

**SCIENCE RESOURCE CENTER KIT RENTAL AGREEMENT  
BETWEEN  
TUCSON UNIFIED SCHOOL DISTRICT  
AND  
FLOWING WELLS SCHOOL DISTRICT**

**Tucson Unified School District** (“TUSD”) of Tucson, Arizona agrees to provide services to **Flowing Wells Unified School District** during the period July 1, 2017 to June 30, 2020 subject to annual review for performance by both parties. For this purpose, TUSD and Flowing Wells School District mutually agree on the following:

1. Location:  
Flowing Wells Unified School District (hereinafter, “FWUSD” or “partner”), is located at 1556 W. Prince Road, Tucson, AZ 85705.
2. Purpose of the Rental Agreement between TUSD and FWUSD:
  - a) To provide science kits/units correlated to the State Science Standards to FWUSD for the purpose of enhancing science education.
  - b) To provide professional development as requested by FWUSD to support the implementation of the science kits/units as well as State Science Standards.
3. Term:  
The term of this Agreement is from July 1, 2017 to June 30, 2020.  
The parties have authority to enter into this Agreement pursuant to the provisions of A.R.S. § 15-1108.
4. TUSD will:
  - a) Provide a list of K8 science kits by grade level for partner to select from (Attachment A).
  - b) Provide partner with a cost sheet for each kit by grade level, replacement of non-consumable items, transportation fee(s) and extension of kit use fee (Attachment B).
  - c) Provide partner with a delivery/pick-up schedule (upon recite of signed Agreement).
  - d) Deliver and pick-up kits as identified by schedule.
  - e) Send an invoice to FWUSD within thirty (30) days of kit pick-up.
5. TUSD upon request will provide professional development opportunities by a trained facilitator for the following:
  - a) K-8 Foundational courses (minimum of 9 hours not to exceed 15 hours) provided by a trained facilitator after school or in the summer.
  - b) Science Education topics (e.g. Science Notebooks, 3-Dimensional Science) taught by a trained facilitator using a hybrid approach (e.g. Study Groups, On-line, Face-to-Face).
  - c) Send an invoice for professional development services within thirty (30) days of services provided.
6. FWUSD will:
  - a) Pay TUSD for kits received within thirty (30) days of receipt of invoice.
  - b) Pay TUSD for services rendered and costs incurred within thirty (30) days of receipt of invoice.
  - c) Reimburse TUSD for loss of any non-consumable item(s)/kit at replacement cost.

7. Joint Responsibilities:  
a) TUSD and FWUSD will communicate changes to the delivery/pick-up schedule within 2 days of agreed upon schedule.  
b) TUSD and FWUSD will schedule an annual consultation to review options available through Agreement.
8. Insurance and Liability:  
TUSD and FWUSD must maintain minimum liability and workmen's compensation insurance as required by state law and the Federal Acquisitions Regulations. Neither party to this Agreement is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party agrees to indemnify and hold the other party harmless for any claims arising from the conduct of the others.
9. Modification of Agreement:  
A mutual act of the parties to this Agreement is necessary to make any modification to this Agreement. No amendment or modification of this Agreement shall be valid or binding unless written and signed by both the TUSD and FWUSD.
10. 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.
11. Termination:  
Either party may terminate this agreement upon ninety (90) days advance notice to the other party. Upon termination:  
a. FWUSD will pay TUSD for the cost of any kits TUSD scheduled for the Agreement year.  
b. Payments and credits under this termination provision shall be in accordance with Attachment #1 of this Agreement.
12. Non-Discrimination:  
The parties agree to comply with the applicable State and Federal rules governing Equal Employment Opportunity and Non-Discrimination, and immigration.
13. Notices  
Notices shall be in writing and deemed effective when sent, postage prepaid to:

**TUSD Science Center Contact**  
Dr. Kristina Allen  
TUSD Regional Science Resource Center  
2025 E. Winsett  
Tucson AZ 85719  
[Kristina.allen@tusd1.org](mailto:Kristina.allen@tusd1.org)

**TUSD Financial Contact**  
(remit payment to):  
Ms. Sabra Castle  
District Cashier  
TUSD  
1010 E. Tenth Street  
Tucson, AZ 85719  
[Sabra.Castle@tusd1.org](mailto:Sabra.Castle@tusd1.org)

**FOR: Tucson Unified School District:**

Date \_\_\_\_\_  
\_\_\_\_\_ Michael Hicks, Governing Board President

Date \_\_\_\_\_  
\_\_\_\_\_ Gabriel Trujillo, Ed.D. Interim Superintendent

Date \_\_\_\_\_  
\_\_\_\_\_ Name and Title:

**FOR: Flowing Wells Unified School District:**

Date \_\_\_\_\_  
\_\_\_\_\_ Name and Title: Dr. Kevin Stoltzfus, Associate Superintendent

Date \_\_\_\_\_  
\_\_\_\_\_ Name and Title:

Date \_\_\_\_\_  
\_\_\_\_\_ Name and Title:

## **Attachment B**

### **Kit Prices:**

#### **K-5 Kit Services**

- K-2 students (3 units/grade level) \$110/unit - \$330 per classroom per year
- 3-5 students (4 units/grade level) \$110/unit (10 week units[3]) & \$55/mini unit-\$385 per classroom per year
- 6-8 students (3 units/grade level) \$710/unit OR ½ Tier for 80 students or fewer at \$365.00/unit
- School District will receive access codes for the FOSS online resources
- Request to extend use of kits beyond scheduled pick-up date will result in an additional cost of kit at original price (see prices above)

### **Professional Development Prices:**

#### **Professional Development Services**

- K-8 Foundation Courses (9 hours not to exceed 15 hours) (as scheduled by the TUSD Regional Science Resource Center)  
\$80 per teacher
- K-5 Science Notebook Study Group  
\$80 per teacher (8-10 hrs – includes book)
- Other science and integrated PD as requested by Flowing Wells Unified School District  
\$70.00 per hour

### **Transportation for Delivery & Pick-up of Kits:**

- Delivery \$50 to one school (in town), \$5 for each additional school during one day

### **Replacement Cost for Non-Consumable Item(s):**

- Price Sheet will be provided when TUSD receives signed IGA