

**Intergovernmental Agreement by and between
Amphitheater Unified School District and
Pima County Joint Technical Education District**

This Intergovernmental Agreement ("Agreement") is entered into this 1st day of September 2014, by and between Amphitheater Unified School District No. 10 of Pima County, Arizona ("Amphi") and the Pima County Joint Technical Education District No. 11 ("JTED") for the joint exercise of powers and shared use of facilities.

RECITALS

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

WHEREAS, Amphi owns and operates the Amphitheater Land Lab, a career and technical education ("CTE") facility for agricultural and animal sciences, which is located at 400 E. Wetmore Road, in Tucson, Arizona ("the Land Lab");

WHEREAS, the Land Lab houses livestock to include cattle, swine, and sheep, some of which are owned by Amphi and some of which are personally owned by Amphi students, and all of which are cared for by Amphi students and staff;

WHEREAS, JTED offers a Veterinary Assistant program which requires that participating JTED students gain various veterinary care experiences with large animals, including livestock, and such JTED students, and JTED students benefit from such experiences; and

WHEREAS, Amphi CTE students would benefit from the opportunity to enroll in JTED Veterinary Assistant courses which may be taught in whole or in part at the Land Lab and would also benefit from observing the veterinary care provided by JTED staff or students to Amphi owned livestock.

NOW THEREFORE, be it resolved that the parties agree as follows:

1. Purpose

The purpose of this agreement is to establish the terms and conditions under which the parties will share the Amphi Land Lab facilities, equipment and animals and the manner in which the parties will provide services to one another and to students attending both JTED and Amphi CTE courses at the Land Lab.

2. Term

This agreement shall commence upon the first (1st) of September, 2014, and shall continue for twelve (12) months, terminating on August 31, 2015, unless renewed

by the parties or previously terminated by the parties in accordance with this agreement. The payment and performance obligations of the parties under this agreement during any fiscal period are subject to the availability and allocation of funding. No later than sixty (60) days prior to the termination date of this Agreement specified in this section, designated representatives of the parties shall meet to discuss any modifications or revisions which are necessary or appropriate for any renewal of 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 the other party's semester. Such termination shall not become effective until the end of the other party's current semester in which notice is given.

Notwithstanding the foregoing, however, Amphi shall have the exclusive right to terminate this agreement upon ten days written notice in the event of any condition, event, or violation of this agreement which Amphi, in its sole determination, poses a serious risk of harm or injury to students or the animals housed at the Land Lab.

Unless otherwise agreed in writing by the parties, all property purchased by JTED or by Amphi with JTED funding, under this Agreement shall remain the property of JTED and shall be returned to JTED by Amphi when no longer in use or upon termination, whichever is sooner. 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 JTED supplies to Amphi.

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

A. Financial Provisions

(1) Each party will be responsible for its own costs associated with fulfilling its responsibilities under this Agreement, provided, however, that JTED may reimburse Amphi for any costs associated with services performed by Amphi on JTED's behalf.

(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 Amphi are conditioned upon the availability to Amphi of funds that may lawfully be used for such purpose.

(4) Payment for services, use of equipment and supplies provided by Amphi on the JTED's behalf shall be governed by Exhibit A, attached to this Agreement.

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 Amphi related to joint Technical education programs and to the payments JTED is required to make to Amphi under the terms of this Agreement.

C. Responsibilities

(1) Responsibilities of JTED.

a. JTED will manage and control the Joint Technical Education District.

b. JTED will provide staff required to operate its Veterinary Assistant program at the Land Lab, to include one (1) or more teachers and one (1) full-time equivalent (40 hours per week) Veterinary Technician. The Veterinary Technician shall be principally located at the Land Lab and shall provide veterinary care services to animals at the Land Lab which are within his/her level of expertise, at no cost to the District. The provision of such staffing by JTED is a material and essential term of this Agreement, non-performance of which will justify termination of this Agreement upon 30 days written notice, notwithstanding any other provision of this agreement. JTED shall be responsible for hiring, evaluation and discipline such staff, provided, however, that the JTED hereby adopts and incorporates by reference herein the policies and regulations of Amphi dealing with the conduct and evaluation of teachers and other staff, except meet and confer policies and regulations that or other provisions that apply to the relationship between Amphi's Governing Board and any Amphi employee association. Each party agrees that it will inform the other regarding any conduct committed by a JTED staff member which might be grounds for discipline against the staff member. JTED shall, to the extent permitted by A.R.S. §15-537, consult with and consider the input received from Amphi in the hiring and evaluation of JTED staff who will or do work at the Land Lab. Teachers employed by both JTED and Amphi, shall be subject to evaluation by both JTED and Amphi. Amphi will, on JTED's behalf, procure substitute teachers for JTED courses and may, subject to the provisions of Exhibit A, seek reimbursement from the JTED for such services. JTED teachers and teachers from Amphi will work as part of teams at the schools of Amphi with respect to issues including learning communities, school-wide improvement, and performance pay with department and school-wide goals.

c. Student Discipline: While attending, going to and coming from JTED classes at the Land Lab, JTED students shall be responsible for following the policies and regulations of Amphi as they relate to student conduct, and JTED hereby adopts and incorporates by reference such policies and regulations. To the extent permitted by law, employees and administrators of Amphi may act on JTED's

behalf with respect to issues concerning student discipline, including allowing JTED teachers to refer disruptive JTED students to a school office at Amphi's campus, imposing discipline on JTED students for violations of policies regulating student conduct, including suspending students for ten (10) days or fewer, provided, however, that JTED shall be responsible for initiating, prosecuting, and carrying to conclusion any proceedings involving the possible long-term suspension (more than 10 days) or expulsion of a JTED student for conduct committed while attending, going to or coming from a JTED class, unless such conduct would concurrently allow Amphi to impose a long-term suspension or expulsion of the student, in which case Amphi shall be responsible for initiating such proceedings unless it declines to do so. In the event that a student is suspended or expelled from either Amphi or JTED, the entity from which the student is expelled or suspended shall inform the other entity of such action and the other entity may take any appropriate action with respect to that student, including barring the suspended or expelled student from its campus or facilities.

