

INTERGOVERNMENTAL AGREEMENT
Between
PIMA COMMUNITY COLLEGE DISTRICT AND TUCSON UNIFIED SCHOOL
DISTRICT NO. 1

This Intergovernmental Agreement (hereinafter "Agreement") is made by and between Pima Community College District (hereinafter "COLLEGE") and Tucson Unified School District No. 1 (hereinafter "AGENCY").

PURPOSES OF THIS AGREEMENT

- A. The West Campus of the COLLEGE desires to "adopt" Oyama Elementary School ("School"), an AGENCY school, to provide tutoring, mentorship programs, activities for parents and other educational support programs (the "Services").
- B. The AGENCY desires to enter into this agreement to provide the services described above to School.

AGREEMENT

I. Term and Termination

A. Term: This Agreement shall commence and be effective on November 1, 2012 and shall terminate on June 30, 2015, unless sooner terminated by either party as provided for in this Agreement.

B. Termination: Either party may at any time cancel this Agreement, with or without cause, by giving thirty (30) days advance written notice to the other party, which shall commence on the date of mailing of the written notice by certified mail or on the date of personal delivery.

C. Renewal: This Agreement will be reviewed annually and may be renewed with appropriate revisions. The continuation and renewal of this Agreement shall be subject to approval by the COLLEGE Governing Board and subject to the appropriation and receipt of sufficient funds by the COLLEGE to administer and support the program. Any such renewal will be made in writing.

II. Obligations of the Parties

A. Obligations of COLLEGE

1. COLLEGE will provide volunteers, including students, staff and/or faculty of the COLLEGE, who will provide services to the parents, teachers and students at the School, including but not limited to: student tutoring; tours of the COLLEGE campus(es); special activities in Fine Arts, Performing Arts, and sports/athletics; after-school support and involvement with clubs; involvement with SCHOOL's "Student of the Month" program; involvement in parent-teacher association fundraising efforts; and other educational support activities at School.

2. COLLEGE will ensure that all volunteers who will have unsupervised contact with students at School are appropriately fingerprinted and will provide documentation of such fingerprinting to AGENCY.

3. COLLEGE will designate a single point of contact, identified in Section III, below, to serve as the liaison with School.

4. COLLEGE will provide School with at least ten (10) days' notice if it will require the use of school facilities before or after regular school hours, to allow School the opportunity to ensure availability of space, to provide for access before or after hours, and to provide heating and cooling of the requested facilities.

B. Obligations of AGENCY

1. AGENCY will provide classrooms or other appropriate meeting spaces for the activities to be provided by COLLEGE, and will provide access to such space before or after school hours, as needed.

2. AGENCY will ensure that facilities requested by COLLEGE to provide the Services are heated and cooled (if facilities are being used outside of regular school hours) and that COLLEGE and activity participants have access to the facilities.

3. AGENCY, working together with the COLLEGE, will develop assessments to evaluate the effectiveness and results of COLLEGE'S tutoring efforts.

4. AGENCY, working together with the COLLEGE, will develop and administer a "College-knowledge" pre- and post-assessment for 3rd – 5th grade students to assess outcomes of sharing COLLEGE information and expectations.

5. AGENCY will provide guidance to COLLEGE as to any requirements (such as fingerprinting) for COLLEGE'S volunteers.

6. AGENCY will provide volunteer training as determined to be necessary by AGENCY and COLLEGE to aid in the successful planning and implementation of the activities contemplated by this Agreement.

III. Program Contact Information

The following individuals shall be the primary point of contact for communications related to this Agreement. Any required notice shall be made in writing to:

For COLLEGE:

Name: Geneva Escobedo

Title: Executive Assistant to the President

Pima Community College – West Campus

Address: 2202 W. Anklam Road, Tucson, AZ 85709-0240

Phone: (520) 206-3110

Fax: (520) 206-6693

Email: gescobedo@pima.edu

For AGENCY:

Name: Tamara Christopherson

Title: Principal, Oyama Elementary School
Address: 2700 S. La Cholla Blvd., Tucson, AZ 85713.
Phone: (520) 225-5700
Email: tamara.christopherson@tusd1.org

III. General Provisions

A. Funding: Each party agrees to provide the necessary funding to fulfill its respective obligations under the Agreement. The necessary funding shall be budgeted from each party's own maintenance and operations monies or from other appropriate funds. In the event sufficient funds are not available or appropriated at any time, the COLLEGE may cancel the Agreement by delivering the written notice to AGENCY described in Paragraph (I)(B), above.

