



**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, hereinafter “UA”, and the Tucson Unified School District hereinafter “TUSD”.

**AUTHORITY**

UA and AGENCY 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 provide educational programming support at TUSD, as mutually agreed to by the parties, as further described in Exhibit A – Scope of Work.

**DURATION**

This Agreement shall commence once fully executed and continue to August 15, 2017.

**FUNDING**

For the anticipated term of this agreement, AGENCY agrees to compensate the UA in an amount not to exceed \$82,699, as further described in Exhibit B – Budget/Payment Schedule.

AGENCY shall make checks payable to *The University of Arizona* and remit to the following address:

University of Arizona Acct # 4017250  
Sponsored Projects Services/Bursar Office  
1303 E. University Blvd, Box 3  
Tucson AZ 85719-0521

**SERVICES TO BE PROVIDED BY UA:**

The UA will be an integral component of TUSD’s educational programs, including the multicultural and culturally relevant curriculum. TUSD and UA staff will meet a minimum of twice a year to identify and clarify the collaborative working partnership, evaluate the effectiveness of TUSD’s

multicultural and culturally relevant curriculum, and review other items as set forth below. This partnership will provide TUSD with the expertise and direction in the following areas:

- a) Professional development provided to teachers in schools identified in consultation with appropriate TUSD staff to help teachers build their skillset on how to integrate the multicultural literature into their instruction, across subjects;
- b) Professional development provided to teachers in schools identified in consultation with appropriate TUSD staff to build teachers' pedagogical research-based background knowledge;
- c) The creation of a culturally responsive social studies curriculum;
- d) Integration of the multicultural curriculum in K-3 early literacy; and
- e) Review of the multicultural book list.

#### **SERVICES TO BE PROVIDED BY TUSD**

- a) Permit UA to charge a reasonable fee to help defray the costs of faculty consultation, professional development, and the operation of programs. The amount of the fee will be made in consultation with appropriate UA and TUSD personnel.
- b) Permit UA to conduct research at TUSD schools, provided that any research conducted using TUSD students is conducted in compliance with TUSD Governing Board Policy.

#### **STATE OBLIGATION**

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 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.

#### **TERMINATION**

This Agreement may be terminated by either party with thirty days written notice to the other party. In the event early termination creates an obligation on one party to refund or release funds to the other, such funds shall be released or refunded within thirty days of the termination period.

## **NOTICE**

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

### **University of Arizona:**

Sherry L. Esham, Director  
Sponsored Projects Services  
University of Arizona  
P.O. Box 210158, Rm 510  
Tucson, AZ 85721-0158  
[sponsor@email.arizona.edu](mailto:sponsor@email.arizona.edu)

### **Agency:**

Anna Maiden, Chief Human Resources Officer  
Tucson Unified School District  
1010 E. Tenth St.  
Tucson, AZ 85719  
[Anna.Maiden@tusd1.org](mailto:Anna.Maiden@tusd1.org)

## **INDEMNIFICATION**

To the extent permitted by 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.

**ENTIRE AGREEMENT**

This Agreement embodies the entire understanding between the UA and AGENCY 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 AGENCY**

\_\_\_\_\_  
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 to the Tucson Unified School District.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Agency General Counsel

Attachments:

- EXHIBIT A (3 pages)
- EXHIBIT B (2 pages)

## **EXHIBIT A**

### **TUSD Multicultural and Culturally Responsive Curriculum**

Despite numerous educational reform efforts aimed at addressing achievement disparities, historically marginalized students continue to be underrepresented in a vast array of achievement outcomes (Kena, et al., 2015). There is ample evidence that achievement disparities in early elementary school are largely explained by the general quality of instruction students receive (Hamre & Pianta, 2005). By the time students are in third grade, however, discriminatory influences contribute differentially to historically marginalized students' outcomes (McKown, 2013).

To counter discriminatory influences that affect historically marginalized students, scholars have established evidence on unique competencies that are essential (e.g., Gay, 2010; González, Moll, & Amanti, 2005; Ladson-Billings, 1999). Collectively, these competencies reflect teacher knowledge and behaviors that affirm students' ethnicity and culture, countering widespread interventions that address inordinate achievement disparities with approaches that reflect deficiencies in the child and/or child's culture.

The Tucson Unified School District (TUSD) is committed to fully addressing achievement disparities. To that end, TUSD seeks collaborative efforts to develop and implement their multicultural and culturally relevant curriculum. This proposal aims to address these needs by providing TUSD with the following:

- a) ongoing professional development to help teachers build their skillset on how to integrate the multicultural literature into their instruction, across subjects;
- b) ongoing professional development to build teachers' pedagogical research-based background knowledge;
- c) the creation of a culturally responsive social studies curriculum;
- d) integration of the multicultural curriculum in K-3 early literacy; and
- e) review of the multicultural book list.

