FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN VALLEY ACADEMY FOR CAREER AND TECHNOLOGY EDUCATION AND MINGUS UNION HIGH SCHOOL DISTRICT NO. 4

This First Amendment (this "Amendment") to the Intergovernmental Agreement (the "IGA") between Valley Academy for Career and Technology Education, a career and technical education district ("VACTE"), and Mingus Union High School District No. 4, an Arizona high school district ("Satellite District"), each a political subdivision of the State of Arizona (each individually, a "Party," and together, the "Parties") is effective as of the last date of execution by the Parties.

RECITALS

A. The Parties entered the IGA to provide for the career and technical education courses at Satellite District locations.

B. The Parties wish to amend the IGA to update and clarify the funding split for certain 9th grade students.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All capitalized terms not otherwise defined in this Amendment have the same meanings as contained in the Agreement (additions in **bold**, redactions in ~~strikethrough~~).

2. Section 5(a)(ii) is hereby deleted and replaced with the following:

> ii. As a reimbursement for the direct and indirect cost of goods and services provided by Satellite District for the delivery of the Satellite CTED Courses, VACTE shall pay Satellite District a fixed percentage of Satellite Funding based on Satellite ADM to reimburse Satellite District for the costs incurred by the Satellite District to deliver the CTED Satellite Courses, as follows:
>
> - For FY27-FY29, the Satellite District will be funded Seventy Percent (70%) of the Satellite Funding for the approved CTED Satellite Courses, provided that the percentage of Satellite Funding paid to the Satellite District shall not exceed the costs incurred by the Satellite District or the supplanting threshold for the Satellite District to deliver the CTED Satellite Courses. (Exhibit J: Satellite District Supplanting Policy)
> - If the Satellite District has incurred higher costs for approved CTED Satellite Courses than the percentage funded by the CTED, the Satellite District may

apply for Supplemental Funding to help offset the cost. The supplemental funding application is attached as Exhibit H to this Agreement.

- VACTE and Satellite District agree that all funds received by VACTE pursuant to Proposition 123, including adjustments to the Base Level amount ~~and Additional Funding~~ (A.R.S. § 15-962.01), shall be treated as Maintenance and Operations funding for the purposes of this Agreement.

- One hundred percent (100%) of VACTE's Teacher Experience Index funding is attributable to Satellite ADM.

- ~~Fifty percent (50%) of Additional Assistance funding is attributable to Satellite ADM.~~

- **VACTE and Satellite agree that all funds received by VACTE pursuant to 9th grade In-Demand Program funding will be funded at seventy percent (70%) of the Satellite Generated Funding for the approved CTED In-Demand Satellite Courses which generated the funding. This condition shall apply when the percentage of Satellite Funding paid to the Satellite District does not exceed the costs incurred by the Satellite District or the supplanting threshold for the Satellite District to deliver the CTED Satellite Courses. (See Exhibit J: Satellite District Supplanting Policy). If the Satellite District has incurred higher costs for approved CTED Satellite Courses than the percentage funded by the CTED, the Satellite District may apply for Supplemental Funding to help offset the cost.**

- One hundred percent (100%) of funding is attributable to Satellite ADM from the Classroom Site Fund and the Instructional Improvement Fund, if ADE pays such funds to VACTE rather than directly to Satellite District.

4. In all other respects, the Agreement is affirmed and ratified, and except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect.

5. This Amendment and the Agreement are subject to cancelation by the Parties pursuant to A.R.S. § 38-511.

6. This Amendment may be executed in counterparts. A PDF or electronically scanned version of an executed signature page has the same force and effect as the originally signed page.

[Signatures on following page]

IN WITNESS HEREOF, the Parties sign this Agreement:

Dated this _____ day of _____, 2026 upon approval of the VACTE Governing Board approving this Amendment and authorizing its Superintendent to sign below:

Valley Academy for Career and Technology Education

By:_____
Bob Weir
Superintendent

Attorney Approval:
This Amendment has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the VACTE Governing Board.

By:_____
Legal Counsel for Valley Academy for Career and Technology Education

Dated this _____ day of _____, 2026, upon approval of the Satellite Governing Board, approving this Amendment and authorizing its Superintendent to sign below:

Mingus Union High School District No. 4

By:_____
Melody Herne
Superintendent

Attorney Approval:

This Amendment has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Mingus Union High School District.

By:_____
Legal Counsel for the Mingus Union High School District