



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 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 multi-day science inquiry programs to TUSD schools and students as well as to provide UA developed science teacher professional development. These programs may include but are not limited to: Sky School Summit programs at the Steward Observatory Station on Mt. Lemmon, Sky School City programs, and Sky School Teacher Professional Development, herein referred to as “Program” or “Programs.” During the term of this agreement, the schools listed in Exhibit A will participate in UA programs, and additional schools may opt in or out of one or more programs, as mutually agreed to by the parties.

DURATION

This Agreement shall commence once fully executed and continue through the 2018-2019 Academic School Year. The agreement will automatically renew thereafter for one additional year unless terminated by either party. Renewals may extend this agreement through June 30th, 2021.

FUNDING

For the anticipated term of this agreement, TUSD agrees to compensate the UA, based on student enrolment in Programs. Each year, at a minimum, TUSD agrees to compensate the UA for participation of the schools identified in Exhibit A, and not to exceed \$150,000, as further described in Exhibit A – Budget/Payment Schedule.

During the term of this agreement, TUSD guarantees that a portion of the funds used to pay for Programs are from Federal Department of Education sources.

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

Sponsored Projects Services/Bursar (Account #)
1303 E. University Blvd, Box 3
Tucson, AZ 85719-0521

This agreement will be valid for 1 academic year, through June of 2019, at which time it will be reevaluated and updated to reflect any changes in partnerships with schools.

SERVICES TO BE PROVIDED BY UA:

Fee-based services

1. Organize and deliver immersive science inquiry programs in the Catalina Mountains at the Steward Observatory Mount Lemmon station, or at the TUSD school campus for schools as described in Exhibit A.
 - a. Program fees are all inclusive and cover: Instruction; curricular materials and supplies; and for mountain-based programs also include dormitory lodging; all meals and snacks (except sack lunch on day of arrival); and, use of University telescopes.
 - b. Students are required to bring appropriate clothing and footwear for being outside, and for mountain-based programs a sleeping bag or blankets and pillow, as well as any personal hygiene items.
2. At the request of other TUSD schools, organize and deliver immersive science inquiry programs in the Catalina Mountains at the Steward Observatory Mount Lemmon station for our Summit programs, or at a school or local public space for our City program.

In-kind services

The following additional services may be provided at no cost to schools that are attending our 2 or 3-night Summit programs (Sky Island Survey or Flagship Research) or participating in our City program. Offerings for each school will vary depending on scheduling and staff availability.

3. Collaborate with the TUSD- Science Resource Center on design and approval of teacher professional development to be delivered to participating teachers.
4. Support STEM nights and other programming at schools through guest speakers, star gazing, etc.

SERVICES TO BE PROVIDED BY TUSD

1. No later than May 31st, 2018, request dates to schedule schools listed in Exhibit A to participate in Sky School programs during the 2018-2019 academic year.
2. Ensure that all TUSD schools intending to schedule programs are aware of this agreement and its provisions, including Exhibit A – Budget/Payment Schedule, which includes the payment and refund policy.

3. Each participating school will provide UA with name and contact information for the teacher primarily responsible for the Program planning and implementation, as well as the school principal. Any changes to the name or contact information during the term of this IGA shall be promptly provided to the UA.
4. Each participating school will ensure that it has completed all of the paperwork required by TUSD, including but not limited to purchase orders (PO's), 30 days before the program start date, for each program.
5. Each participating school will ensure that it has completed and submitted to the UA all of the paperwork required by the UA (e.g. student waivers and medical forms), 10 calendar days prior to the start of a program.
6. TUSD shall coordinate and provide transportation for schools participating in UA Sky School programs.
7. Each participating school shall provide adult chaperones at a ratio of no more than one adult per 8 students, at no additional charge. A charge of 50% of the participant cost of the program delivered will be added for each adult chaperone in excess of this ratio, to be added to the total cost of the program. In no case shall there be less than one chaperone per 10 students.

