

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE PASCUA YAQUI TRIBE
AND
TUCSON UNIFIED SCHOOL DISTRICT**

This Agreement is entered into by and between the Pascua Yaqui Tribe (“Tribe”), a federally recognized Indian tribe located at 7474 S. Camino de Oeste, Tucson, Arizona 85745, and Tucson Unified School District (“TUSD”), an Arizona public school district having its principal place of business at 1010 E. Tenth St., Tucson, Arizona 85719.

In consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Purpose

The parties intend for Pascua Yaqui language instruction to be provided to TUSD students at Cholla High School, 2001 W. Starr Pass Blvd., Tucson, Arizona 85713.

2. Scope of Work

Tribe shall provide a Pascua Yaqui language teacher and teacher’s assistant to TUSD for assignment to Cholla High School during the term of this Agreement. The teacher and teacher’s assistant shall meet the respective requirements and specifications set forth in Exhibit A, which is attached hereto and incorporated herein, and shall perform in accordance with the same. The teacher will teach, and teacher’s assistant will help teach, one class period per day of a Pascua Yaqui language course at Cholla High School.

3. Tribal Contract Representative

The PYT Department of Education Director is the Tribe’s Representative responsible for the management and supervision of this Agreement. His contact information is Mario Molina, 520-883-5050.

4. Term

The term of this Agreement shall be effective as of August 2, 2018 and shall continue through May 24, 2019 (the “2018-19 School Year”).

5. Termination

This Agreement may be terminated by any party by giving 30 days' written notice to the other party of the intent to terminate. Should this Agreement be terminated prior to the end of the 2018-19 School Year, the Tribe shall have no liability for any TUSD student’s failure to obtain required educational benchmarks and/or credits towards graduation.

6. Teacher Status

The parties acknowledge that the teacher and teacher’s assistant will at all times be considered employees of the Tribe and not of TUSD. TUSD shall not be responsible for providing any compensation, expense reimbursement, or benefit (fringe or otherwise) to the teacher or teacher’s

assistant, including, but not limited to, unemployment insurance and worker's compensation benefits.

7. Own Acts Responsibility

Each party shall be responsible for the acts and omissions of itself and its employees, directors, officers, and agents. This Agreement shall not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act or omission of the other party or its employees, directors, officers, and agents. This Section shall not constitute a waiver by either party of any rights to indemnification, contribution or subrogation which the party may have by operation of law.

8. Confidentiality

The Parties acknowledge that in the performance of this Agreement, the teacher and teacher's assistant will have access to confidential information, including, but not limited to student information protected by Federal and State law. Tribe shall maintain such information in the strictest confidence, and shall not disclose such confidential information without TUSD's prior written permission, except to the extent necessary to perform the services under this Agreement and in accordance with applicable law.

9. No Partnership

This Agreement does not create an agency, partnership, or joint venture between or among the parties. Neither party will have any right, power, or authority to create any obligation or responsibility on behalf of the other.

10. Notices

All notices required under this Agreement, including payments, requests, demands, shall be in writing, and delivered to the other party by certified mail, express mail or personal delivery. All notices will be addressed to:

Tribe:

Education Department,
Pascua Yaqui Tribe
7474 S. Camino De Oeste
Tucson, AZ 85757

TUSD:

Silverbell Assistant Superintendent's Office,
Tucson Unified School District
1010 E. 10th St.
Tucson, AZ 85719

With a courtesy copy to
(which copy does not constitute service):

Office of the Attorney General
7777 S Camino Huivisim, Bldg.C
Tucson, AZ 85757

TUSD Legal Department
1010 E 10th
Tucson, AZ 85719

11. Dispute Resolution

The parties' designated representatives are authorized to negotiate and attempt to resolve any dispute arising out of or relating to this Agreement. Nothing herein prevents the designated parties from referring the matter to a higher level of management for resolution. The designated parties are as follows:

Tribe:

Name: Mario Molina
Title: Director of Education
(Address) 7474 S. Camino De Oeste
(Phone) 520-883-5050
(Email) Mario.molina@pascuayaqui-nsn.gov

TUSD:

Name: Brian Lambert
Title: Silverbell Assistant Superintendent
(Address) 1010 E. 10th
(Phone) (520) 225-6280
(Email) brian.lambert@tusd1.org

Any party may give the other party written notice of dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notices shall include with reasonable particularity (i) a statement of the party's position and a summary of arguments supporting that position, and (ii) the proposed resolution. Within 30 days of delivery of the notice, unless agreed otherwise, the parties shall meet at a mutually acceptable time and place.

All offers, agreements, and statements, whether oral or written, made in the course of negotiation by any of the parties, their agents and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

If the parties do not resolve the dispute, either party may terminate the Agreement according to the Termination provisions set forth in Section 5.

12. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Pascua Yaqui Tribe, provided that nothing herein shall be interpreted as an express or implied waiver of the parties' immunity from suit in any forum or in any jurisdiction.

13. Amendments

Any amendments to this Agreement shall be in writing and signed by both parties.

14. Assignment

Neither this agreement nor any obligation of the parties hereunder may be assigned in whole or part without the prior written consent of the other party.

15. Successors and Assigns

This agreement shall be binding upon and inure to the benefit of the parties and their

respective successors and assigns.

16. Construction

If there is any conflict or inconsistency between the provisions of this Agreement and any attachment, this Agreement shall control. This Agreement was arrived at by the mutual negotiations of the parties and no rule of construction that a document shall be interpreted or construed against the drafter shall apply.

17. Waiver

Waiver of any provisions of this Agreement or of a party's rights or remedies under this Agreement shall be in writing. No waiver shall be constitute a waiver of subsequent breach.

18. Headings

The section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

19. Severability

If for any reason any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, unenforceable, illegal, or inoperable, its invalidity shall not affect the validity and effect of the other provisions hereof.

20. Entire Agreement

This Agreement which includes any attachments, contains the entire agreement of the parties and cannot be changed except by a writing signed by the parties. This Agreement supersedes all previous communications, representations, understandings, and agreements, either written or oral, between the parties with respect to the subject matter hereof

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement as of the day and year set forth below:

Pascua Yaqui Tribe:

TUSD:

Robert Valencia
Printed Name

Printed Name

Signature

Signature

Chairman, Pascua Yaqui Tribe
Title

Title

Date

Date

Exhibit A

Job Descriptions