

 **THE UNIVERSITY OF ARIZONA®**
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 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 provide educational programming support at TUSD through August 13, 2018 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 June 30, 2018.

FUNDING

For the anticipated term of this agreement, TUSD agrees to compensate the UA in an amount not to exceed \$99,514 as further described in Exhibit B.

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

University of Arizona Acct # 4230830
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 development and implementation of professional development to enhance culturally responsive practices (including related issues such as the creation and maintenance of supportive and inclusive learning environments, and enhancing the implementation of Restorative Circles). 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 professional development designed to enhance culturally responsive practices, 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 administrators, certificated staff, and other relevant personnel identified in consultation with appropriate TUSD staff to help the identified staff members build their skillset on how to better integrate culturally responsive practices to positively impact student achievement and to maintain supportive and inclusive learning environments;
- b) professional development provided to administrators, certificated staff, and other relevant personnel in schools identified in consultation with appropriate TUSD staff to build the identified staff members' pedagogical research-based background knowledge;
- c) professional development provided to administrators, certificated staff, and other relevant personnel in consultation with appropriate TUSD staff to utilize culturally responsive strategies in the implementation of Restorative Circles; and
- d) evaluation mechanisms to evaluate the effectiveness of TUSD's professional development designed to enhance culturally responsive practices.

SERVICES TO BE PROVIDED BY TUSD

- a) Permit UA to charge a reasonable fee to help defray the cost 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 UA Human Subjects Policy and TUSD Governing Board Policy.

OWNERSHIP/PUBLICATION/RETAINED RIGHTS

TUSD may use the UA's results for any non-commercial purpose. The UA retains ownership of the data and results and the right to use and publish as set forth below. Inventorship and authorship of any intellectual property that may be invented or authored by any party will be determined in accordance with United States intellectual property laws. This Agreement does not grant either party any rights to any intellectual property developed outside the scope of the Agreement.

The UA shall have the right to publish any data, writings, or material resulting from the Agreement in publications or presentations. UA will furnish TUSD with a copy of any proposed such publication or presentation thirty (30) days in advance for review and comment. Within this period, the TUSD may request UA, in writing, to delay such publication or presentation for a maximum of an additional sixty (60) days in order to protect any confidential or proprietary information described therein. Such delay will not, however, be imposed on the filing of any student thesis or dissertation. TUSD's failure to object to a publication or presentation within the thirty (30) day period above will be deemed acceptance by TUSD. UA must acknowledge TUSD's support in any publication or presentation.

UA specifically reserves the right in and to any data, results, and/or intellectual property developed in the scope of this Agreement for any research, public service, and/or educational purposes, and to grant licenses to other academic institutions for these same reserved rights.

MEDIA RELEASES

Except as required by law, neither party will issue any press release or other public statements in connection with this Agreement without the other party's prior written consent. All statements by the parties will accurately describe the scope and nature of their participation. Either party may, without prior consent from the other, list Agreement title, amount awarded, Parties' names, and other associated data in its reports, which while not disseminated, are available to the public.

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 State 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:

Technical Contact:

Francesca Lopez, Ph.D.
University of Arizona
P.O. Box 210069
Tucson, AZ 85721
Falopez@email.arizona.edu

Administrative/Financial Contact:

Paul Sandoval, Post Award Director
Sponsored Projects Services
University of Arizona
P.O. Box 210158, Rm 510
Tucson, AZ 85721
sponsor@email.arizona.edu

TUSD:

Technical Contact:

Lorenzo Lopez
Tucson Unified School District
1010 E. Tenth Street
Tucson, AZ 85719
Lorenzo.Lopez@tusd1.org

Administrative/Financial Contact:

Gabriel Trujillo, Ph.D.
Tucson Unified School District
1010 E. Tenth Street
Tucson, AZ 85719
Gabriel.Trujillo@tusd1.org

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.

ARBITRATION

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

COMPLIANCE

The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders, including but not limited to, the Family Educational Rights and Privacy Act (FERPA), equal employment opportunity, immigration, and nondiscrimination.

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 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: _____

Legal Determination:

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, University of Arizona:

By: _____

University Legal Counsel

Dated: _____.

