

# INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

AND

TUCSON UNIFIED SCHOOL DISTRICT NO. 1 OF PIMA COUNTY

The parties to this Intergovernmental Agreement (“Agreement”) are the Arizona Board of Regents, University of Arizona, on behalf of its College of Education – Department of Educational Policy Studies and Practice, (“UA”) and Tucson Unified School District No. 1 of Pima County (“TUSD”)

## AUTHORITY

The 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 collaboration is to provide research and evaluation of certain programs and activities implemented for compliance with TUSD’s Unitary Status Plan (“USP”) to determine the efficacy of such programs and activities toward the goals of the USP.

The research and evaluation partnership will be established to support research in areas of high need to Tucson Unified School District (TUSD). Specifically, TUSD is seeking to address what factors perpetuate and have the potential to remediate the student achievement gap among different ethnicities. TUSD is seeking graduate students and scholars to study different programs and activities currently being implemented in our district under the aegis of the Unitary Status Plan (USP). The intention of these research and evaluation projects is to understand how they impact student achievement and influence student integration. As part of the Unitary Status Plan, TUSD is expected to provide an evaluation for priority goals, including:

- Magnet Teachers and Staff
- English Language Learner Teachers and Techs
- Dual-Language Teachers and Assistants
- Learning Support Coordinators
- Student Services
- GATE Teachers
- Transportation Staff
- Alternative Programs
- Professional Development Training Staff
- Fine Arts & Multi-Cultural Curriculum
- College and Career Counselors

THE UA's DEPARTMENT OF EDUCATIONAL POLICY STUDIES AND PRACTICE  
WILL:

1. Be responsible for coordinating with TUSD and acquiring the requested data.
2. Provide specific criteria for the data to be requested from TUSD.
3. Work with the TUSD to discuss the data requirements and shall acquire the data using a secure transfer protocol.
4. Acquire participant consent/assent consistent with TUSD and UA IRB procedures and regulations.
5. Participate in an annual summit to review research findings and recommendations from approved research.
6. Reports:
  - a. Researcher will provide the full report to TUSD in both a paper and an electronic format.
  - b. Researcher will provide a district report that presents district-specific findings and comparisons to the overall study findings. This report will include an executive summary of the study.
  - c. Researcher will retain the right to publish research findings.
  - d. Researcher will present findings at TUSD board meetings.
  - e. TUSD will have the right to a 30-day preview of publications.
7. Restricted Use Dataset: This agreement provides authorization to UA to use the confidential data for the purpose of evaluating current USP programs and activities being implemented in TUSD.
  - a. UA agrees that the dataset will not be shared with any other agency unless permitted or required by law.
  - b. TUSD agrees that the dataset will not include any identifiable data in order to ensure that information cannot be associated with identifiable individuals, schools, or school districts, and the transfer of the information does not violate Family Educational Rights and Privacy Act (FERPA) requirements.

TUSD WILL:

1. Be responsible for providing data quality support.
2. Be responsible for providing any glossaries or assistance in understanding the definitions and business rules of the data provided.
3. Participate in an annual summit to review research findings from approved research.
4. Provide teacher and student data to include but not limited to the following: HR data, student demographics data, student assessment data, and linkage data.

Data Type	HR Data	Demographics Data	Assessment Data	Linkage Data
Variables	Teacher/Principal <ul style="list-style-type: none"> <li>• Contrived identifier</li> <li>• District hire date</li> <li>• School code</li> <li>• Grade level taught</li> <li>• Subject area taught</li> </ul>	<ul style="list-style-type: none"> <li>• Contrived student identifier</li> <li>• Gender</li> <li>• Race/Ethnicity</li> <li>• ELL/LEP</li> <li>• Free/Reduced Price Lunch</li> <li>• SPED</li> <li>• Discipline</li> <li>• Graduation</li> </ul>	<ul style="list-style-type: none"> <li>• Contrived student identifier</li> <li>• Standardized test data</li> <li>• State test data</li> <li>• Test characteristics data</li> <li>• District benchmark or other type of interim assessments</li> <li>• Tier 2 and Tier 3 on-line intervention data</li> <li>• District surveys</li> </ul>	<ul style="list-style-type: none"> <li>• Students linked to courses</li> <li>• Teachers linked to courses</li> <li>• Courses linked to assessment content area</li> </ul>

*This list is not exhaustive and may be changed based on the needs of the research and data available.*

BUDGET AND FINANCING

This agreement does not contemplate the exchange of funds.

## DURATION

This Agreement shall commence once fully executed and continue for the 2016-2017 school year. The agreement will automatically renew for up to five additional years unless terminated by either party. Renewals extend this agreement through June 30th, 2021.

## 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.

## AUDIT RECORDS

All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the state for five years after completion of the contract under A.R.S. §35-214 by either Party, the Auditor General of the State of Arizona, or their agents.

## 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.

## NON-DISCRIMINATION

The parties shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. All parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

## CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511 regarding Conflict of Interest.

## NON-APPROPRIATION

The Parties recognize that the performance of either Party may be dependent upon the appropriation of funds by each Party’s governing, legislative authority. Should the State 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.

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

\_\_\_\_\_

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 Tucson Unified School District.

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

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