

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA AND  
TUCSON UNIFIED SCHOOL DISTRICT**

Tucson Unified School District (“TUSD”) of Tucson, Arizona and the Arizona Board of Regents, the University of Arizona on behalf of its College of Education, Department of Teaching, Learning, and Sociocultural Studies and the University of Arizona Earth Education Research and Evaluation Team (“UA”) enters into this agreement.

**1. Location**

The Cooper Center for Environmental Learning (hereinafter, “Cooper Center”) is located at 5403 West Trails End Road in Tucson, Arizona.

**2. Mission of the Partnership between TUSD and Cooper Center:**

The Cooper Center for Environmental Learning will be an integral component of the TUSD’s educational programs, including science and environmental learning. TUSD and the Cooper Center for Environmental Learning staff will meet a minimum of twice a year to identify and clarify the collaborative working partnership, evaluate the effectiveness of the Center’s programs and review the Cooper budget and other items as set forth below. This partnership will:

- a) Provide extended educational experiences for students, and teachers, that deepen and enrich science learning;
- b) Offer programs and workshops to increase understandings of and deepen feelings for the Earth and its life;
- c) Inspire students and teachers to develop ecologically sound practices in the Sonoran Desert and local environment;
- d) Promote the partnership between Southern Arizona Schools, and UA;
- e) Provide educators with professional development and opportunities for environmental learning and sustainable practices.

**3. Term**

The term of this agreement is from July 1, 2014 to June 30, 2017.

**4. TUSD will:**

- a) Retain control and ownership, and provide all maintenance and security of all buildings, facilities and land (excluding daily custodial services). TUSD will be responsible for any vandalism, damage, renovation, or destruction of the buildings, facilities and land.
- b) Provide all necessary custodial cleaning supplies and necessary paper products at a cost not to exceed \$1500 to maintain the daily custodial services in the bathrooms, kitchen, and other areas as needed.

- c) Pay for all utilities including internet service to the property.
- d) Permit UA to operate educational programs and conduct research at the Cooper Center, provided that any research conducted using TUSD students is conducted in compliance with TUSD Governing Board Policy LCA.
- e) Permit UA to charge a reasonable fee to help defray the cost of programs. The amount of the fee will be made in consultation with appropriate UA and TUSD personnel.
- f) Provide an annual accounting of the cost of maintenance, utility, repair, and other applicable TUSD Cooper Center revenues and expenses during each fiscal year.

**5. UA will:**

- a) Provide operational management and educational programming at the Cooper Center from July 1, 2014 through June 30, 2017.
- b) Manage the daily educational programming to include: planning, implementing and evaluating instructional programs at the Cooper Center
- c) Recruit TUSD schools as well as other PK-12 schools in southern AZ to participate in Cooper Center programs and events.
- d) Hire Cooper Center staff as needed to support educational programs managed by UA.
- e) Provide educational programs and offerings to all students and adults attending the Cooper Center that comply with Arizona state and TUSD educational standards, focus on increasing ecological understandings of and deepening feelings for the earth and its life, and encourage behaviors that will lessen human impact on the natural world .
- f) Be responsible for providing daily custodial services (TUSD will provide supplies and products pursuant to section 4(b)).
- g) Reserve the Cooper Center for exclusive use by TUSD schools 80% of the time during regular school days. Cooper Center will be available to other PK-12 schools during 20% of the time during school days, as well as on weekends and holidays.
- h) Continue to evaluate the effectiveness of the Cooper Center programs and offerings.
- i) Comply with TUSD Governing Board Policies. Adherence to TUSD Governing Board Policies does not supersede the requirement for Cooper Center staff who are UA employees to comply with UA and Arizona Board of Regent policies as well.
- j) Provide a quarterly accounting of program incomes and costs such as maintenance, utilities, repairs, and other applicable TUSD Cooper Center expenses and revenue during each fiscal year.

## **6. Joint Responsibilities:**

1. TUSD and UA in collaboration will develop educational programs for Cooper Center.
2. TUSD and UA will meet once each semester
  - a. to review the Cooper Center Facility Master Plan to consider facility needs and designs to continuously support the mission and vision of the Cooper Center, and
  - b. to review the educational programs to ensure alignment with the development of the written educational curriculum.
3. Current TUSD and UA College of Education logos will appear on all information regarding the Cooper Center for Environmental Learning in conjunction with the Cooper Center logo.
4. TUSD and UA will work collaboratively to create and produce marketing and informational materials.
5. TUSD and UA will work together cooperatively in developing any partnership relating to Cooper Center.

## **7. Insurance and Liability:**

TUSD shall provide evidence of insurance as follows: commercial general liability in the amount of \$1,000,000 combined single limit, bodily injury and property damage or \$1,000,000 bodily injury, \$1,000,000 property damage. UA shall be named as additional insured for all operations performed within the scope of the Agreement. Automobile liability coverage for owned, non-owned and hired vehicles shall be provided with limits in the amount of \$1,000,000 combined single limit or \$1,000,000 bodily injury, \$1,000,000 property damage. All certificates of insurance must provide for a guaranteed thirty (30) days written notice of cancellation, non-renewal and material change. TUSD is self-insured for the first \$500,000 of liability and UA accepts such self insurance.

As an agency of the State of Arizona, UA is insured through a statutory program described in ARS 41-621, which TUSD acknowledges to be satisfactory for all purposes related to this Agreement.

## **8. Modification of Agreement**

A mutual act of the parties to this agreement is necessary to make any modification to the Agreement. No amendment or modification of this Agreement shall be valid or binding unless written and signed by all parties.

## **9. Conflict of Interest**

This Agreement is subject to the provisions of the Arizona revised Statutes (A.R.S. 38-511) and UA may cancel this agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of UA becomes an employee in any capacity of any party or a consultant to any other party with reference to the subject matter of this Agreement.

## **10. Termination**

Either party may terminate this Agreement upon thirty (30) days prior written notice.

**11. Disputes**

Any controversy or claim arising out of or relating to this Agreement, its execution or breach, and any damages allegedly suffered there from, first shall be submitted to negotiation between the Parties. To facilitate the amicable resolution of any controversy or claim, the aggrieved Party shall document the dispute or misunderstanding by promptly notifying the other Party in writing of the relevant facts, unresolved issues and the clarification or remedy sought. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified of the controversy or claim.

**12. Nondiscrimination**

The Parties agree to comply with the applicable State and Federal rules governing Equal Employment Opportunity, Nondiscrimination and Immigration.

**13. Notices**

Notices shall be in writing and deemed effective when sent, postage prepaid to:

<p>The University of Arizona  <u>Cooper Center for Environmental Learning</u>  <u>Colin Waite</u>  <u>P.O. Box 40400</u>  <u>Tucson, AZ 85717</u></p>	<p>Tucson Unified School District  <u>Regional Science Center</u>  <u>Joan Gilbert</u>  <u>2025 E. Winsett</u>  <u>Tucson, AZ 85719</u></p>
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Signed on behalf of the Parties:

Arizona Board of Regents  
University of Arizona

Tucson Unified School District

\_\_\_\_\_  
Contract Officer

\_\_\_\_\_  
Adelita Grijalva  
Governing Board President

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

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

Approval as to form

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, University of Arizona.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2014.

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

University Legal Counsel

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 \_\_\_\_\_, 2014.

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

Julie Tolleson  
General Counsel for TUSD