

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

AND

TUCSON UNIFIED SCHOOL DISTRICT

The parties to this Intergovernmental Agreement (“Agreement”) are The Arizona Board of Regents, University of Arizona (“UA”), and Tucson Unified School District, hereinafter “TUSD”.

AUTHORITY

UA and TUSD are authorized to enter into this Agreement pursuant to the Provisions of A.R.S. §11-952, §15-342(13) and §15-1625(B)(2).

PURPOSE

The purpose of this Agreement is to establish a relationship between the UA and TUSD to establish a “Tucson Teaching Fellows” program, to enable an educational experience for the UA’s students at TUSD sites, and may qualify the students for UA academic credit as determined by the UA.

TERM AND TERMINATION

This Agreement shall commence once fully executed and continue to June 30, 2018. The agreement will automatically renew each year thereafter for up to five additional years. Renewals may extend this agreement through June 30, 2022. Either Party may, at any time, with or without cause, terminate this Agreement by providing the other Party with ninety (90) days advance written notice.

FUNDING

The Parties do not contemplate any exchange of funds between each other under this Agreement.

DEFINITIONS

1. “Student Practitioner” as used herein means the UA student active in participation in the duties and functions of professional practice under the direct supervision and instruction of employees of TUSD (“Supervising Practitioners”).
2. “Session of student practice” as used herein is considered to be all or part of the following:
 - a. Observations in classrooms and field practice settings ranging from several hours to several weeks within a given semester;

- b. Assisting an experienced practitioner with routine classroom or field work, or other work that is routine professional practice;
- c. Instructing one or more students or interacting with one or more clients in the field setting;
- d. Assuming responsibility for planning and implementing instruction for a large group (including an entire classroom) of students;
- e. Assuming responsibility for counseling clients;
- f. Conducting client assessments and developing appropriate intervention strategies;
- g. Assisting with enrichment activities including, but not limited to, community engagements, field trips, exhibits, and fairs;

The nature and length of student practice activities will be determined by the UA program. UA program staff will provide a description of program and programmatic expectations to all Supervising Practitioners.

3. "Supervising Practitioner" as used herein means employees of TUSD who hold valid credentials issued by the State of AZ authorizing them to serve in the schools in which the Student Practitioner is placed. Supervising Practitioners shall have completed a minimum of three (3) years satisfactory or effective work experience in the field in which they are supervising.

PROGRAM TERMS

1. UA and TUSD will agree on schedules for Student Practitioners performing services with TUSD.
2. Neither UA nor TUSD is obligated to provide transportation to any Student Practitioner to or from TUSD.
3. Representatives of UA and TUSD will participate in a meeting or telephone conference at least two times each semester to evaluate, among other things, program objectives, changes or enhancements thereto, and the performance of Student Practitioners.
4. TUSD will not impair its existing contracts for service with any work performed by Student Practitioners.
5. "Successful Year" is determined to be one full academic year, in which a contracted teacher is not on a plan of improvement.

UA OBLIGATIONS

1. The UA will be responsible for developing and carrying out procedures for Student Practitioner selection and admission to UA programs.
2. The UA will provide to TUSD, supervising practitioner, or building administrator a handbook or other documentation of program requirements and expectations.

3. The UA will be responsible for verifying that each Student Practitioner has current, valid, IVP Arizona State level one fingerprint clearance and that such record is kept on file.
4. The UA will designate an individual to serve as the primary liaison to TUSD for purposes of this Agreement.
5. The UA will send out "Tucson Teaching Fellow" recruitment program letters, written by TUSD, to all TUSD graduates in the College of Education database, and potentially to the entire UA's data base of current students who are TUSD graduates.
6. The UA will plan, implement and recruit potential candidates to "Tucson Teaching Fellows Recruitment" meetings, in cooperation with TUSD.
7. The UA will work with TUSD to create appropriate co-professional development activities for the Tucson Teaching Fellows and the supervising practitioners.
8. The UA will provide a \$1,000 stipend to selected "Tucson Teaching Fellows" under a successful application and selection by the Tucson Unified School District.
9. The UA will provide a \$1,000 stipend when the "Tucson Teaching Fellow" begins the student teaching experience.

TUSD OBLIGATIONS

1. TUSD shall retain ultimate control and authority over all on-site aspects of educational services relating to its students, including training of Student Practitioners. TUSD will provide orientation to Student Practitioners with regard to hours of participation, place of duties, conditions of its premises, standards of conduct, confidentiality, and facility safety procedures and operations. TUSD will provide Student Practitioners with at least the same safety training it provides to its regular employees working under similar conditions. TUSD will alert each Student Practitioner and the UA of any non-obvious dangers associated with facilities, activities and the surrounding locales of which it is aware and as to which Student Practitioners may be assigned.
2. TUSD shall provide an appropriate student practice experience by assigning a qualified supervising practitioner who is appropriately certified in the field of practice and who will provide opportunities for Student Practitioners to satisfy program requirements.
3. TUSD shall grant Student Practitioners access to TUSD student records, under the supervision of TUSD Supervising Practitioner, for the sole purpose of educational planning, in accordance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99. This includes student Individual Educational Plans (IEPs).
4. TUSD shall provide adequate supervision and shall hire a certified/qualified substitute

supervisor teacher in the event that the employee serving as a supervising practitioner is absent during a session of student practice, for Student Practitioners who do not hold a substitute certificate, unless there are extenuating circumstances.

