

INTERGOVERNMENTAL AGREEMENT
by and between
JTED
and
SATELLITE DISTRICT

This Intergovernmental Agreement (“Agreement”) is entered into as of the 1st day of July, 2012, by and between the Pima County Joint Technical Education District No. 11 (hereinafter known as “JTED”) and Amphitheater Unified School District No. 10 of Pima County (hereinafter known as “Satellite District”) for the joint exercise of powers pursuant to A.R.S. §15-342 and A.R.S. §15-393;

WHEREAS, the parties are authorized to enter into this Agreement pursuant to A.R.S. §11-952 and A.R.S. §15-342 and A.R.S. § 15-393;

WHEREAS, the parties want to provide joint technical education courses (“JTED Courses”), as defined in Section 4(E) below, at a satellite location (“Satellite”) designated by the Satellite District and/or to receive classes under the centralized model which may utilize video conferencing distance learning (VCDL) technology to deliver classes. Satellite District will continue to provide facilities and, for satellite classes, instructors for such JTED Courses.

NOW THEREFORE, in consideration of the mutual agreements set forth, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which JTED will provide the JTED Courses which meet the criteria provided in A.R.S. §15-391(3).

2. Term

This Agreement shall commence and be effective on July 1, 2012, and shall terminate on June 30, 2013, with annual review and possible renewal, unless terminated by either party as provided for in this Agreement. Payment, performance and obligations for any fiscal period are subject to the availability and appropriation of monies.

3. Termination

This Agreement may be terminated by either party upon written notice to the other party given no later than thirty (30) days before the end of the Satellite District’s semester. Said termination shall not become effective until the end of the current semester in which notice is given. Unless otherwise agreed in writing by the parties, all property purchased by a JTED or by a Satellite District with JTED funding under this Agreement shall remain the property of the JTED and shall be returned to the JTED by the Satellite District when no longer in use or upon termination, whichever is sooner. The JTED shall, using the procedures specified in the Uniform System of Financial Records for Arizona School Districts (“USFR”), maintain an inventory of all

equipment which the JTED supplies to the Satellite District and which is to be returned to the JTED.

4. Requirements under A.R.S. §15-393(L)

A. Financial Provisions for Existing and for New and Emerging Programs – See Exhibit A.

(1) The services provided by the parties shall be proportionally calculated in the cost of delivering the service.

(2) Payment for services shall not exceed the cost of the services provided.

(3) Payment obligations of JTED under this Agreement are conditioned upon receipt of funds from the State of Arizona or from funds received from tax levies. The obligations of the Satellite District are conditioned upon the availability to the Satellite District of funds that may lawfully be used for such purpose.

B. Accountability Provisions. The parties agree to cooperate as appropriate to ensure compliance of both parties with required student testing schedules and procedures, reporting, and other requirements of applicable state and federal law concerning accountability in educational programs and fiscal responsibilities. JTED may, at its expense, request an audit of accounting of expenditures by Satellite related to joint Technical education programs.

C. Responsibilities.

(1) Responsibilities of JTED.

a. JTED will manage the joint Technical education district.

b. JTED will maintain oversight over all JTED Satellite programs.

c. JTED may pay Satellite District for providing facilities and instruction for JTED approved classes, or may reimburse other entities for facilities used by the Satellite District in which to teach JTED Courses. JTED may distribute all or part of the funds received under A.R.S. § 15-977 (Proposition 301 - classroom site funds) and A.R.S. § 15-979 (Proposition 202 - instructional improvement fund).

d. On or before December 31 of each year, JTED shall submit a detailed report to the Career and Technical Education Division of the Department of Education pursuant to A.R.S. §15-393(M).

e. JTED will upload Satellite District student attendance reports into Arizona Department of Education (“ADE”) SAIS system at least every 20 days.

f. JTED will adopt rules of admission for students in JTED funded programs. JTED will not approve enrollment, nor provide funds for tuition or fees, for students to attend any career and technical education (“CTE”) course at any community college if the same or substantially similar CTE course is offered by the Satellite District, has space availability for the student to take the CTE course within the Satellite District, and the Satellite District will permit the student to take the course if it is offered at a school other than the one in which the student is enrolled, unless the student is already enrolled in the Satellite course. A Satellite District will not approve a student’s enrollment in a CTE course offered by a community college under such circumstances unless the CTE Director of the Satellite District authorizes such enrollment in writing and provides such authorization to the JTED.