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 Amphi student attendance reports into ADE SAIS system at least every 20 days. JTED will take attendance on JTED's SchoolMaster system and will permit Amphi "read only" access to Amphi's attendance clerk.

f. JTED will adopt rules of admission for JTED students in JTED courses.

g. JTED will issue students attending JTED courses with a separate JTED identification card with picture for admittance to JTED facilities and Amphi's Land Lab or other campuses, parking lot, and other facilities where JTED facilities are located. JTED students whose home school is not the school upon which JTED facilities are located will have access to parking on Amphi parking lots to the same extent and under the same regulations and restrictions that apply to Amphi students attending classes at the same campus.

h. JTED will provide access to its wireless network for student internet use, if applicable.

i. JTED will provide coordination on each campus for end-of-program on-line assessments.

j. JTED will consult and coordinate with Amphi regarding all communications with the media concerning any activities occurring at the Land Lab. In all such communications, the Land Lab shall be referred to as the Amphitheater School District Land Lab.

k. JTED will consult and coordinate the scheduling of all JTED activities with Amphi's Director of Career and Technical Education, or his/her designee. Specifically, JTED personnel shall consult with and obtain permission from the Amphi CTE Director, or his/her designee, before performing any veterinary care procedure upon District owned animals. JTED personnel or students shall not conduct any such procedures on Amphi student-owned animals, unless such services are requested by the student owner.

(2) Responsibilities of Amphi.

a. 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., Amphi will provide information regarding JTED students in order for JTED to maintain files on the JTED Central Campus or JTED central office for such students. Amphi will provide the following information: Student's full legal, name, SAIS number, ethnicity, names of parent/guardian, home address, mailing address, emergency contact information, copy of Individualized Education Plan or a 504 plan if applicable (including all information concerning special education or 504 accommodations), copy of birth certificate, copy of immunization records, course schedule to show class periods, and add/withdrawal dates.

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

c. Upon agreement of the parties, Amphi will, to the extent permitted by law, provide to JTED any of the following services as requested by JTED: on-site support at the Land Lab with issues concerning student discipline and relations, provision of substitute teachers, nursing services, clerical and front office services (including receipt of materials and supplies ordered by JTED for its programs on Amphi's campus), photocopying and use of office equipment, maintenance and janitorial services, bookstore services for sale or distribution to JTED students of JTED class materials, technology support, security for the Central JTED Campus and the Land Lab Campus at the time such campus is being used after hours for JTED purposes, and any other service the parties agree that may be more efficiently provided by Amphi. Provisions of such services shall be reimbursed as provided in Exhibit A.

d. Amphi will provide JTED staff with access to phones, fire alarms, class bells, and intercom on the Land Lab campus.

e. Amphi will permit JTED teachers, Veterinary Technician and students with access to District owned animals for the conduct and observance of necessary and appropriate veterinary services and procedures and for those serving recognized and necessary instructional purposes.

f. Amphi shall provide to JTED students attending JTED classes at the Land Lab the same parking, food service, nursing, and similar services, if any, under the same terms and restrictions as provided to students of Amphi. Amphi will insure that students coming from off-campus to JTED courses at the Land Lab will have access to parking facilities (if eligible for parking privileges) and to the campus during all times in which JTED courses are offered.

g. Amphi may, to the extent that JTED is unable to do so, provide necessary facilities, equipment, supplies, maintenance, property and liability insurance to conduct JTED Courses at the Land Lab, and may continue to do so until and if JTED is able to provide such facilities, equipment, supplies, maintenance and property and liability insurance. JTED shall reimburse Amphi for the cost of providing the foregoing items as provided in Exhibit A.

h. Amphi shall, at JTED's request, establish accounts in the bookstore of the campus upon which the Central JTED Campus and Shared Facility Campus is located for any JTED program for which establishment of such an account is permitted by law.

D. Quality of Instruction. "Joint Technical 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 Technical 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 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 nine (9) through twelve (12) inclusively.

E. 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). 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 Sending District and JTED or their authorized designees.

F. Transportation Services. JTED will be responsible for providing JTED students transportation to student events or for arranging with Sending District to provide such transportation. In any event, if parent/guardian permission is necessary for a JTED student to attend or be transported to a student event, JTED will use the permission forms used by Amphi. Transportation to and from JTED central programs will be the responsibility of the student unless the student has an IEP or 504 plan requiring different transportation arrangements.

G. Review. This Agreement and any addenda shall be submitted by 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

Amphi 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 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

2855 W Master Pieces
Tucson Arizona 85741
Fax: 520-352-5842

AMPHI

701 W Wetmore Rd
Tucson Arizona 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.

14. Amendments

To the extent permitted by law,

IN WITNESS HEREOF, the parties sign this Agreement:

Pima County Joint Technical Education Amphi No. 11

By: _____

Alan Storm, Ph.D.

Its: 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 JTED Governing Board.

By: _____

Legal Counsel for JTED

Amphitheater Unified School District No. 10 of Pima County Arizona

By: _____

Patrick Nelson
Its: Superintendent

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 Amphitheater's Governing Board.

By: _____

Legal Counsel for Amphi