B. Disposition of Property: The parties do not anticipate the joint acquisition of any property during the term of this Agreement. Any property acquired by COLLEGE shall be retained by COLLEGE upon termination of the Agreement. Any property acquired by AGENCY shall be retained by AGENCY upon termination of the Agreement.

C. Cancellation for Conflict of Interest: This Agreement may be canceled by either party for conflict of interest pursuant to A.R.S. § 38-511(A), which states:

The state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

D. No Joint Venture. Each party shall retain complete control and jurisdiction over such programs of its own that are outside of this Agreement, and nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture of the parties hereto.

E. Employees: Students, instructors, and COLLEGE staff participating in this program shall not be considered as employees of AGENCY, and agents or employees of AGENCY shall not be considered employees of the COLLEGE. Accordingly, employees of one party shall not be entitled to employee benefits normally provided to bona fide employees of the other party. Nothing in this Agreement or its performance, except as provided in A.R.S. § 23-1022(D) and described below, shall be construed to result in any person being the officer, agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status. Notwithstanding the foregoing, an employee of any party to this Agreement who works under the jurisdiction or control of or within the jurisdictional boundaries of another party to this Agreement pursuant to this Agreement is deemed to be an employee of both public agencies for the purposes of Arizona workers' compensation law, and A.R.S. §23-1022. The primary employer shall be solely liable for the payment of workers' compensation benefits.

F. Non-discrimination: The parties shall comply with all applicable State and Federal employment laws, rules, regulations, and Executive Orders mandating that all persons shall have equal access to employment opportunities and prohibiting discrimination against any person based on race, creed, color, religion, sex, national origin or disability.

G. Insurance: The parties represent and warrant to one another that they shall at all times retain insurance coverage in compliance with State laws and shall name the other party as an additional insured.

H. Indemnification: To the extent allowed by law, AGENCY agrees to indemnify and hold harmless the COLLEGE from all injuries to persons or property caused by acts or omissions of AGENCY arising out of AGENCY's activities under this Agreement. The COLLEGE agrees to indemnify and hold harmless AGENCY from all injuries to persons or property caused by acts or omissions of the COLLEGE arising out of the COLLEGE's activities under this Agreement. In the event of concurrent liability, the parties shall have the right of contribution from each other. This indemnification provision shall survive termination of the Agreement and remain in effect.

I. E-Verify: To the extent applicable under Arizona Revised Statutes Section 41-4401, each party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by either party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party or its subcontractors' employees who work on the Agreement to ensure that the Party or its subcontractors are complying with the above-mentioned warranty.

J. Scrutinized Business Operations: Pursuant to Arizona Revised Statutes Sections 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes Section 35-391 or 35-393, as applicable. If any party determines that another party submitted a false certification, that party may impose remedies as provided by law including terminating this Agreement.

K. Dispute Resolution. The Agreement shall be subject to and interpreted under the laws of the State of Arizona.

L. Entire Agreement: This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment by the parties.

M. Counterparts: This Intergovernmental Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. This Intergovernmental Agreement is effective as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 20__.

PIMA COUNTY COMMUNITY COLLEGE DISTRICT

TUCSON UNIFIED SCHOOL DISTRICT NO. 1

Date: _____

Date: _____

By: _____
Name:
Title:

By: _____
Name:
Title:

REVIEWED AND APPROVED AS TO FORM

Pursuant to A.R.S. § 11-952.D, the attorney for each of the parties 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 party which such attorney represents.

PCC Legal Counsel

Agency Legal Counsel

Date

Date