

INTERGOVERNMENTAL AGREEMENT

by and between

ARIZONA BOARD OF REGENTS  
ON BEHALF OF THE UNIVERSITY OF ARIZONA'S  
COLLEGE OF EDUCATION

and

TUCSON UNIFIED SCHOOL DISTRICT NO. 1 OF PIMA COUNTY

for the

ADMINISTRATIVE INTERNSHIP PROGRAM (AIP)

This Intergovernmental Agreement ("Agreement") is entered into as of the 13th day of September, 2012, by and between the Arizona Board of Regents on behalf of the University of Arizona's College of Education ("College") and the Tucson Unified School District No. 1 of Pima County ("District") for the joint exercise of powers pursuant to A.R.S. § 15-342 for the purpose of operating and facilitating the Administrative Internship Program ("AIP");

WHEREAS, the parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952 and A.R.S. §15-342 and A.R.S. § 15-393;

NOW THEREFORE, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the College will provide interns for the purpose of obtaining administrative experience within the District as part of an administrative certification program.

2. Term

This Agreement shall commence and be effective on September 18, 2012, and shall terminate on June 30, 2013

3. Termination

This Agreement may be terminated by either party upon written notice to the other parties given no later than thirty (30) days before the end of the District's semester. Said termination shall not become effective until the end of the current semester in which notice is given.

4. Terms and Conditions

A. Financial Provisions

(1) The College shall pay for substitutes for the interns for fifteen (15) days at a daily rate of \$118.00 per intern.

(2) TUSD shall pay for substitutes for the interns for fifteen (15) days over the course of the school year.

B. Responsibilities

(1) TUSD shall assign each intern to an administrative mentor after consultation with the intern and the University of Arizona College of Education faculty assigned to the intern.

(2) The administrative mentor shall coordinate schedules with his or her intern.

(3) The College shall provide to TUSD a list of interns in the program.

(4) Both parties to this Agreement shall put forth reasonable efforts to ensure that each intern has ample opportunities to gain experience as a district administrator for the full thirty (30) days

#### 5. Cancellation for Conflict of Interest

Pursuant to A.R.S. §38-511, either party may, within one (1) year after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party received written notice of the cancellation unless the notice specifies a later time.

#### 6. Non-discrimination

The parties shall comply with Executive Order 99-4 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

#### 7. Indemnification

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other parties (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

#### 8. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona, and in the event a conflict exists between this Agreement and the laws of the State of Arizona, the laws of the State of Arizona shall control.

#### 9. Arbitration

The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 et seq. (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the parties.

#### 10. Notice

Any notice required or permitted under this Agreement's terms shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid to:

U of A- College of Education  
P.O. Box 210069  
1430 East Second Street  
Tucson, Arizona 85721

Tucson Unified School District  
1010 East 10<sup>th</sup> Street  
Tucson, Arizona 85719

11. 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.

12. Amendments

Any amendments to this Agreement must be in writing and signed by authorized representatives of each party.

13. Liability

Each party is responsible for its own acts of negligence and neither party's employees shall be deemed employees of the other party.

To the extent permitted by law,  
IN WITNESS HEREOF, the parties sign this Agreement:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012, upon the parties approving this Agreement as indicated by its authorized representatives signing below:

Arizona Board of Regents  
On Behalf of the University of Arizona's  
College of Education

Tucson Unified School District Number 1

\_\_\_\_\_  
Lee Anne T Peters, Contract Officer  
Date: \_\_\_\_\_

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

*Attorney Approval:*

*ARIZONA BOARD OF REGENTS ON BEHALF OF THE UofA COLLEGE OF EDUCATION*

*This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Board of Regents.*

By: \_\_\_\_\_  
*Legal Counsel for the University*

*TUCSON UNIFIED SCHOOL SENDING DISTRICT NO. 1*

*This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Tucson Unified School District Governing Board.*

By: \_\_\_\_\_  
*Legal Counsel for the District*