

**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **May 18, 2010**

TITLE: **Approval of Intergovernmental Agreement with the Pima County
Joint Technological Education District No. 11 for Project Search**

BACKGROUND: On May 11, the Governing Board approved the annual intergovernmental agreement ("IGA") between the District and the JTED, providing for the coordination of the joint and common powers between the JTED and Amphitheater relating to career and technical education programs. This agreement is separate from and in addition to the already approved agreement for general programs.


This second IGA with JTED No. 11 is for a special JTED program known as Project Search. Project Search provides an opportunity for exceptional (a.k.a., special) education to obtain employability skills through JTED courses which are offered in partnership with University Physicians Healthcare ("UPH") at Kino Hospital. The JTED is fully responsible for administration of the program, including all staffing, facilities, equipment, supplies, maintenance, and property requirements.

Amphitheater students will be placed into the Project Search program through their individualized education programs (IEP's) and are expected to participate in four hours of JTED course time per day, five days per week. The District will pay tuition to the JTED for services provided to participating students. Tuition will consist of the amount of base support level, plus Group B or other weights applicable to each individual student, but in no event will exceed the actual costs of the JTED's services to the individual student.

Presently, it is only intended that one Amphitheater student will be participating. More students, however, may participate in the future.

Counsel has reviewed the agreement and has determined that it is within the power and authority of the Amphitheater Governing Board to enter into the agreement.

RECOMMENDATION: This item is presented for the Board's action. The administration recommends approval of this IGA.

INITIATOR:  Todd A. Jaeger
Associate to the Supt. 5/17/2010

Signature Name/Title Date

ASSOCIATE SUPERINTENDENT
SIGNATURE:

SUPERINTENDENT SIGNATURE:



INTERGOVERNMENTAL AGREEMENT
by and between
JTED
and
AMPHITHEATER UNIFIED SCHOOL DISTRICT
regarding PROJECT SEARCH

This Intergovernmental Agreement ("Agreement") is entered into as of the ____ day of _____, 2010, by and between the Pima County Joint Technological Education Sending District No. 11 (hereinafter known as "JTED") and Amphitheater Unified School District No. 10 of Pima County (hereinafter known as "Sending 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 technological education courses ("JTED courses") as defined in Section 4(E) below to Exceptional Education students at Kino Hospital as further provided herein;

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 to Exceptional Education students of the Sending District which meet the criteria provided in A.R.S. §15-391(3).

2. Term

This Agreement shall commence and be effective on July 1, 2010, and shall terminate on June 30, 2011, and will automatically renew from year to year 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. No sooner than sixty (60) but no later than thirty (30) days prior to the termination date of this Agreement, designated representatives of the parties shall confer to discuss any modifications of this Agreement to become effective upon renewal. To the extent permitted by law, the JTED Superintendent may, upon renewal, agree, on behalf of the JTED Governing Board, to modifications to this Agreement that do not significantly alter the scope or purpose of this Agreement or do not commit the JTED to financial obligations not anticipated by this Agreement.

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 any given semester of the Sending District. Said termination shall not become effective until the end of the current semester in which notice is given.

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

A. Financial Provisions.

(1) Sending District will pay tuition to JTED an amount equal to the base support level plus any applicable weights including the applicable group B weight for the special needs category associated with each individual student provided services pursuant to this Agreement.

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

(3) Payment obligations of Sending District under this Agreement are conditioned upon the availability of funds that may lawfully be used for such purpose.

(4) Payment for tuition by the Sending District shall be governed by Exhibit A, attached to this Agreement and shall be payable in full after the completion of the second week of the 1st semester.

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.