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:
Alan Strauss, Director
University of Arizona Sky School
1540 E. 2nd St.
Tucson, AZ 85721

TUSD:
Janna Acevedo
Director, Magnet Programs
1010 E. 10th St.
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 to 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 _____, 2018.

By: _____
Associate General Counsel

FOR TUSD

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 [AGENCY NAME].

Dated this ____ day of _____, 2018.

By: _____
Agency General Counsel

Exhibit B – Budget/Payment Schedule

Following are the published program rates for all Schools:

<i>Summit</i> programs (within the Coronado National Forest and our Mt. Lemmon campus)				<i>City</i> program (takes place in school yard, park, or other urban area)	
	Exploring the Sky Islands	Sky Island Survey	Flagship Research	Daytime Field Course	Urban Research
<i>Program length</i>	2 days, 1 night	3 days, 2 nights	4 days, 3 nights	1day (no night program)	3 days (no night program)
<i>Suggested grades</i>	5 th - 7 th	6 th - 9 th	8 th - 12 th	K-12 th	3 rd -12 th
<i>Group size (# students)</i>	20 - 50	20-50	20 - 50	20 minimum	20 minimum
<i>Price (standard)</i>	\$110/student	\$200/student	\$285/student	\$50/student	\$140/student
<i>Price (Title I)</i>	\$90/student	\$165/student	\$235/student	\$40/student	\$110/student

Minimum agreed upon compensation:

At a minimum, TUSD agrees to compensate the UA in the amount of \$97,100 for participation of schools listed on the following table, according to the published rates above and school participant numbers below. Note that if enrollment exceeds the number of students listed, an additional per person charge will be due the UA according to published rates.

School	Grades	Service	Cost
	4th	Urban Research (70 students)	\$7,700
	3rd	Daytime Field Course (70 students)	\$2,800
	5th	Exploring the Sky Islands program (30 students).	\$2,700
		Urban Research Program (70 students)	\$7,700
		Daytime Field Course (70 students)	\$2,800
	5th	Exploring the Sky Islands Program (30 students)	\$2,700
	7th/8th	Sky Island Survey (20 students)	\$3,300
Borton	3 rd or 4 th	Urban Research program (70 students)	\$7,700
Dodge	7 th /8 th	Sky Island Survey (20 students)	\$3,300
Drachman		Urban Research program (50 students)	\$5,500
Holladay		Urban Research program (40 students)	\$4,400
Mansfeld	7 th and 8 th	Sky Island Survey program (20 students)	\$3,300
Palo Verde	9 th /12 th	Flagship Research program (20 students)	\$4,700
Tucson High	9 th /12 th	Flagship Research program (20 students)	\$4,700
Pueblo	9 th /12 th	Flagship Research program (20 students)	\$4,700
Santa Rita	9 th /12 th	Flagship Research program (20 students)	\$4,700
	4 th	Urban Research (50 students)	\$5,500
	5 th	Exploring the Sky Islands (40 students)	\$3,600
Grand Total			\$81,800

Additional charge and payment terms

Each participating school shall provide adult chaperones at a ratio of no more than one adult per 8 students, at no additional charge. A charge of 50% of the participant cost of the program delivered will be added for each adult chaperone in excess of this ratio, to be added to the total cost of the program. In no case shall there be less than one chaperone per 10 students.

Full Payment for programs listed above will be due within 30 calendar days of the scheduled final day of each program. Should any of the above participating schools fail to meet the terms of this agreement or arrive for a scheduled program, TUSD shall still pay 100% of the amounts above.

Should a participating school want to move dates within the school year, UA will make a good faith effort to make the transition. Unfortunately, UA cannot guarantee a move and in the event TUSD needs to cancel, full payment of the quoted amount is still due.

Should a cancellation become necessary within four (4) weeks of your program or use date, the district/school will be charged 100% of the reserved program fee. Cancellations between four (4) and eight (8) weeks of the agreement date may be charged 50% of the reserved program fee. Cancellations that take place at least eight (8) weeks in advance or due to extreme weather considerations will not be charged a fee. Sky School will work with the district/school to ensure that each trip happens as planned or that an alternative field trip date can be arranged.