



## 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 on behalf of its College of Fine Arts, 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 UA developed music education programs to TUSD Schools on an as needed, as-required basis. The music education programs may include but are not limited to: Lead Guitar, UpBeat and Music First, herein referred to as “Program” or “Programs”. During the term of this Agreement, TUSD schools (“Participating School(s)”) may opt in or out of one or more Programs in advance of each academic school year as mutually agreed to by the parties, as further described in Exhibit A – Scope of Work.

### DURATION

This Agreement shall commence once fully executed and continue for the 2016-2017 academic school year. 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 30th, 2021.

### FUNDING

Most of the expense to the parties is anticipated to be paid by private and corporate donations, foundational support and with Arts in Schools grants from the Arizona Commission on the Arts. Participating Schools may be asked to contribute from \$1,000 - \$3,000 each, per academic

school year, depending on their budget and needs. For the anticipated term of this agreement, TUSD agrees to compensate the UA in an amount not to exceed \$220,000.00.

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

University of Arizona UA Presents Acct [TBD]  
888 N. Euclid Ave., Room 203  
Tucson, AZ 85721

**SERVICES TO BE PROVIDED BY UA:**

1. Provide qualified personnel to instruct TUSD students and teachers/staff members.
2. Provide textbooks, musical scores, evaluation and testing materials, teachers' guides and other required materials in digital or hardcopy form, as required.
3. Provide phone support, on-line support and video lessons for TUSD teachers/staff members.
4. If mutually agreed to by the parties for the program(s), organize and facilitate concerts for students performed by UA teaching staff at the participating School(s).
5. Co-organize and co-facilitate at least one student performance with and at the participating school(s).
6. Provide and host private lessons for the School's teachers of record for the Programs.
7. Organize, facilitate and host continuing education workshops on the campus of the University of Arizona as part of the Annual Summer Teachers Workshops.
8. Organize, facilitate and host a Gala Concert near the end of the school year in which excellent students in the Programs will be invited to perform in Holsclaw Hall or similar venue on the campus of the University of Arizona.
9. Where feasible, organize, facilitate and host master classes with touring concert musicians which teachers, parents and students from the Programs can observe or participate.

**SERVICES TO BE PROVIDED BY DISTRICT**

1. Each Participating School will provide UA with name and contact information for the staff member primarily responsible for the Programs' implementation. Any changes to the name or contact information during the term of this IGA shall be promptly provided to UA.

2. Each Participating School will ensure that it has completed all of the paperwork required by TUSD, including but not limited to purchase orders (POs), before the project start date each academic year. Each Participating School also understands that any late start as a result of a failure to complete TUSD required paperwork may result in lost instruction days at Participating School's expense.
3. TUSD will ensure that certified teachers participate with UA staff during all class times.
4. TUSD and each Participating School will inform UA of its policies concerning discipline, health and safety or any other policies relevant to the operation of the Programs.
5. Each Participating School will be responsible for the duplication, storage and distribution of course materials and other supplies required by UA.
6. Each Participating School will provide an appropriate space for the designated Programs and provide instruments and music stands as required.

### **PUBLIC COMMUNICATIONS**

Public communications, to include printed materials, press releases and other communications with the media, concerning the scope of this agreement and its implementation require the approval of both parties.

### **COPYRIGHT USAGE**

TUSD acknowledges that any physical work product generated and any sound or visual recordings made in the course of this Agreement are the sole and exclusive property of UA. TUSD waives any and all claims of whatever kind and character including any claim of patent, copyright, or other legal interest in and to such property. Further, it is agreed that if the likeness of any individual's person or voice is to be a part of any artistic production developed in conjunction with this Agreement, both parties will ensure the individual or their legal guardian has signed a release authorizing use of his or her likeness or voice.

### **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 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 provided for, required or permitted herein will be addressed to the following:

University of Arizona:  
Stepen Harsy, PhD - Director  
Contract & Research Support Program  
University of Arizona  
P.O. Box 210158, Rm 515  
Tucson, AZ 85721-0158

Tucson Unified School District  
Assistant Superintendent of  
Curriculum & Instruction  
Tucson Unified School District  
1010 E 10<sup>th</sup> 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 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 \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Associate General Counsel



**FOR TUCSON UNIFIED SCHOOL DISTRICT**

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

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 Tucson Unified School District.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
General Counsel