(2) Responsibilities of Satellite District. Failure of Satellite District to comply with any of the reporting requirements of this Paragraph (2) may result in temporary or long term loss of funds to the Satellite District. JTED reserves the right to withhold funds to the Satellite District if the Satellite District fails to comply with the reporting requirements of this Paragraph (2).

a. Attendance data must be reported at least every 20 days by the Satellite District to JTED in order for the site to receive funding as agreed upon in the IGA. The Satellite District will be compliant with ADE reporting standards, provided, however, that JTED and Satellite District may agree that Satellite District will upload the attendance data.

b. Satellite District will provide the instruction in any Satellite Courses referenced on Exhibit A at Satellite through Satellite teachers who shall remain employees of Satellite District and subject to Satellite District’s employment policies. However, Satellite District may, to the extent permitted by A.R.S. § 15-537 and the personnel policies of the Satellite District, consult with and consider the input received from JTED in the teacher evaluations. If concerns regarding the quality of the program are identified to Satellite District and/or School Administration by either the JTED program review process or other means, the Satellite District will confer with the JTED regarding recommendations for improvement of the program.

c. Satellite District will provide a cost analysis and course JTED eligibility documents for each potential JTED class by March 1 of each year.

d. Satellite District will provide necessary facilities, equipment, supplies, maintenance, property and liability insurance, and instructional staff to conduct the JTED Courses. If a Satellite District uses JTED funds to construct or renovate a facility located on the Satellite District campus or on property owned by the Satellite District, the facility shall, except for occasional other uses mutually agreed upon between the parties, be used only for CTE programs offered by the JTED and must be made available to all qualified pupils who live within the JTED. In the event that the facility is no longer used only for CTE programs offered by the JTED, the Satellite District shall, unless the parties otherwise agree, reimburse the JTED for the depreciated cost of the construction and/or renovation as determined by general accepted accounting principles.

e. Satellite District will be responsible for student discipline. However, Satellite District may, to the extent permitted by A.R.S. § 15-841 and the student discipline policies of the Satellite District, consult with and consider the concerns of JTED with respect to this issue.

f. Satellite District will insure, repair, and maintain all property and equipment purchased by JTED for use in courses taught at a Satellite while located at the Satellite or in the possession of Satellite District. Satellite District will promptly replace/repair any damaged or stolen equipment purchased by JTED for use in courses taught at Satellite so as not to disrupt the education of the students in the program. Any equipment purchased by the JTED or with funds provided by JTED must be ordered, installed, and available for use by students no later than two months after the equipment has been purchased. All Equipment purchased from JTED funds, without regard to price, shall be tagged as JTED property and accounted for by the Satellite District. Equipment shall be defined as an article of nonexpendable personal property with a purchase price of \$200 or greater and a life expectancy of greater than one (1) year. The Satellite District shall make available for audit purposes a complete inventory of the JTED-funded items. Disposal of equipment must be in compliance with state regulations, with the equipment first being offered for return to the JTED. The Satellite District will follow state disposal guidelines if the JTED chooses not to receive the equipment back from the Satellite District. Satellite District will return the property and equipment owned by JTED when the property and equipment is no longer used by Satellite District for courses or upon termination of this Agreement. The equipment will be returned in good condition, normal wear and tear excepted. In the event Satellite District has installed computer software in JTED-owned computers, Satellite District may remove such software from any JTED-owned computer prior to removing the computer from the Satellite site.