TUCSON UNIFIED SCHOOL DISTRICT NO. 1 OF PIMA COUNTY

Name:

Title:

Date: _____

Legal Determination:

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 No. 1 of Pima County:

By: _____

TUSD Legal Counsel

Dated: _____

EXHIBIT A – SCOPE OF WORK

TUSD Culturally Responsive Pedagogy and Practices

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 culturally responsive pedagogy and practices. This proposal aims to address these needs by providing TUSD with the following:

- a) professional development provided to administrators, certificated staff, and other relevant personnel identified in consultation with appropriate TUSD staff to help the identified staff members build their skillset on how to better integrate culturally responsive practices to positively impact student achievement and to maintain supportive and inclusive learning environments;
- b) professional development provided to administrators, certificated staff, and other relevant personnel in schools identified in consultation with appropriate TUSD staff to build the identified staff members' pedagogical research-based background knowledge;

- c) professional development provided to administrators, certificated staff, and other relevant personnel in consultation with appropriate TUSD staff to utilize culturally responsive strategies in the implementation of restorative circles;
- d) evaluation mechanisms to evaluate the effectiveness of TUSD's professional development designed to enhance culturally responsive practices; and

Personnel

Francesca López, Ph.D., Principal Investigator, 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 López will devote 30% of her time during the academic year and .5 summer month to 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.

Kevin Henry, Ph.D., Co-Principal Investigator, is an Assistant Professor of Educational Policy Studies and Practice at UA whose work focuses on race, educational equity, and humanizing pedagogies/practices and theories. More specifically, his work examines school choice (charter schools and vouchers), discipline disparities, and culturally relevant and restorative practices. His work has been published in *Educational Policy*, *Journal of Social Studies Research* and the *Handbook of Urban Education*. Henry brings experience in qualitative research, equity audits, and policy evaluation and analysis. As Co-Principal Investigator Henry will devote 15% of his time during the academic year and

.5 summer month. He will provide professional development on restorative circles and supervise the Graduate Assistant.

A **Graduate Assistant** will assist in policy review, data organization, and miscellaneous tasks (e.g. literature reviews, etc.) as assigned by PI and Co-PI. The Graduate Assistant will devote 50% of their time in spring 2018 semester and .25 summer month to the project.

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. Retrived 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, 21*1-247.
- 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 -- BUDGET

Regents of the University of Arizona
 TUSD Multicultural and
 Culturally Responsive
 Curriculum

Project
 Period: 10/01/17 - 06/30/18

Dept. No. 3221

Project Year: 1

Category: Instruction

9 month
 budget

Factor: 1.04

Fiscal Year: 2017-2018

TUSD (sub USDoE)

SALARIES/WAGES

Faculty:	Salary	Academic or Fiscal	FTE	Amount
Francesca Lopez, PI	\$92,722	A	0.30	\$27,817
Kevin Henry, Co-PI	\$72,000	A	0.15	\$10,800
Summer Appointments:			FTE	Months
Francesca Lopez, PI	\$92,722	1.00	0.50	\$5,340
Kevin Henry, Co-PI	\$72,000	1.00	0.50	\$4,147
GAs:	Salary	Number	Semesters	
Associate Academic	\$31,498			
	FTE	50%	1	
			1	\$7,875
Summer GA Appointments:		Number	Months	
Associate I	\$31,498	1	0.25	\$907
TOTAL SALARIES/WAGES:				\$56,886
EMPLOYEE RELATED EXPENSES:				Base Amount
Faculty		32.0%	\$38,617	\$12,357
Summer Appointment		32.0%	\$9,488	\$3,036
GAs		13.0%	\$8,782	\$1,142
TOTAL EMPLOYEE RELATED EXPENSES:				\$16,535
TOTAL SALARIES/WAGES and ERE:				\$73,421
SUPPLIES & MATERIALS:				\$500
Research Supplies				\$500
TRAVEL:				\$500
Mileage to School Sites @.445/mile				\$500
OTHER - GA DIRECT TUITION:				\$5,743
		Per Number Semester		
Graduate Associate I - 1 semesters @ full tuition			1	\$5,743
TOTAL DIRECT COST:				\$80,164
LESS GA DIRECT TUITION:				\$5,743
TOTAL DIRECT COST FOR IDC CALC:				\$74,421
TOTAL INDIRECT COST:				Base \$19,349
			26.0%	\$19,349
GRAND TOTAL:				\$99,514