

INTERGOVERNMENTAL AGREEMENT
BETWEEN

ARIZONA BOARD OF REGENTS
ON BEHALF OF
THE 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 on behalf of The University of Arizona (UA Think Tank Program), hereinafter “UA” and Tucson Unified School District No. 1 of Pima County hereinafter “TUSD”

AUTHORITY

The UA and TUSD are authorized to enter into this Agreement pursuant to the Provisions of A.R.S. #15-131 et seq., #11-951 and #15-1625.

PURPOSE

To provide low-income TUSD students with the opportunity to participate in a University of Arizona SAT preparation class for less than the normally charged fee.

To provide low-income TUSD students with scholarships ranging from \$50-\$300, provided by both the UA and TUSD, in order to offset the \$300 cost of the SAT Preparation class (Think Tank).

To encourage low-income TUSD students to attend college by providing them with a support class for a required college entrance exam.

SERVICES TO BE PROVIDED BY THE UNIVERSITY

1. UA will provide two SAT preparation course sessions available in the 2014-2015 school year. The total class enrollment will be capped at 25 students for each session and at least 1/3 of total enrollment for each session will be available for TUSD scholarship students who will be able to take the course, normally offered for \$300, for the reduced amount of \$100.
2. Students to be considered for the \$200 scholarships are those who are identified as living in a low-income family, as verified by school counselors.
3. If/when scholarship seats are granted, AND overall enrollment is low, AND date of course is approaching, UA may make available more seats for scholarship students.

SERVICES TO BE PROVIDED BY DISTRICT

1. TUSD will advertise the UA Think Tank program and encourage high school students to apply for the program and the scholarships provided by the UA.
2. TUSD will provide an additional scholarship for each eligible student in the amount of no less than \$50 and no more than \$100.
3. Each student will be asked to pay no more than \$50 for the course.
4. TUSD will confirm the student's eligibility as a low income student for the program.

STATE OBLIGATION

The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year or funding becomes otherwise not legally available, the Board of Regents may reduce the scope of the agreement if appropriate or cancel the agreement without further duty or obligation. The Board agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

DURATION

This Agreement shall commence once fully executed and continue for the 2014-2015 school year. The agreement will automatically renew for up to three years unless terminated by either party.

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:
Sponsored Projects Services
University of Arizona
P.O. Box 210158 Rm. 510

Tucson Unified School District
Martha Taylor, Director
Advanced Learning
Tucson Unified School District

Tucson, AZ 85721-0158

1010 E.10th St.
Tucson, AZ 85719

RISK MANAGEMENT

The parties to this Agreement recognize that the University is self-insured under the Arizona State Risk Management Program, and to the extent that benefits are available under A.R.S. §41-621, University agrees to be responsible for claims resulting from actions of the District's participant while performing functions under the direction and control of the University. The University shall not be responsible for claims resulting from actions of the District's participant which are not in the normal course and scope of the District's participant's duties under this Agreement.

ARBITRATION

In the event of a dispute under the agreement, the parties agree to use arbitration to the extent required under A.R.S. §12-1518 and A.R.S. §12-133.

NON-DISCRIMINATION

The parties agree to be bound by applicable State and federal rules governing Equal Employment Opportunity and Non-Discrimination. The parties recognize that the District is, in addition, bound by District affirmative action requirements for personnel hiring.

FUNDING

The parties recognize that the performance of this agreement may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the scope of the agreement may be reduced or canceled. If during the term of this Agreement, the District's participant should be unable to fulfill the responsibilities of the Associate Director, funds distributed to the District for the Program will be returned to the University, prorated to time served.

CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511 regarding Conflict of Interest.

ARIZONA BOARD OF REGENTS
ON BEHALF OF
THE UNIVERSITY OF ARIZONA TUCSON UNIFIED SCHOOL DISTRICT

Name: Lewis Barieri
Title: Director, Office of Research
and Contracts Analysis
Date: _____

Name: Adelita Grijalva
Title: President, Governing Board
Date: _____

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 _____, 2014.

By _____
Julie Tolleson, General Counsel

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 University of Arizona.

Dated this _____ day of _____, 2014.

By _____
Mary de Ranitz, Associate General Counsel