g. Satellite District agrees that it shall use any monies received pursuant to this Agreement to supplement and not supplant base year CTE courses, and amounts for directly related equipment and facilities. Satellite District agrees that in order to enhance and not supplant CTE as required by A.R.S. §15-393(D)(9) and (10), Satellite District will continue to allocate monies at a level at least equal to what the Satellite District spent on CTE programs in the base year. Satellite District agrees that the payment for services shall not exceed the cost of the services provided. For purposes of this section, the amount spent in the base year shall be determined and adjusted as appropriate based on the definition and discussion in USFR Memorandum 219 of the State Auditor General.

h. Except the first year a Satellite District has joined a JTED, by October 15 of each year, Satellite District shall complete and submit to JTED all of the following for the previous fiscal year:

(i) The State Auditor General's USFR Memorandum 219 worksheet; and

(ii) All supporting documentation used to substantiate the figures reported on the State Auditor General's USFR Memorandum 219 worksheet.

i. Satellite District will provide a projected new year site budget no later than March 1 of each school year or as budget allocations are available, and a final detailed current year budget with narrative and expenditures using JTED CTE Final Report Form by May 1 of each school year. All previously unexpended JTED funds held in the 596 accounts must be carried forward for use in the new year, and included in the budget request to the JTED board.

j. Satellite District will comply with all applicable state, federal and JTED safety procedures and regulations.

k. Satellite District will cooperate with JTED to provide JTED with timely information for purposes of the report required by A.R.S. §15-393(M).

l. Satellite District will provide registration attendance information for JTED students in approved courses consistent with State guidelines and subject to the requirements of the Family Educational Rights and Privacy ACT (“FERPA”), 20 U.S.C. §1232g, et seq.

m. Satellite District will receive and utilize as it deems appropriate its proportionate share of all funds, if any, received from the JTED under A.R.S. § 15-977 (Proposition 301 - classroom site funds) and A.R.S. § 15-979 (Proposition 202 - instructional improvement fund) except that all funds received under this section must be used on approved JTED courses.

n. Satellite District will submit to JTED biannual attestations by all Supervisors who supervise Employees funded entirely or in part by JTED stating that said Employees perform only those duties that benefit Pima County JTED eligible programs and/or students for the period of time (all or in part) that the Employee is funded by JTED.

D. Type of Instruction. All Satellite Courses must be submitted for approval by December 31 of each school year and approved by the JTED Governing Board or its designee. All classes that may generate funding pursuant to this Agreement must meet the criteria for programs as required by law. All Satellite District teachers are required to follow these criteria.

E. Quality of Instruction. “JTED Course” shall mean a course which meets the following criteria identified as A.R.S. §15-391(3):

(1) Is taught by an instructor who is certified to teach career and technical education by the state board of education or by a postsecondary educational institution.

(2) Requires an assessment that demonstrates a level of skill or competency in a vocation or industry or that leads to certification in and acceptance by that vocation or industry.

(3) Requires specialized equipment or instructional materials that exceed the scope and cost of a standard educational course.

(4) Requires work-based learning components, career and technical student organization participation and laboratory experience as determined by the career and technical education division of the department of education.

(5) Meets the standards of a career and technical education preparatory program as determined by the career and technical education division of the department of education.

(6) Has a defined pathway to career and postsecondary education.

(7) Is approved by the career and technical education division of the department of education based on the requirements prescribed in this paragraph within one hundred twenty days after the submission of all required documentation.

(8) Is certified by the joint technical education district governing board to have met all the requirements prescribed in this article.

(9) Is offered only to students in grades nine, ten, eleven and twelve.

F. Enrollment.

(1) JTED may collect tuition for adult students and the attendance of pupils who are residents of school districts that are not participating in the joint district, pursuant to A.R.S. §15-393(H). The JTED Governing Board will set the tuition rate.

