

**INTERGOVERNMENTAL
AGREEMENT BETWEEN
COTTONWOOD-OAK CREEK ELEMENTARY SCHOOL
DISTRICT
AND
MINGUS UNION HIGH SCHOOL
DISTRICT**

WHEREAS, the Cottonwood-Oak Creek Elementary School District ("Cottonwood") and Mingus Union High School District ("Mingus") have an obligation to provide special education programs and related services under A.R.S. § 15-341(A)(27) and § 15-764;

WHEREAS, Cottonwood and Mingus have an obligation to employ supportive special personnel for the operation of special school programs under A.R.S. § 15-764(A)(2);

WHEREAS, Cottonwood has hired a Special Education Director; and

WHEREAS, Cottonwood and Mingus have the authority to enter into this Agreement under A.R.S. § 15-342(13) and § 11-952,

THE PARTIES AGREE AS FOLLOWS:

1. **Purpose.** Cottonwood's Special Education Director will split time with and fill a similar role for Mingus. The Special Education Director will assist Mingus in developing and implementing its special education programs and services and accept related duties as may be assigned by Mingus' administration.
2. **Term.** This Agreement will commence on July 1, 2014, and terminate on June 30, 2015. The parties may renew this Agreement for subsequent one year terms upon approval of their respective governing boards.
3. **Cooperation.** The parties will regularly confer and cooperate in the scheduling of the Special Education Director's time and activities to avoid conflicts.
4. **Employment.** The Special Education Director is a Cottonwood employee, and Cottonwood will be responsible for salary and benefits. The Special Education Director's work days shall be determined in accordance with Cottonwood's calendar.
5. **Workers' compensation.** For purposes of A.R.S. § 23-1022 only, the

Special Education Director shall be deemed to be an employee of both Cottonwood and Mingus, although Cottonwood shall be solely responsible for the payment of workers' compensation benefits. Both Cottonwood and Mingus shall post a notice pursuant to A.R.S. § 23-906, in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

6. **Compliance with Mingus' Policies.** The Special Education Director will be expected to comply with all policies, rules, and regulations of Mingus while performing duties for Mingus. If Mingus has any concerns with the Special Education Director's non-compliance, Mingus shall communicate those concerns to Cottonwood. Mingus may have input on disciplinary matters, but Cottonwood shall have sole and final authority to impose discipline or not.

7. **Evaluation.** Cottonwood will formally evaluate the Special Education Director at least once per school year. Mingus may provide input into any evaluation of the Special Education Director for Cottonwood's consideration.

8. **FAPE.** Mingus will remain solely responsible for the provision of FAPE (Free and Appropriate Public Education) to its students.

9. **Payment.** Mingus will pay Cottonwood \$51,098 (Fifty one thousand ninety eight dollars) for the services provided by the Special Education Director under this Agreement. The amount will be paid in two equal payments of \$25,549 (Twenty five thousand five hundred forty nine dollars), with the first payment due on or before November 15, and the second payment due on or before April 15.

10. **Termination.** Either party may terminate this Agreement upon ~~sixty (60)~~ days written notice to the other party, for any reason. ~~Alternatively, the Agreement may be terminated for a material breach if a prompt meeting to discuss the issue is unsuccessful at resolving the matter and the terminating party sends 30 (thirty) days written notice to the other. Termination notwithstanding, Mingus shall be responsible on a prorated basis for any services provided under the Agreement by the Special Education Director up to the date of termination. Cottonwood will provide an invoice to Mingus that shall be paid within 30 (thirty) days thereafter.~~

11. **Dispute Resolution.** The parties agree to meet in good faith to seek a mutually acceptable resolution to any dispute which may arise. Any disputes not resolved in this fashion shall be submitted to mediation with a trained mediator before either party may file a claim for breach of this Agreement.

12. **Insurance.** Both parties agree to procure and maintain throughout this Agreement policies of liability and other insurance as necessary to insure the parties, their employees, agents, and contractors against any claim for injury or damages stemming from the parties' actions pursuant to this Agreement. Each party shall indemnify the other against any and all liability, costs, claims, or demands based on the negligence or willful acts of the indemnifying party, its agents, or employees pursuant to this Agreement.

13. **Property.** The parties do not anticipate having to dispose of any property upon termination of the Agreement. To the extent necessary, property shall be returned to the original owner.

14. **Non-Discrimination.** The parties will comply with Executive Order 99-4 and all other applicable state and federal employment laws, rules, and regulations, mandating that all persons will have equal access to employment opportunities, and that no person will be discriminated against on the basis of race, creed, color, religion, sex, national origin, or disability.

15. **Fingerprint and E-verify.** The parties acknowledge and agree to fingerprinting and e-verify requirements set forth in A.R.S. §41-4401 and the Federal Immigration and Nationality Act.

16. **Conflict of Interest.** This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

17. **Scrutinized Business Operations.** In accordance with A.R.S. § 35-391.06 and § 35-393.06, the parties hereby warrant that they do not have, and their subcontractors do not have, any scrutinized business operations in Sudan or Iran.

18. **Interpretation.** This Agreement shall be interpreted in accordance with Arizona law. Should any part of this Agreement be held invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

Cottonwood-Oak Creek Elementary
School District

Mingus Union High School District

By: _____

By _____

Date: _____

Date: _____

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that it is in proper form and within the powers and authority granted to the respective parties.

Attorney for Cottonwood-Oak Creek
Elementary School District

Attorney for Mingus Union High School
District

Date: _____

Date: _____

Cottonwood-Oak Creek Elementary
School District

Mingus Union High School District

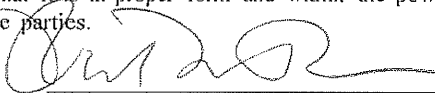
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Attorney for Cottonwood-Oak Creek
Elementary School District

Attorney for Mingus Union High School
District

Date: _____

Date: May 12, 2014