

INTERGOVERNMENTAL SERVICES AGREEMENT

BETWEEN

Tucson Unified School District

AND

The Arizona Board of Regents on Behalf of The University of Arizona

This Intergovernmental Agreement, hereinafter called the “Agreement” is entered into pursuant to A.R.S. § 11-952, by and between The Arizona Board of Regents on behalf of The University of Arizona, College of Science, College of Social and Behavioral Sciences, Graduate College hereinafter called the “University, and Tucson Unified School District, hereinafter called “TUSD.”

Purpose:

The purpose of this agreement is to establish a collaborative TUSD/UA Integrated Ecology and Sustainability Program to provide a context for instruction and community engagement. The collaboration between TUSD and the University of Arizona will create a flagship program in ecology and sustainability and attract and diversify student enrollment.

This Integrated Ecology and Sustainability Program will include the following components:

1. Creation of a Pre-K to UA Pipeline incorporating a curricular continuum, to include an ecology and sustainability facet to existing STEM programs, for student cohorts to matriculate through:
 - Manzo Elementary
 - Mansfeld Middle School
 - Tucson High School
 - University of Arizona
2. Creation of a UA outreach and internship program to support the implementation of the curriculum at pipeline school sites through:
 - Community and School Garden Program
 - Graduate College (SFAZ and other graduate level outreach programs)
 - Biosphere 2
3. TUSD School Garden Network
 - Provide stability and support for both new and existing school gardens
 - Provide quality internship placements for UA Community and School Garden Program Interns
 - Support Farm to School initiatives
4. Community partnerships and outreach
 - Establish relationships with community partners
 - Celebrate program outcomes with the public
 - Market and brand programming to attract TUSD and UA student enrollment

Duration and Effective Date:

This Agreement is effective August 1st, 2014 for a term of five years, ending June 30th, 2019 unless extended or terminated in accordance with the terms of this Agreement. This Agreement may be terminated at any time by either party upon thirty days written notice with each party bearing its own costs.

The University agrees to do the following:

- Hire a part time (0.5 FTE) Ecology and Sustainability Program Coordinator who will be assigned to work with TUSD schools to implement and support the Ecology and Sustainability Program with a salary of \$25,000. As a part time employee (0.5 FTE), the position is benefits eligible (full benefits).
- This Program Coordinator will maintain a valid fingerprint clearance card at all times during the course of the program.
- Provide office space and other resources such as office supplies, e-mail and permitted technology access or information deemed appropriate as requested by the Ecology and Sustainability Program Coordinator.
- The Program Coordinator will provide liaison and coordination with the UA Graduate Director of Fellowships and Community Engagement as well as the UA Director of the Community and School Garden Program and the UA Director of Education and Outreach, Biosphere 2 to facilitate the placement of interns and graduate level outreach programs and enhance connections between B2 science education and outreach.
- The Program Coordinator will report to the Director of Community Outreach and Special Projects in the College of Social and Behavioral Sciences.
- Each intern or volunteer placed through this program will comply with the same fingerprinting requirement as that required of volunteers. A volunteer clearance card will be required for volunteers scheduled to tutor TUSD students.

TUSD agrees to do the following:

- Hire a part time (0.5 FTE) Ecology and Sustainability Program Coordinator who will be assigned to work with TUSD schools to implement and support the Ecology and Sustainability Program with a salary of \$25,000.
- Provide office space and other resources such as office supplies, e-mail and permitted technology access or information deemed appropriate as requested by the Ecology and Sustainability Program Coordinator.
- Provide the Ecology and Sustainability Program Coordinator appropriate and reasonable permitted access to TUSD school gardens and facilities.
- The Program Coordinator will report to the TUSD Food Services Director.

- The Program Coordinator will coordinate their work schedule with their direct supervisor or designee. A weekly schedule of 8:00 a.m. to 12:00 p.m. will vary Monday through Sunday at a .5 level depending on projects, programs and meetings assigned and/or required.
- The primary focus of the Ecology and Sustainability Program Coordinator is to work in coordination with assigned TUSD officials to develop a pre-K curricular pipeline and facilitate University of Arizona engagement within the program. The Ecology and Sustainability Program Coordinator will also provide sustainability site-design, program management and curricular support to school gardening programs district-wide.
- To meet with UA quarterly to monitor and support TUSD Ecology and Sustainability Program.
- Support the development of community partnerships.
- Promote parent education and involvement through various project activities.

Indemnity:

University shall maintain adequate insurance to cover employee worker's compensation and any liability arising from the acts and omissions of University's agents and employees arising out of the performance of this Agreement. University shall not be responsible for maintaining insurance coverage liability arising from the acts and omissions of TUSD's employees or agents.

TUSD shall maintain adequate insurance to cover employee worker's compensation and any liability arising from the acts and omissions of TUSD's agents and employees arising out of the performance of this Agreement. TUSD shall not be responsible for maintaining insurance coverage liability arising from the acts and omissions of employees of University.

Compliance with Laws:

Each party to this Agreement shall comply with all applicable federal, state and local laws, rules, regulations, standards and executive orders including but not limited to: the Family Education Rights and Privacy Act more commonly referred to as FERPA, Title VI of the Civil Rights Acts of 1964 and the American with Disabilities Act and Regulations thereto.

Conflict of Interest:

This Agreement may be terminated by any party upon the occurrence of the circumstances described in A.R.S. §38-511, which statute herein and by reference is incorporated into this Agreement.

Miscellaneous Terms:

1. Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between TUSD and the University, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
2. This Agreement may be revised or modified only by written amendment signed by both parties.

Notice:

Any written notice/communication provided for, required or permitted herein will be addressed to the following:

University of Arizona:

Contractual:

Technical:

Contract Officer
The University of Arizona
888 N. Euclid Room 515
Tucson, Arizona 85721

TUSD:

Contractual:

Technical:

Shirley Sokol
Director
TUSD Food Services
2150 E. 15th Street
Tucson, AZ 85719
520-225-4700

Joan Gilbert
Science Program Coordinator
Regional Science Resource Center
2025 E. Winsett
Tucson AZ 85719
520-225-4935

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the dates indicated below.

For University of Arizona

For Tucson Unified School District

Contract Officer

President of the Governing Board

Date: _____

Date: _____

REIWED AND APPROVED AS TO FORM:

Pursuant to A.R.S. § 11-952(D) the attorneys for the parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.

UNIVERSITY Legal Counsel Date

TUSD Legal Counsel Date