



INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

AND

TUCSON UNIFIED SCHOOL DISTRICT

The parties to this Intergovernmental Agreement ("Agreement") are The Arizona Board of Regents, University of Arizona, hereinafter "UA", and the Tucson Unified School District, hereinafter "AGENCY".

AUTHORITY

UA and AGENCY 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 establish the University of Arizona College of Education as the provider of instruction and transition services to AGENCY students enrolled in Project FOCUS as prescribed in the students' Individualized Education Program (IEP).

DURATION

This Agreement shall commence once fully executed and continue to June 30, 2021. The agreement will automatically renew each year thereafter for up to five additional years unless terminated by either party. Renewals may extend this agreement through June 30, 2026.

FUNDING

1. AGENCY will pay UA a fee per student based on the students educational disability label as derived from the Arizona Department of Education's Average Daily Maintenance (ADM) formula *ARS 15-901*. (*ARS 15-901 defines ADM as the total enrollment of fractional students, minus withdrawals, of each school day through the first one hundred days as applicable to for the current year*).
2. The fee will not exceed the amount AGENCY receives in ADM for the student.
3. The fee will be used to pay for all costs (excluding tuition, fees, and books) of the education and transition services as prescribed in the IEP for a Fall and Spring semester.

AGENCY shall make checks payable to *The University of Arizona* and remit to the following address:

University of Arizona Acct 4016330
Sponsored Projects Services/Bursar's Office
1303 E. University Blvd, Box 3
Tucson AZ 85719-0521

SERVICES TO BE PROVIDED BY UA:

1. Provide certified teachers and non-certified instructional staff to support AGENCY students to attend UA classes, complete necessary homework and projects as listed in the class syllabus.
2. Provide 720 hours of instruction in the course of a year.
3. Provide instructional support staff as needed for AGENCY students to learn to safely navigate the campus, participate in campus activities and access the UA student resources.
4. Participate in the recruiting and screening of students for Project FOCUS
5. Schedule and participate in an annual IEP meeting.
6. Report daily attendance to AGENCY representative
7. Report quarterly grades to AGENCY representative.

SERVICES TO BE PROVIDED BY AGENCY

1. Complete all necessary IEP and MET paperwork and progress reports. Report attendance and grades.
2. Recruit and refer students to Project FOCUS.
3. Participate in the Project FOCUS student screening process.
4. Assign a designated AGENCY staff person to be the Project FOCUS liaison and represent AGENCY at Project FOCUS meetings, events, and student meetings.

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 Governing Board in the case of AGENCY 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 provided for, required or permitted herein will be addressed to the following:

University of Arizona:

Sherry L. Esham, Director
Sponsored Projects Services
University of Arizona
P.O. Box 210158, Rm 515
Tucson, AZ 85721-0158

Tucson Unified School District:

Daniel Perino, Program Coordinator
Exceptional Education
Tucson Unified School District
1010 E 10th Street
Tucson, AZ 85719

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.

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 AGENCY 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 _____, 2016.

By: _____
Associate General Counsel

FOR AGENCY

Name: Dr. H.T. Sanchez

Title: Superintendent, Tucson Unified School District

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 _____, 2016.

By: _____
Agency General Counsel
Name: