

**TUCSON SCHOOL DISTRICT
THE UNIVERSITY OF VIRGINIA SCHOOL TURNAROUND
SUSTAINABILITY PROGRAM AGREEMENT
2016-2017**

This University of Virginia School Turnaround Sustainability Program Agreement (the “Agreement”), dated as of September 16, 2016 (the “Commencement Date”), by and between the University of Virginia Darden School Foundation, on behalf of the Darden/Curry Partnership for Leaders in Education (the “PLE”) and Tucson School District (the “Client”).

RECITALS

WHEREAS, the PLE has developed the University of Virginia School Turnaround Sustainability Program (the “Program”) and is providing executive education programs, materials and services on a timely basis to education leaders engaged in executive school turnaround initiatives; and

WHEREAS, Client wishes to contract with the PLE so that select school district and Client personnel may participate in the Program.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of the Program

The Program is designed as a one-year program will focus on building leadership capacity to accomplish the following components:

- Developing organizational vision on what strategic capabilities are most needed to move to sustainable, high performance.
- Helping school leadership team members become transformational agents. Define or enhance the ambitious role of school leadership teams and how those team members champion organizational change and day-to-day efforts that matter for sustainability.
- Designing, launching and executing an innovative project that creatively leverages talent and resources to advance capabilities most needed to achieve sustainability.
- Informing continued redesign of the central office to institutionalize lessons learned during the initial turnaround effort and spread those learnings district(s) wide.

2. Statement of Work

PLE Agrees to deliver the Program as set forth in the Statement of Work.

3. Program Fee and Payment

The Client shall pay the PLE for participation in the Program as set forth on Attachment B (the "Fee"). The parties agree that the Fee is sufficient to complete the Program as currently specified in this Agreement and the Statement of Work.

Payment for participation in the Program shall be due within 30 days after Client's receipt of the appropriate invoices for services to be provided. Payment for any additional services or support agreed to by the PLE and the Client (such as additional faculty support request), shall be payable within 30 days after receipt of the related PLE invoice.

Participant travel expenses to and from all programs are not included in the Fee and are the responsibility of the Client.

4. Rescheduling and Cancellation

In the event the Client cancels all or part of the Program, the following incurred Program Costs Fee will be paid by Client: (i) for cancellation of all or part of the Program by Client from six (6) months to thirty-one (31) days prior to the start date of the Program (signified by the first day of summer residential executive education session), a Program Costs Fee of 50% of the stated charges for that year of the Program will be applied; (ii) for cancellation of all or part of the Program by Client 30 days or less prior to the start date of such Program will incur a Program Costs Fee of 100% of the stated charges for that year of the Program will be applied. Notwithstanding the foregoing, if the PLE is able to find an acceptable qualified substitute candidate for the Program cancelled by the Client in a timely manner, the PLE shall refund or pro-rate the Program Costs Fee accordingly.

The Program is subject to cancellation by the PLE, upon 30 days written notice to Client. In the unlikely event of such a cancellation is required, fees will be refunded to the Client for any portion of the Program that has not been delivered.

5. Intellectual Property

The copyright and all other intellectual property rights for all existing and new PLE materials used by the PLE for the Program are held by the PLE. Client acknowledges that the title and ownership to the PLE materials and any other

third party materials delivered by PLE to Client and its personnel shall remain with the PLE or their respective copyright holders. Client hereby is granted permission to use the PLE materials only for internal Client training purposes, including any internal copying and distribution as necessary to carry out such internal training.

6. Notices

Notices required or permitted hereunder shall be sufficient if mailed, postage prepaid, and addressed as follows:

If to the Client:
Dr. H.T. Sánchez
Superintendent
Tucson Unified School District
1010 E. Tenth St.
Tucson, AZ 85719

If to the PLE:
William Robinson
Executive Director
Partnership for Leaders in Education
Darden School of Business
100 Darden Boulevard
Charlottesville, VA 22903

With a copy to:
Charles Heckel
Treasurer
University of Virginia Darden School Foundation
Charlottesville, VA 22906

7. Representations and Warranties

Each party hereto hereby warrants and represents that it has the right to enter into this Agreement and to grant the rights herein granted and that has not and will not assign, pledge or encumber such rights.

