

**SCIENCE RESOURCE CENTER KIT RENTAL AGREEMENT
BETWEEN
TUCSON UNIFIED SCHOOL DISTRICT
AND
St. Cyril of Alexandria School**

Tucson Unified School District (“TUSD”) of Tucson, Arizona agrees to provide services to **St. Cyril of Alexandria School** during the period September 1, 2017 to June 30, 2018 subject to annual review for performance by both parties. For this purpose, TUSD and St. Cyril of Alexandria School mutually agree on the following:

1. Location: St. Cyril of Alexandria School (hereinafter, “St. Cyril” or “partner”), is located at 4725 E. Pima Street, Tucson, AZ 85712.
2. Purpose of the Rental Agreement between TUSD and St. Cyril:
 - a) To provide science kits/units correlated to the State Science Standards to St. Cyril for the purpose of enhancing science education.
 - b) To provide professional development as requested by St. Cyril to support the implementation of the science kits/units as well as State Science Standards.
3. Term:

The term of this Agreement is from September 1, 2017 to June 30, 2018.
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, and extension of kit use fee (Attachment B).
 - c) Teacher will pick-up and return kits from Science Resource Center.
 - d) TUSD will deliver any missing science kit item(s) if request is received within 4 days of teacher picking up kit.
 - e) Send an invoice to St. Cyril 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. St. Cyril will:
 - a) St. Cyril will inventory science kit resources within 3 days of picking up the kits from the Science Resource Center (SRC) and communicate to TUSD SRC within 4 days of pickup of any missing items.
 - b) Pay TUSD for kits received within thirty (30) days of receipt of invoice.
 - c) Pay TUSD for services rendered and costs incurred within thirty (30) days of receipt of invoice.
 - d) Reimburse TUSD for loss of any non-consumable item(s)/kit at replacement cost.

7. Joint Responsibilities:
 - a) TUSD and St. Cyril will communicate changes to the delivery/pick-up schedule within 2 days of agreed upon schedule.
 - b) TUSD and St. Cyril will schedule an annual consultation to review options available through Agreement.

8. Insurance and Liability:
TUSD and St. Cyril 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 St. Cyril.

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. St. Cyril 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 #B 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

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

FOR Tucson Unified School District:

Date: _____

Michael Hicks, Governing Board President

Date: _____

Gabriel Trujillo, Ed.D. Superintendent

Date: _____

Name and Title:

FOR: St. Cyril of Alexandria School:

Date: _____

Name and Title:

Date: _____

Name and Title:

Date: _____

Name and Title:

Attachment B

Kit Prices:

K-5 Kit Services

- K-2 students (3 units/grade level) \$95/unit - \$285 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 St. Cyril
\$70.00 per hour

Replacement Cost for Non-Consumable Item(s):

- Price Sheet will be provided when TUSD receives signed IGA