

INTERGOVERNMENTAL AGREEMENT

by and between

PARADISE VALLEY UNIFIED SCHOOL DISTRICT #69

A political subdivision of the State of Arizona
(hereinafter "PVUSD")

and

AMPHITHEATER UNIFIED SCHOOL DISTRICT #10

A political subdivision of the State of Arizona
(hereinafter "Participating District")

I. PARTIES

This Intergovernmental Agreement (the "Agreement") is entered into this 21st day of June, 2016 between the Paradise Valley Unified School District #69, a political subdivision of the State of Arizona ("PVUSD") and **AMPHITHEATER UNIFIED SCHOOL DISTRICT #10**.

II. STATUTORY AUTHORITY

The parties to this Agreement are empowered to carry on activities included in this Agreement pursuant for the joint exercise of powers pursuant to: A.R.S. § 11-951, *et seq.*, A.R.S. § 11-952, *et seq.*, A.R.S. § 11-954, *et seq.*, A.R.S. § 15-341, A.R.S. § 15-342.

III. RECITALS

- A. **WHEREAS, Participating District** wishes to participate in PVUSD's Live Experiential Learning Programs under the terms set forth in this Agreement.
- B. **WHEREAS, PVUSD** agrees to facilitate **Participating District's** participation in all Live Experiential Learning Programs under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, PVUSD and **Participating District** agree as follows:

IV. COVENANTS

- A. PVUSD agrees to:
 - 1. Establish dates for conducting Live Experiential Learning Programs during the fall and spring semester of the school year.

2. Facilitate **Participating District's** participation in Live Experiential Learning Programs for the school year by providing **Participating District:**
 - a. Classroom Program Curriculum for each Live Experiential Learning Program at least 30 days prior to the start date.
 - b. Classroom Kits for each Live Experiential Learning Program at least 30 days prior to the start date.
 - c. Access to live-feed and/or pre-recorded broadcasts.
 - d. Access to each Live Experiential Learning Program's website.
3. Supply teacher support material in the event of a failed live broadcast.

B. **Participating District** agrees to:

1. Participate in any of the Live Experiential Learning Programs during each school year on dates established by PVUSD.
2. Provide PVUSD a final enrollment count of **Participating District's** students participating in each Live Experiential Learning Program for the school year no later than two (2) weeks after the start date.
3. Pay to PVUSD the appropriate amount (see attached Schedule A) for each **Participating District's** student participating and classroom program curriculum or classroom kits in each Live Experiential Learning Program for the school year no later than thirty (30) days after the final day of classroom instruction for the program. PVUSD shall have the right to update the Schedule A each school year.
4. Require participating teachers, staff or district representative to view online teacher professional development for each Live Experiential Learning Program at dates, times, and locations established by PVUSD.
5. Provide all equipment for **Participating District's** students to view live-feed broadcasts for each Live Experiential Learning Program.
6. Provide all supplies for **Participating District's** students to participate in each Live Experiential Learning Program if not purchasing Classroom Kits from PVUSD.

C. The parties mutually agree that:

1. **Term of Agreement.** This Agreement shall become effective as of the date it is signed by both parties and shall expire on **June 30, 2020**.
2. **No Employment Relationship. Participating District** employees shall not be considered PVUSD employees and PVUSD employees shall not be considered **Participating District** employees by virtue of this Agreement, and neither PVUSD nor **Participating District** personnel will be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other party to its employees. PVUSD shall not be responsible for hiring employees for **Participating District** to conduct instruction for each Live Experiential Learning Program.
2. **Amendment.** This Agreement may be modified at any time by mutual written consent of both parties.
3. **Indemnity.** PVUSD and **Participating District** shall, to the extent permitted by law, defend and hold harmless and indemnify each other, and all officers and employees from any and all costs and claims for damages to real or personal property or personal injury resulting and arising from the acts or activities associated with this Agreement.
4. **Notices.** All notices under this Agreement given by either party to the other shall be made in writing and shall be sent by U.S. Postal Service, first class mail as follows:

PVUSD: Mr. Michael Linn
 Director of Community Education
 Paradise Valley Unified School District #69
 15002 North 32nd Street
 Phoenix, Arizona 85032
 Phone: (602) 449-2206
 E-mail: mlinn@pvschools.net

Participating District: Dr. Roseanne Lopez
 Chief Academic Officer Elementary Education
 701 W. Wetmore Rd
 Tucson, AZ 85705
 520-696-5174
 rlopez@amphi.com

5. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

6. **Severability.** 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.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
8. **Termination Generally.** Either party may at any time terminate this Agreement by giving the other party not less than thirty (30) days prior written notice. In the event this Agreement is canceled by **Participating District, Participating District** shall remain responsible for payment to PVUSD for its participation in each Live Experiential Learning Program through the date of termination. In the event PVUSD terminates this Agreement, PVUSD agrees to return any unused funds to the **Participating District** from any advances. There are no non-cancelable commitments associated with this Agreement.
9. **Termination for Non-Availability of Funds.** Performance by either party under this Agreement is conditioned upon the appropriation and availability of funds allocated for such purposes. If funds are not appropriated or allocated for the purposes of this Agreement, then this Agreement shall terminate automatically as of the date of expiration of funding, with each party owing no duty or obligation to the other party except for payment for services rendered or expenses incurred prior to the expiration of funding.
10. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest pursuant to A.R.S. § 38-511.
11. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
12. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.
13. **Worker's Compensation.** Notwithstanding paragraph 2, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits,

which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

“All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker’s compensation.”

14. **FERPA Compliance.** Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.
15. **Disposition of Property upon Termination of the Agreement.** The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.
16. **E-Verify.** To the extent applicable under A.R.S. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The party’s breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.
17. **Fingerprinting Requirements.** The parties shall comply with the fingerprinting requirements of A.R.S. § 15-512 unless otherwise exempted.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

PARADISE VALLEY UNIFIED SCHOOL DISTRICT #69

By: _____

Date: _____

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that it is in appropriate form and within the powers and authority granted to each respective public body.

This _____ day of _____, 20____

By: _____
Legal Counsel for PVUSD

Participating District

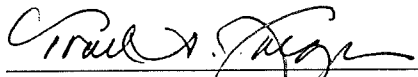
By: AMPHITHEATER UNIFIED SCHOOL DISTRICT #10

By: _____

Date: _____

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that it is in appropriate form and within the powers and authority granted to each respective public body.

This 15th day of June, 2016

By: 
Legal Counsel for Participating District

Schedule A

4 week program: \$2 (two dollars) per participating student

\$250 (two-hundred fifty dollars) per classroom kit or

\$30 (thirty dollars) per classroom program curriculum

6 week program: \$3 (three dollars) per participating student

\$300 (three-hundred dollars) per classroom kit or

\$50 (fifty dollars) per classroom program curriculum