8. Relationship of Parties

Nothing herein shall be construed to imply a joint venture, partnership or principal-agent relationship between the parties and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. Nothing in this Agreement or in the relationship between the Client and the PLE will be deemed to require either party to be or act as the fiduciary or trustee for the other, or otherwise to act as a fiduciary or trustee hereunder.

9. Assignment

Neither party hereto may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

10. Termination and Survival

Unless terminated earlier in accordance with its terms, this Agreement shall expire 3 years after the Commencement Date. The warranties, representations and covenants herein contained shall survive the expiration or earlier termination of this Agreement for a period of one year from such termination or expiration.

11. Waiver

A waiver of any breach of this Agreement, or of any of the terms or conditions by either party, shall not be deemed a waiver of any repetition of such breach or in any way affect any other terms or conditions hereof. No waiver shall be valid or binding unless it shall be in writing and signed by the parties.

12. Governing Law

This Agreement is subject to and will be construed in accordance with the laws of the Commonwealth of Virginia applicable to agreements wholly to be performed therein, and the parties hereby agree that any legal action hereunder shall be instituted within the Commonwealth of Virginia.

13. Entire Agreement

This Agreement evidences the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, contracts, communications, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing executed by authorized representatives of both parties.

14. DISCLAIMER OF WARRANTY

THE UNIVERSITY OF VIRGINIA, THE UNIVERSITY OF VIRGINIA DARDEN SCHOOL FOUNDATION AND THE PLE EXPRESSLY DISCLAIM, AND CLIENT HEREBY EXPRESSLY WAIVES, ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

15. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL THE UNIVERSITY OF VIRGINIA, THE UNIVERSITY OF VIRGINIA DARDEN SCHOOL FOUNDATION AND/OR THE PLE BE LIABLE TO CLIENT FOR ANY INDIRECT, CONSEQUENTIAL,

INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Agreement may be executed with a facsimile signature.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

Tucson Unified School District

By _____ Date _____

University of Virginia Darden School Foundation, on behalf of the Darden/Curry Partnership for Leaders in Education

By _____ Date _____

Attachment A
The Statement of Work

University of Virginia School Turnaround Sustainability Program Delivery Model
September 2016- May 2017

Participants

	District Team Members	School Principals	School Team Members
Tucson School District	2		
Optional third district team member*	1*		
Johnson Primary School		1	2
Cavett Elementary School		1	2
TOTAL PARTICIPANTS	3*	2	4

*Third district team member may attend Fall and Spring programs for additional fees outlined in Attachment B "The Fee".

Programming and Support	Description	Location
Program Kickoff Virtual Webinar	Provide overview of research on sustainability and the process of design thinking – to guide work until program	Virtual
Sustainability Program 1 <i>University of Virginia Darden School of Business, Charlottesville, VA</i>	A 2.75-day executive education session. The instruction at each will be delivered by PLE faculty members and select experts	UVA ¹
Virtual Webinar and Independent Work	Follow-up guidance on "Learning Launch" projects to keep work on track	Virtual
District Site Visit – <i>District</i>	PLE representative will visit each participating school, to help the school leaders assess progress, identify necessary resources and determine next steps – and debrief system-wide lessons with district leadership	District ²
Virtual Webinar	Follow-up on district and school site visits	Virtual
Sustainability Program 2 <i>University of Virginia Darden School of Business, Charlottesville, VA</i>	A 2.75-day executive education session. The instruction at each will be delivered by PLE faculty members and select experts	UVA ¹

¹ Participant travel expenses to and from all programs are not included in the cost of this Agreement.

² The Client shall be responsible for providing the necessary meeting facilities and associated expenses.

Attachment B
The Fee

The Fee for each of the two (2) participating schools¹ in the Program shall include all work associated with the Training described herein:

	2 Schools
Sustainability Program 1	\$23,000
3rd District Team Member to Fall Sustainability Program	\$1,500
Support (webinars, on-campus visit & district support)	\$8,000
Sustainability Program 2	\$23,000
3rd District Team Member to Spring Sustainability Program	\$1,500
2016-2017 Sustainability Program Total	\$57,000