3. Each student will be asked to pay no more than \$50 for the course.
4. TUSD will confirm the student's eligibility as a low income student for the program.

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 State legislature of Arizona 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 shall be addressed to the following:

UA:
University of Arizona
Marco Ortiz, Associate Director
Think Tank
1428 E University Blvd
Tucson, AZ 85719

TUSD:
Tucson Unified School District
Daniel Erickson, Director
Advanced Learning
1010 E. 10th Street
Tucson, AZ 85719

INDEMNIFICATION

To the extent permitted under Arizona law, 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 _____, 2017.

By: _____
Associate General Counsel

FOR TUCSON UNIFIED SCHOOL DISTRICT

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 Tucson Unified School District.

Dated this ____ day of _____, 2017.

By: _____
TUSD General Counsel