C. Responsibilities.

(1) Responsibilities of JTED.

a. JTED will offer an employability skills program offering JTED courses to Exceptional Education students in partnership with University Physicians Healthcare (“UPH”) at Kino Hospital (hereinafter known as “PROJECT SEARCH”). The program will be limited to 13 students for the 2010/2011 school year. The program will run 5 days a week, 6.5 hours a day during the 2010/2011 school year.

b. JTED will provide the instruction through JTED teachers subject to hiring, evaluation and discipline by the JTED.

c. JTED will provide necessary facilities, equipment, supplies, maintenance, property and liability insurance to conduct the JTED Courses.

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. On a daily basis, JTED will upload student attendance to Sending District for four one hour periods per day for each day each student attends PROJECT SEARCH. JTED will upload attendance reports into SAIS for the remaining 2.5 hours into ADE SAIS system at least every 20 days as JTED central students.

f. JTED will provide quarterly grades and progress reports to students and parents and will provide a copy to Sending District.

g. JTED will adopt rules of admission for students in PROJECT SEARCH courses.

(2) Responsibilities of Sending District.

a. The Sending District will complete an Individual Education Plan (IEP/504) for each student prior to 07/15/10 specifying placement in PROJECT SEARCH.

b. JTED will notify Sending District of any subsequent IEP/504 meeting involving a Sending District student and will permit a qualified member of Sending District's staff to attend and participate in such meetings.

c. Sending District is responsible for conducting all 3 year evaluations, if required.

d. Students who withdraw from PROJECT SEARCH for any reason will return to Sending District

e. Sending District will upload attendance reports into ADE SAIS system at least every 20 days as District of Attendance.

E. **Quality of Instruction.** "Joint technological education course" shall mean a course which meets the following criteria identified as A.R.S. §15-391(3);

(1) The course is designed to directly lead a student toward a specific career, vocation or industry.

(2) The course 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.

(3) The course requires specialized equipment or specialized instruction materials above and beyond the scope and cost of a standard educational course.

(4) The course is designed to lead the student toward certification that is accepted by a vocation or industry as demonstration of skill or competency in that vocation or industry.

(5) The course is part of a program that requires students to obtain a passing score on any examination that is required and has been approved by the Arizona State Board of Vocational and Technological Education that demonstrates a level of skill or competency for that program of study that is accepted by a vocation or an industry.

(6) The course meets the standards of a career preparatory vocational program as determined by the Career and Technical Education Division of the Department of Education.

(7) The course is certified by the JTED Governing Board as having met all the requirements of this Section E.

(8) The course is approved by the Career and Technical Education Division of the Department of Education as provided in A.R.S. §15-391(3)(h).

(9) The course is only offered to students in grades 9 through 12 inclusive.

F. **Enrollment.** 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 Sending District and JTED or their authorized designees. Enrollment in PROJECT SEARCH is limited to 13 Exceptional Education students in the 2010/2011 school year and, in the event that this IGA is renewed, total enrollment in future years, as well as the number of students from Sending District who may receive services under this Agreement, shall be determined by the JTED.

G. **Transportation Services.** Transportation to and from the program is not provided by the JTED and are the responsibility of the students participating in PROJECT SEARCH and/or the Sending District.

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 agree that, in fulfilling the obligations set forth in this Agreement, they shall not discriminate against any person on the basis of race, color, religion, gender age, national origin, language of origin, disability, sexual orientation, gender identity or expression, or marital status. The parties agree further to 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.

7. Insurance

Sending 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

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

SENDING DISTRICT

Address: 701 W. Wetmore Rd
Tucson, AZ 85705
Fax: 520-696-5074

13. 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 _____, 2010, upon resolution of the JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

Pima County Joint Technological Education Sending 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: _____

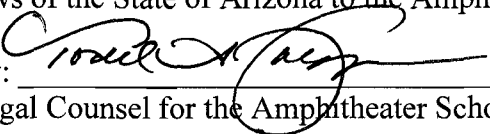
Legal Counsel for JTED

Dated this 18 day of May, 2010, upon resolution of the Governing Board of the Amphitheater 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 Governing Board.

By: 
Legal Counsel for the Amphitheater School District