

Intergovernmental Agreement  
for  
Band Instruction  
Between  
Clarkdale-Jerome Elementary School District  
and  
Mingus Union High School District

This Intergovernmental Agreement ("Agreement") is entered into this 1<sup>st</sup> day of August, 2014, by and between Clarkdale-Jerome Elementary School District #3 of Yavapai County ("Clarkdale-Jerome"), 1615 Main Street, Clarkdale, AZ 86324 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, 2015.

**II. PURPOSE**

The purpose of the Agreement is to provide for band instruction for students of Clarkdale-Jerome Elementary School District for one period daily on regular school days.

**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.*

**Clarkdale-Jerome will:**

- Provide the instructor with classroom space and instructional materials.
- Make scheduling arrangements for students to participate in the band program.
- Reimburse the instructor for mileage at the state reimbursement rate for travel between Mingus Union High School and Clarkdale-Jerome School each instructional day.

**Mingus will:**

- Employ a teacher qualified to teach band, who will instruct Clarkdale-Jerome students at a level aligned with the Arizona College and Career Ready Standards.
- Assist with access to band instruments for band students.
- Allow Clarkdale-Jerome to utilize Mingus' auditorium for band performances, as available.

**Mutual agreement:**

- The employees and staff of Mingus and of Clarkdale-Jerome 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 staff for the operation of the band class. Clarkdale-Jerome will compensate Mingus for the cost of the band teacher for 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.

Clarkdale-Jerome shall pay its representative share of the stipend in two equal installments; one at the conclusion of Clarkdale-Jerome's fall semester and the second at the conclusion of Clarkdale-Jerome'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. Kathleen Fleenor, Superintendent  
Clarkdale-Jerome School District  
1615 Main Street  
Clarkdale, AZ 86324

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.

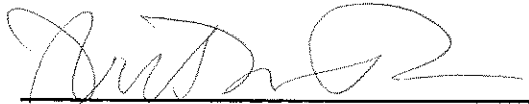
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Dr. Paul Tighe, Superintendent  
Mingus Union High School District

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Ms. Kathleen Fleenor, Superintendent  
Clarkdale-Jerome 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

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Attorney for Clarkdale-Jerome

6/11/14  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date