

INTERGOVERNMENTAL AGREEMENT
BETWEEN

ARIZONA BOARD OF REGENTS
ON BEHALF OF
THE 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 on behalf of The University of Arizona (Department of Disability and Psychoeducational Studies [COE]), hereinafter “UA” and Tucson Unified School District No. 1 of Pima County hereinafter “TUSD”

AUTHORITY

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

PURPOSE

The purpose of this agreement is to pilot the Discover Assessment, created by Dr. June Maker of the UA, as an alternative assessment or “multiple measure” to identify K-1 students for GATE as required by §V.A.2.d.v.(I) of the Unitary Status Plan (USP) and to improve screening and placement procedures for GATE services as required by §V.A.3.a.i. of the USP.

Additionally, the purpose of this agreement is to provide an assessment that is non-biased, performance-based and intelligence-fair for all students including those whose first language is other than English; to provide a non-cognitive assessment that measures strengths in the areas of Linguistic, Spatial, and Logical-Mathematics through engaging performance-based activities for students; and to identify additional African American and Hispanic students who are qualified to participate in TUSD gifted education programs.

FUNDING

TUSD agrees to compensate the UA in an amount not to exceed \$20,000.00.

SERVICES TO BE PROVIDED BY THE UNIVERSITY

1. UA will provide training in the Discover assessment for 12-15 observers for TUSD.
2. UA will provide all materials needed for the assessment in the form of Discover Kits.

3. UA will provide all Discover Forms necessary to complete the assessment.
4. UA will provide an automated Excel Report that generates a profile of each student, a summarized parent report, and classroom level data.
5. UA will provide assistance with analyzing data after the assessment is completed.

SERVICES TO BE PROVIDED BY DISTRICT

1. TUSD will provide a TUSD site for a four-day training session for Discover “observers” December 1-4, 2014.
2. TUSD will hire and pay 12-15 observers to be trained in the Discover assessment protocol. Each team, composed of six observers, will have at least one bi-lingual member.
3. TUSD will provide observers with all necessary supplies and equipment.
4. TUSD will select specific kindergarten and first grade classrooms for the pilot to ensure that underrepresented students will be overrepresented within the sample. Schools include: Bloom, Borman, Cragin, Erickson, Fickett, Ford, Kellond, Myers, Naylor, Wheeler, Whitmore, Wright, Sewell, Tully, Dietz, Drachman, Holliday, Steele, Soleng Tom, Maxwell, Miller, Tolson, Pueblo Gardens, Grijalva, Lynn, Banks, and Warren.
5. TUSD assessment of these students will commence January 19, 2015.

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 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.

DURATION

This Agreement shall commence once fully executed and continue for the 2014-2015 school year. The agreement will automatically renew for up to three additional fiscal years unless terminated by either party. Renewals extend this agreement through June 30th, 2018.

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:
Lewis Barbieri, Director
Contracting & Research Services
University of Arizona
P.O. Box 210158, Rm 510
Tucson, AZ 85721-0158

Tucson Unified School District
Martha Taylor, Director
Advanced Learning
Tucson Unified School District
102 N. Plumer Ave.
Tucson, AZ 85719

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

In the event of a dispute under the agreement, the parties agree to use arbitration to the extent required under A.R.S. §12-1518 and A.R.S. §12-133.

NON-DISCRIMINATION

The parties agree to be bound by applicable State and federal rules governing Equal Employment Opportunity and Non-Discrimination.

CONFLICT OF INTEREST

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

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.

AMENDMENTS

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

ELECTRONIC SIGNATURES

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.

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 ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA

Lewis Barbieri
Director, Office of Research & Contracts Analysis

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 _____, 2014.

By: _____
Mary de Ranitz, Associate General Counsel

FOR TUCSON UNIFIED SCHOOL DISTRICT

Adelita Grijalva
President, Governing Board

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 Tucson Unified School District.

Dated this _____ day of _____, 2014.

By: _____
Julie Tolleson, General Counsel