5. TUSD may hire Student Practitioner as a substitute teacher for TUSD Supervising Practitioner during a session of student practice only if the Student Practitioner holds a valid Arizona Substitute K-12 Certificate.
6. TUSD agrees that TUSD Supervising Practitioners will submit to the UA evaluations of each Student Practitioner's progress, in a format and at such times as directed by the UA.
7. TUSD acknowledges that Student Practitioners' educational records are protected by FERPA. Accordingly, TUSD must obtain express written permission from any Student Practitioner before releasing any data pertaining to such student to anyone other than to UA. The UA will provide guidance to TUSD, as needed, with respect to complying with FERPA.
8. Each Student Practitioner shall perform and comply with all written policies, regulations and directives of TUSD. TUSD shall provide all applicable written policies, regulations and directives to Student Practitioner and to UA. TUSD may relieve a Student Practitioner from further participation in the Program if, in its sole discretion, it believes that such Student Practitioner has violated TUSD's policies, regulations and/or directives.
9. TUSD will work with the UA to provide an appropriate supervising practitioner during the practicum and the student teaching experiences.
10. TUSD will work with the UA to provide appropriate co-professional development for the Tucson Teaching Fellow and the supervising practitioner.
11. TUSD will provide the UA "Tucson Teaching Fellow" recruitment program letters, for distribution to all TUSD graduates in the College of Education database, and potentially the UA's data base.
12. TUSD will plan, implement and recruit potential candidates to "Tucson Teaching Fellows Recruitment" meetings, within the Tucson community, as well as on the UA campus, in cooperation with the UA.
13. TUSD shall provide a \$400 stipend to the "Tucson Teaching Fellow" at the mid-point of their student teaching experience, if the Tucson Teaching Fellow is making satisfactory progress in the teacher education program, as determined by ongoing evaluations of the Fellow.
14. TUSD shall provide a \$400 stipend to the "Tucson Teaching Fellow" at the end of their student teaching experience if the Tucson Teaching Fellow has made satisfactory progress in the teacher education program, as determined by ongoing evaluations of the Fellow.

15. Should TUSD employ a Tucson Teaching Fellow upon graduation from the teacher certification program, the TUSD shall provide a \$400 stipend to the "Tucson Teaching Fellow" at the end of their first successful year of contracted service.
16. Should TUSD employ a Tucson Teaching Fellow upon graduation from the teacher certification program, the TUSD shall provide a \$600 stipend to the "Tucson Teaching Fellow" at the end of their second successful year of contracted service.
17. Should TUSD employ a Tucson Teaching Fellow upon graduation from the teacher certification program, the TUSD shall provide a \$1000 stipend to the "Tucson Teaching Fellow" at the end of their third successful year of contracted service.
18. TUSD will provide an Emersion Substitute Program, to all practicum and "Tucson Teaching Fellow" students, when applicable.

DISMISSAL OF STUDENT PRACTITIONER

1. TUSD may, for good cause and in compliance with state and federal regulations, refuse to accept the placement of or require withdrawal or dismissal of any Student Practitioner whose performance record or conduct is unsatisfactory to TUSD. TUSD shall consult with the UA prior to such refusal or dismissal. The UA shall immediately terminate the assignment of any such Student Practitioner, and shall be able to designate a replacement practitioner if feasible. All financial obligations of the UA and TUSD terminates upon dismissal of the Student Practitioner.
2. The withdrawal, dismissal or removal of a Student Practitioner in accordance with the provisions of this Agreement shall not affect continuation of this Agreement or the continued training of other Student Practitioners by TUSD pursuant to this Agreement.

STATE OBLIGATION

The performance of both parties may be dependent upon the appropriation of funds by each Party's governing, legislative authority. Should the State of Arizona Legislature in the case of the UA or the 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.

STUDENT RECORDS CONFIDENTIALITY

The UA shall inform each participating Student Practitioner of federal and state laws governing the confidentiality of TUSD client or student information, including FERPA. Any breach of confidentiality by a participating Student Practitioner shall be grounds for immediate termination.

NO AGENCY

Nothing in this Agreement shall be construed as establishing a partnership, joint venture or similar relationship between the UA and TUSD. Nothing in this Agreement shall be construed to authorize either Party to act as agent for the other. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.

NOTICE

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

University of Arizona:

Name/Title
Department
University of Arizona
P.O. Box 210158, Rm 515
Tucson, AZ 85721-0158

TUSD:

Janet Rico Uhrig
Human Resources
Tucson Unified School District
1010 E. Tenth Street
Tucson, AZ 85719

INDEMNIFICATION

To the extent permissible under Arizona law, 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.

ARBITRATION

The Parties acknowledge that disputes arising from this Agreement may be subject to arbitration in accordance with applicable law and court rules.

NON-DISCRIMINATION

The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, as amended.

CONFLICT OF INTEREST

This Agreement is subject to cancellation under A.R.S. § 38-511 regarding conflict of interest on the part of individuals negotiating contracts on behalf of the State of Arizona.

COUNTERPARTS

This 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. The Parties agree that any xerographically or electronically reproduced copy of this agreement will have the same legal force and effect as any copy bearing original signatures of the Parties.

AMENDMENTS

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

WAIVER

Waiver by either Party of any breach or default of any clause of this Agreement by the other Party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

SEVERABILITY

If any provision of this Agreement is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

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ENTIRE AGREEMENT

This Agreement embodies the entire understanding between the UA and TUSD for this project, and any prior or contemporaneous representations, either oral or written are hereby superseded.

IN WITNESS HEREOF, to the extent permitted by law, the parties sign this Agreement, as indicated by its authorized representatives signing below:

FOR THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

Name:
Title:

Date: _____

Attorney Approval:

The undersigned 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 Arizona Board of Regents.

Dated this ____ day of _____, 2016.

By: _____
Associate General Counsel

FOR TUSD

Michael Hicks
Tucson Unified School District- Board President

Date: May 9, 2017

Attorney Approval:

The undersigned 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 Tucson Unified School District

Dated this 9th day of May, 2017.

By: _____
TUSD Legal Counsel