

Intergovernmental Agreement
for
Algebra 1 Credit Agreement
Between
Cottonwood-Oak Creek Elementary School District
and
Mingus Union High School District

This Intergovernmental Agreement ("Agreement") is entered into this 1st day of August, 2014, by and between Cottonwood-Oak Creek Elementary School District #6 of Yavapai County ("Cottonwood-Oak Creek"), 1 N. Willard, Cottonwood, AZ 86326 and Mingus Union High School District #4 of Yavapai County ("Mingus"), 1801 East Fir Street, Cottonwood, AZ 86326.

I. TERM

The Agreement shall be in effect from August 1, 2014, until May 31, 2019. This Agreement may be amended or revised by the Parties annually or on an as-needed basis by mutual written agreement. The Agreement may be extended for additional terms of up to five years each upon written approval by both Parties executed no less than thirty (30) calendar days in advance of the date of termination of the then current term.

II. PURPOSE

The purpose of the Agreement is to provide for the granting of high-school graduation credit to 8th grade students of Cottonwood Oak-Creek School District who have successfully completed the Algebra 1 course of instruction while attending Mingus Union High School for one period daily.

III. RESPONSIBILITIES

Each Party to this Agreement is a political subdivision of the state of Arizona, authorized to enter into this Agreement pursuant to Arizona Revised Statutes (ARS) Section 11-952 *et seq.*

Cottonwood-Oak Creek will:

- Develop, with input from Mingus, a student contract, to be signed by each eligible student desiring to participate in Algebra 1 and the student's parent or guardian, in which the student agrees to enroll in Algebra 1 and

attend Mingus for the purpose of receiving high school graduation credit for the course.

- Approve and admit to Algebra 1 only the students who have (i) mastered the 8th grade math standards, (ii) exceeded the 7th grade standards, or (iii) been approved for participation by the 8th grade math teacher.
- Develop a plan for transporting Cottonwood-Oak Creek students to and from Mingus for the purpose of attending Algebra 1 classes.
- Ensure that students are aware that when on the Mingus campus they are subject to and will comply with not only Cottonwood-Oak Creek policies, but also Mingus policies.

Mingus will:

- Allow eligible 8th grade students from Cottonwood-Oak Creek to attend Algebra 1 classes at Mingus.
- Instruct Cottonwood-Oak Creek 8th grade students in Algebra 1 at the high school level aligned with the Arizona College and Career Ready Standards.
- Employ a teacher who meets the "highly qualified" requirements for high school math to teach Algebra 1.
- Keep attendance records for Algebra 1 and provide copies of such to Cottonwood-Oak Creek.
- Grant a high school math credit to each Cottonwood-Oak Creek student who successfully completes the Algebra 1 course taught at Mingus.

Mutual agreement:

- The Algebra 1 class will be made up of 8th grade students only, with a minimum of 18 students.
- The employees and staff of Mingus and of Cottonwood-Oak Creek will not for any purpose be considered employees or agents of the other Party. Each Party assumes full responsibility for the actions or inactions of its own personnel while performing duties under this Agreement, and each

Party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits of its employees.

- The Parties do not contemplate the joint purchase of any property under this Agreement. Upon termination of this Agreement, property of a Party shall remain the property of that Party.
- Each Party shall comply with all applicable federal and state immigration laws and employment laws, including but not limited to ARS Section 41-4401.
- Each Party certifies that it complies with Executive Order 2009-09, concerning nondiscrimination, which is hereby incorporated by reference as if fully set forth herein.
- This Agreement may be canceled for conflict of interest pursuant to Arizona Revised Statutes Sections 38-511.

IV. FINANCING

Mingus agrees to provide the facilities and the staff for the operation of the Algebra 1 class. Cottonwood-Oak Creek will provide Mingus with a stipend to compensate Mingus for the provision of the one-hour of instructor time per Algebra 1 class during the Term of this Agreement in the following amount:

- Twenty percent (20%), representing 0.2 FTE of the cost of the teacher's salary and benefits. Should other districts participate, the amount will be apportioned to each participating district based on the number of participating students from each participating district.

Cottonwood-Oak Creek shall pay its representative share of the stipend in two equal installments; one at the conclusion of Cottonwood-Oak Creek's fall semester and the second at the conclusion of Cottonwood-Oak Creek's spring semester.

V. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and hereby incorporates by reference all laws governing contracts of school districts required by statute or executive order.

VI. TERMINATION

This Agreement may be terminated by either Party, with or without cause, upon written notice to the other Party given no less than thirty (30) calendar days prior to the end of the then current semester. Said termination shall not become effective until the end of the then current academic year in which notice is given.

VII. ARBITRATION

In the event that misunderstandings or differences of opinion occur with regard to policies and procedures necessary to implement this Agreement, the appropriate supervisors from the respective Parties will meet to attempt to reach a solution. The Parties agree to participate in mediation with a trained, neutral mediator prior to seeking arbitration or filing any claim in a court of law. The Parties shall share equally the cost of the mediator; provided, however, that each Party shall bear the expense of their presentation before the mediator, including the cost of legal counsel should the Party desire to be represented at the mediation. Any dispute that cannot be resolved through negotiation or mediation shall be submitted to arbitration pursuant to the Arizona Uniform Arbitration Act, Arizona Revised Statutes Sections 12-1501, et seq.

VIII. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties hereto. There are no representations or other provisions other than those contained herein. Any amendment or modification of this Agreement shall be made only in writing and signed by the Parties to this Agreement.

IX. INVALIDITY OF PART OF THE AGREEMENT

The Parties agree that, should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

X. NOTICES

All notices or other correspondence between the parties regarding this Agreement shall be mailed or delivered to the respective parties at the following addresses:

Dr. Paul Tighe, Superintendent
Mingus Union High School

1801 East Fir Street
Cottonwood, AZ 86326

Ms. Barbara U'Ren, Superintendent
Cottonwood-Oak Creek School District
1 N. Willard Street
Cottonwood, AZ 86326

Notice shall be deemed delivered when handed to the Party at their place of business, or three days after being placed in the United States mail, postage prepaid, addressed to the Party. Either Party may change its address for notice by providing written notification of the change to the other Party.

Approved effective the date set forth above.

Dr. Paul Tighe, Superintendent
Mingus Union High School District

Ms. Barbara U'Ren, Superintendent
Cottonwood-Oak Creek School District

Date

Date

This Agreement has been reviewed by the undersigned attorneys for the districts and is approved as to form and authority.

Attorney for Mingus Union High School

Attorney for Cottonwood-Oak Creek

Date

Date