### Timeline

	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Meeting for project scope and sequence with TUSD personnel													
Review of multicultural book list													
Integration of multicultural curriculum to K-3 literacy													
Teacher professional development - background knowledge													
Teacher professional development - integration of multicultural curriculum													
Creation of social studies culturally responsive curriculum													

### Personnel

**Francesca López, Ph.D.**, Principal Investigator (100% effort) is an associate professor in Educational Policy Studies and Practice at UA whose work focuses on the ways educational settings promote achievement for Latino/a youth. She was awarded the APA Division 15 Early Career Award and a National Academy of Education/Spencer Postdoctoral Fellowship; her earlier funded work has established preliminary evidence for the proposed collaboration (López, 2011; López, 2012; López, 2015; López, in press). She brings extensive experience in classroom-observation research; measurement and assessment; data management; and youth identity development. As principal investigator, she will oversee all key aspects of the project, including the fidelity of all aspects of the study, the identification and recommendation of additional personnel, data collection, IRB requirements, analyses, and dissemination of the results of findings.

## References

- Gay, G. (2010). *Culturally responsive teaching: Theory, research, and practice*. New York: Teachers College Press.
- González, N., Moll, L., & Amanti, C. (2005). *Funds of knowledge: Theorizing practices in households, communities, and classrooms*. Mahwah, NJ: Lawrence Erlbaum Associates.
- Hamre, B. K., & Pianta, R. C. (2005). Can instructional and emotional support in the first-grade classroom make a difference for children at risk of school failure?. *Child development*, 76(5), 949-967.
- Kena, G., Musu-Gillette, L., Robinson, J., Wang, X., Rathbun, A., Zhang, J., Wilkinson-Flicker, S., Barmer, A., and Dunlop Velez, E. (2015). The Condition of Education 2015 (NCES 2015-144). U.S. Department of Education, National Center for Education Statistics. Washington, DC. Retrieved at <http://nces.ed.gov/pubs2015/2015144.pdf>
- Ladson-Billings, G. J. (1999). Preparing teachers for diverse student populations: A critical race theory perspective. *Review of Research in Education*, 211-247.
- McKown, C. (2013). Social equity theory and racial-ethnic achievement gaps. *Child Development*, 84, 1120-1136.
- López, F. (2011). The nongeneralizability of classroom dynamics as predictors of achievement for Hispanic Students in upper elementary grades. *Hispanic Journal of Behavioral Sciences*, 33, 350-376.
- López, F. (2012). Moderators of language acquisition models and reading achievement for English language learners: The role of emotional warmth and instructional support. *Teachers College Record*, 114(8), 1-30.
- López, F. (2016). Teacher reports of culturally responsive teaching and Latino students' reading achievement in Arizona. *Teachers College Record*, 118(5).
- López, F. (in press). Altering the trajectory of the self-fulfilling prophesy: Asset-based pedagogy and classroom dynamics. *Journal of Teacher Education*.



**EXHIBIT B**

College of Education  
 Regents of the University of Arizona

**TUSD Multicultural and Culturally Responsive Curriculum**  
 Francesca Lopez

**Revision Number: 1**  
 7/5/2016

Sponsor: **TUSD (sub USDoe)**  
 Dept. No. **3221**  
 Category: **Instruction**  
 Factor: 1.04

Project Period: **08/16/16 - 08/15/17**  
 Project Year:   
 Fiscal Year: **2016-2017**

**TUSD (sub USDoe)**

**SALARIES/WAGES**

Faculty:	Salary	Academic or Fiscal	FTE	Amount
<input type="text" value="Francesca Lopez"/>	<input type="text" value="\$89,175"/>	<input type="text" value="A"/>	<input type="text" value="0.20"/>	\$17,835
Summer Appointments:		FTE	Months	
<input type="text" value="Francesca Lopez"/>	<input type="text" value="\$89,175"/>	<input type="text" value="1.00"/>	<input type="text" value="3.00"/>	\$30,819

**TOTAL SALARIES/WAGES:**

**\$48,654**

**EMPLOYEE RELATED EXPENSES:**

**Base Amount**

Faculty 34.9%  
 Summer Appointment 34.9%

\$17,835 \$6,224  
 \$30,819 \$10,756

**TOTAL EMPLOYEE RELATED EXPENSES:**

**\$16,980**

**TOTAL SALARIES/WAGES and ERE:**

**\$65,634**

**TOTAL DIRECT COST:**

**\$65,634**

**TOTAL DIRECT COST FOR IDC CALC:**

**\$65,634**

**TOTAL INDIRECT COST:**

**Base \$17,065**  
 \$65,634 \$17,065

**GRAND TOTAL:**

**\$82,699**

## **BUDGET JUSTIFICATION**

### **Key Personnel**

*Francesca Lopez, Ph.D., Principal Investigator.* The PI will devote 20% time during the academic year and 3 summer months to the project. She will assume overall responsibility for coordination and oversight of implementation of professional development and curriculum development.

### **Other Personnel**

N/A

### **Fringe Benefits**

UA employee related expenses are calculated at 34.9% for faculty.

### **Equipment**

N/A

### **Travel**

N/A

### **Materials and Supplies**

N/A

### **Other Direct Costs**

N/A

### **Indirect Cost**

Indirect cost has been calculated using the UA's off campus rate, 26%. The project, including the creation and review of curricula to be developed and integration of the multicultural book list will all be conducted at TUSD. No UA facilities or services will be utilized.