

**INTERGOVERNMENTAL SERVICES AGREEMENT**

**BETWEEN**

**Arizona Board of Regents-University of Arizona**

**AND**

**Tucson Unified School District**

This Intergovernmental Agreement, hereinafter called the “Agreement” is entered into by and between The Arizona Board of Regents, on behalf of The University of Arizona, a land-grant state educational institution, hereinafter called “University”, and Tucson Unified School District No.1 of Pima County, a school district organized under the laws of the State of Arizona, hereinafter called “TUSD”, for the joint exercise of powers for the purpose of operating and facilitating the Masters of Educational Leadership and Certification program.

In consideration of the mutual agreements set forth herein, the University and TUSD will cooperate as described herein.

**Authority**

The University and the District are authorized to enter into this Agreement pursuant to Arizona Revised Statutes § 15-1625(B)(2), § 11-952, and 15-342(13)

**Purpose**

The purpose of this Agreement is to allow the University and TUSD to collaboratively develop and support eligible TUSD teachers to pursue a Master’s degree in Educational Leadership (tailored to the District needs), ultimately preparing them to take principal roles within TUSD.

**Duration and Effective Date**

This Agreement is effective July 1, 2014 for a term of three years unless extended or terminated in accordance with the terms of this Agreement. This Agreement may be terminated at any time by either party upon thirty days written notice with each party bearing its own costs.

**Scope of Work**

**The University agrees:**

- Admitting at least 15 emerging or existing TUSD leaders that represent the demographics of the district each year for three years into the Masters of Educational Leadership and Certification program, which includes a strong research to practice component. Students will enroll through the Outreach College.
- Screening and approving students recommended by TUSD.

- Ensuring that courses meet the needs of TUSD emerging leaders by using district examples, procedures, and templates in classes.
- Providing mentors: Each faculty member will serve as a mentor to a small group of the TUSD emerging leaders enrolled in the EDL program.
- Providing each graduate student enrolled in this program a graduated scholarship for four semesters, excluding summer semester (\$400 for the first semester, \$500 for the second semester, \$600 for the third semester and \$700 for the fourth semester).
- Bill TUSD students for the class tuition and appropriate University fees for three designated courses. TUSD student tuition will be paid through the University Outreach College. The tuition and fees setting will follow standard University and ABOR process. The payment deadline date will be 30 days from the day the student registers. Refunds (as per standard UA policy) will be available up to 3 weeks from the 1<sup>st</sup> day of class. If a student still needs to drop after 3 weeks then students/parents can petition Janet Harkins, Outreach College Registration Manager who will work with them on a case-by-case basis.
- Enter grades for all TUSD students as per UA data system.
- Provide all the rights and privileges of University students including access to library and computing resources and access to student activities and services (some of these may require additional fees).

**TUSD agrees to do the following:**

TUSD will identify at least 15 current or aspiring leaders each year for three years into the Masters of Educational Leadership and Certification program by:

- Marketing, recruiting, and recommending at least 15 emerging or existing TUSD leaders that represent the demographics of the district each year for three years into the Masters of Education in Educational Leadership and Certification program
- Providing district examples, procedures, and templates for courses
- Identifying individuals in the district to serve as professional mentors.
- Providing each graduate student enrolled in this program a scholarship (cost of course for each emerging leader for three designated courses - EDL 563, EDL 567, EDL 696a (CIV 74-204, IV. Professional Support. 1.3.) in the entire program leading to the Masters of Education in Educational Leadership.
- Providing three weeks release time for internships (this has been a traditional practice paid for through Title II funds); TUSD will match mentor principals with the principal interns within this program.

**Miscellaneous Terms**

1. The parties agree to comply with all applicable laws. The parties will not discriminate against any employee or applicant due to race, color, religion, sex, or national origin and in this regard they will comply with all applicable federal and state employment laws rules and regulations; including the Americans with Disabilities Act.
2. Each party to the Agreement warrants compliance with A.R.S. § 41-4401 and A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.
3. The parties agree that should a dispute arise between them, in any manner, concerning this Agreement, and said dispute involves the sum of Fifty Thousand Dollars (\$50,000) or less in money

damages only, exclusive of interest, cost or attorneys' fees, the parties will submit the matter to Binding Arbitration pursuant to the Arizona Arbitration Act, ARS § 12-1501, et seq., (the "Act") whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this paragraph. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

4. 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 University or the TUSD 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.
5. This Agreement is subject to the provisions of A.R.S. § 38-511. The State of Arizona may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of the other party or a consultant to the other party with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.
6. Both parties agree to comply with the requirements of the Family Education Rights and Privacy Act more commonly referred to as FERPA.
7. Nothing in this Agreement will be construed as establishing a partnership, joint venture or similar relationship between TUSD and the University, and nothing in this Agreement will be construed to authorize either party to act as agent for the other, and neither party is liable for the wrongful acts or negligence of the other.
8. This Agreement may be revised or modified only by written amendment signed by both parties.

## Notices

Any written notice/communication provided for, required or permitted herein will be addressed to the following:

### University of Arizona:

Contractual:  
Lewis Barbieri, Director  
Contracting & Research Services  
University of Arizona  
888 N. Euclid Ave., Room 515  
Tucson, Arizona 85721  
[crs-ord@email.arizona.edu](mailto:crs-ord@email.arizona.edu)

Technical:  
Lynette Brunderman, PhD  
Education Policy Studies and Practices  
University of Arizona  
1430 East 2<sup>nd</sup> Street  
Tucson, Arizona 85721  
[nadja@email.arizona.edu](mailto:nadja@email.arizona.edu)

TUSD:

Adrian Vega  
Deputy Superintendent  
Teaching and Learning  
Tucson Unified School District  
1010 E. 10<sup>th</sup> St.  
Tucson, AZ 85719  
[adrian.vega@tusd1.org](mailto:adrian.vega@tusd1.org)

Richard Foster  
Director  
Professional Development  
Tucson Unified School District  
108 N. Park  
Tucson, AZ 85719  
[richard.foster@tusd1.org](mailto:richard.foster@tusd1.org)

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the dates indicated below.

For Arizona Board of Regents, on behalf  
of The University of Arizona

For Tucson Unified School District

\_\_\_\_\_  
Lewis Barbieri  
Director, Contracting & Research Services

\_\_\_\_\_  
President of the Governing Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

REVIEWED AND APPROVED AS TO FORM:

Pursuant to A.R.S. § 11-952(D) the attorneys for the parties hereto have determined that the foregoing Agreement is in proper form and is within the powers and authority granted to each respective body under the laws of the State of Arizona.

\_\_\_\_\_  
University Associate General Counsel      Date

\_\_\_\_\_  
TUSD Legal Counsel                              Date