(2) For purposes of this Agreement, the definition of “student” is as defined in A.R.S. § 15-393(5). Adults and post-secondary students may enroll in JTED courses only upon mutual agreement of the Superintendents of both the Satellite District and JTED or their authorized designees. Satellite District agrees to indemnify and hold JTED harmless 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 of any person (including death) or property damage, arising from the conduct of any post-secondary or adult student enrolled in a JTED course.

G. Transportation Services. If transportation of students is necessary or if State law requires transport, Satellite District resources will be used to provide such transportation.

H. Review. This Agreement and any addenda shall be submitted by the JTED to the Joint Legislative Budget Committee for review.

5. Cancellation for Conflict of Interest

Pursuant to A.R.S. §38-511, either party may, within three (3) years after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time

while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party received written notice of the cancellation unless the notice specifies a later time.

6. Non-discrimination

The parties shall comply with Executive Order 99-4 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

7. Insurance

Satellite District and JTED each represent and warrant to the other that it shall at all times retain insurance coverage in compliance with State laws and shall name the other party as an additional insured.

8. Employees

An employee of any party to this Agreement who works under the jurisdiction or control of or within the jurisdictional boundaries of another party to this Agreement pursuant to this Agreement is deemed to be an employee of both public agencies for the purposes of Arizona workers' compensation law, and A.R.S. §23-1022. The primary employer shall be solely liable for the payment of workers' compensation benefits.

9. Mutual 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.

10. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona. JTED shall operate under the provisions of A.R.S. Title 15, Ch. 3, Art. 6 (§§15-391 and 15-396), as amended, and in the event a conflict exists between this Agreement and the laws of the State of Arizona, the laws of the State of Arizona shall control. Any reference to a particular statute in this Agreement shall also refer to that statute as amended in the future.

11. Mediation

Neither party may file a claim against the other without first participating in good faith in mediation with a trained and impartial mediator. The parties shall share equally the expenses of mediation, except that shared expenses shall not include the cost incurred by a party for representation by an attorney at the mediations, if such representation is desired.

12. Notice

Any notice required or permitted under the terms of this Agreement shall be deemed given or served if sent by certified mail, return receipt requested, postage prepaid to:

JTED

SATELLITE DISTRICT

Address: 2855 W. Master Pieces
Tucson, Arizona 85741
Fax: 520.352-5842

Address: 701 W. Wetmore Road
Tucson, Arizona 85705
Fax: 520.696-5047

13. E-Verify

To the extent applicable under Arizona Revised Statutes Section 41-4401, each party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes Section 23-214(A). A breach of the above-mentioned warranty by either party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching party. Each party retains the legal right to randomly inspect the papers and records of the other party or its subcontractors' employees who work on the Agreement to ensure that the Party or its subcontractors are complying with the above-mentioned warranty.

14. Scrutinized Business Operations

Pursuant to Arizona Revised Statutes Sections 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes Section 35-391 or 35-393, as applicable. If any party determines that another party submitted a false certification, that party may impose remedies as provided by law including terminating this Agreement.

15. 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.

IN WITNESS HEREOF, the parties sign this Agreement:

Dated this _____ day of June, 2012, upon resolution of the JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

Pima County Joint Technical Education District No. 11

By: _____

Alan Storm, Ph.D,

Title: Superintendent/CEO

Attorney approval:

This Agreement 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 JTED Governing Board.

By: _____

Legal Counsel for JTED

Dated this _____ day of _____, 2012, upon resolution of the District Governing Board of the Amphitheater Wells Unified School District No. 10, approving this Agreement and authorizing its Superintendent to sign below:

AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10

By: _____

Title: Superintendent

This Agreement 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 Amphitheater Unified School District No. 10 Governing Board.

By: _____

Legal Counsel for Amphitheater Unified School District No. 10

Exhibit A

Financial Provisions for Enhancement of Existing Programs and for New and Emerging Programs All Funds Contingent Upon The Pima County JTED Receiving Expected Revenue Through Appropriation from the State of Arizona

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