



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

DATE OF MEETING: June 12, 2018

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

BACKGROUND:

On November 7, 2006, District voters approved Proposition 400 which permitted Amphitheater's participation in the formation of a Joint Technological Education District ("JTED") with other local school districts, pursuant to A.R.S. §15-591, *et seq.*

On May 13, 2008, the Governing Board first approved an intergovernmental agreement ("IGA") between the District and the JTED. The IGA coordinates and governs the joint exercise of joint and common powers between the JTED and Amphitheater. The IGA is renewed annually, and the current IGA is set to expire on June 30, 2018.

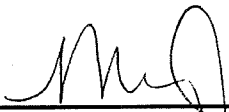
A new document has been prepared for approval by both districts' governing boards. The new IGA is presented by this item. If approved, this IGA becomes effective on July 1, 2018 and remains in effect for a period of time not to exceed one (1) year, unless terminated sooner.

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. This same general form of agreement will also be entered into by each of the other school districts which formed the JTED.

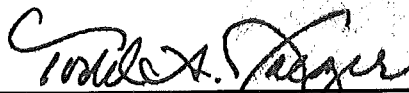
RECOMMENDATION:

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

INITIATED BY:


Michelle H. Tong, J.D.
Associate to the Superintendent and General Counsel

Date: May 25, 2018


Todd A. Jaeger, J.D., Superintendent

INTERGOVERNMENTAL AGREEMENT
by and between
JTED
and
SATELLITE
for
Provision of Joint Technical Education Courses

This Intergovernmental Agreement (“Agreement”) is entered into as of the ___ day of _____, 2018, by and between the Pima County Joint Technical Education District, an Arizona joint technical educational district (hereinafter known as “JTED”), and Tucson Unified School District No. 1, a political subdivision of the State of Arizona (hereinafter known as “Satellite District”), for the joint exercise of powers pursuant to A.R.S. §11-952 *et seq.*, 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 (“JTE Courses”) as a part of a joint technical education district program (“JTE Program”), as those terms are defined in A.R.S. §15-391, at a satellite location (“Satellite”) designated by the Satellite District, and to operate under a satellite model with the Satellite District continuing to provide the instructors and facilities for such courses;

WHEREAS, the Parties may want to provide JTE Courses and/or JTE Programs at satellite locations designated by Satellite District and to receive classes under the centralized model utilizing video conferencing distance learning (VCDL) technology to deliver classes. Satellite will continue to provide facilities and facilitators for the JTE 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 JTE Courses and a JTE Program which meet the criteria provided in A.R.S. §15-391.

2. Term

This Agreement shall commence and be effective on July 1, 2018, and shall be for a period of one (1) year, 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 is 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 semester; provided, however, that 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 with JTED funding, under this Agreement shall remain the property of the JTED and shall be returned to the JTED by the Satellite 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 and which is to be returned to the JTED.

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

A. Financial Provisions and Format for Billing. 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. Unexpended funds remaining at the school year end will be used to decrease the reimbursement allocation in the next school year unless a written plan for the accumulation of funds is requested and approved by the JTED Governing Board.

(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 Satellite are conditioned upon the availability to Satellite 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. JTED may, at its expense, request an audit or accounting of expenditures by Satellite related to JTE Courses and JTE Programs.

C. Responsibilities.

(1) Responsibilities of JTED.

- a. JTED will manage the joint technical education district.
- b. JTED will be responsible for the content and quality of JTE Courses taught by the Satellite and shall maintain oversight of all JTED Satellite programs.
- c. JTED will establish the standard for the quality of the teachers who instruct JTE Courses in accordance with the requirements of the Arizona Department of Education
- d. JTED may pay Satellite for providing facilities and instruction for JTED approved classes, or may reimburse other entities for facilities used by the Satellite in which to teach JTE Courses. JTED may distribute all or part of the funds it receives under A.R.S. §15-977 (Proposition 301 - classroom site funds) and A.R.S. §15-979 (Proposition 202 - instructional improvement fund) among the member districts in proportionate shares.
- e. JTED shall provide professional development for Satellite District JTED Courses and JTED Program teachers. The nature, duration, frequency and type of professional development provided by JTED pursuant to this section shall be determined in the sole discretion of JTED, but professional development shall be scheduled in collaboration with the Satellite District.
- f. JTED will adopt rules for admission of 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 JTED.
- g. JTED shall provide ongoing evaluation and support services to Satellite District JTE Courses and JTE Programs. The nature, duration, frequency and type of evaluation and support services provided by JTED pursuant to this section shall be determined in the sole discretion of JTED, but JTED will provide advance written notice no less than ten (10) business days before a visit to Satellite District of JTED's visits to Satellite for evaluation and support.

h. JTED will upload Satellite student attendance reports into the ADE SAIS AzEDS system at least every twenty (20) days unless it has a separate agreement with the Satellite District for the Satellite District to upload the student attendance reports directly into the ADE system.

i. JTED will maintain an itemized listing of goods and services that are provided to Satellite District and which are paid for by the retention of Satellite District student funding, which may include the professional development services and evaluation services required under sections 4(C)(1)(e) and (g), above. JTED shall provide said itemized list to Satellite District within thirty (30) calendar days of receipt of a request for same from Satellite.

j. Within thirty (30) calendar days of approval by JTED's Governing Board, JTED shall submit Satellite District requests for approval or addition of Satellite District JTE Courses or JTE Programs directly to the Career and Technical Education Division of the Arizona Department of Education.

k. JTED shall submit the report required by A.R.S. §15-393.01 in the manner mandated by said statute no later than December 31st of year for which this Agreement is in effect.

l. If Satellite is operating under a traditional block schedule, JTED shall count for the purposes of ADM reporting the first fifty-five (55) minutes of the block as time spent by the student in a JTED program, and allow Satellite District to count the remainder of the block as time spent by the student in Satellite programs.

(2) Responsibilities of Satellite District. Failure of Satellite District to comply with any of the reporting requirements of this Paragraph (2) may result in JTED withholding funds to the Satellite District on a temporary or long-term basis.

a. Attendance data must be reported at least every twenty (20) days by the Satellite District to JTED, unless otherwise agreed by the parties, in order for the site to receive funding as agreed upon in this Agreement. Satellite District and JTED may agree separately in writing for the Satellite District to upload the attendance data directly into the ADE system. Satellite District will be compliant with ADE reporting standards and Satellite District will upload the attendance data. If Satellite is operating under a traditional block schedule, Satellite District shall allow JTED to count the first fifty-five (55) minutes of the block as time spent by the student in a JTED program, and Satellite District shall count the remainder of the block as time spent by the student in Satellite programs.

b. Satellite District will provide the instruction in JTE Courses offered under this Agreement at Satellite through Satellite teachers who shall remain employees of

Satellite District and subject to Satellite District's employment policies. However, Satellite may, to the extent permitted under A.R.S. §15-537 and the personnel policies of Satellite District, consult with and consider the input received from JTED in 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 JTED regarding recommendations for improvement of the program. If the Satellite and JTED are operating on a centralized model basis, then this provision shall not apply. At the Satellite's request, JTED may provide a teacher or instructional coach or coach a course offered by the Satellite if the Satellite has a new teacher or unfilled position.

c. Satellite District will provide a cost projection and course/program eligibility documents for each potential JTED Course by March 1st of the school year prior to the school year when the JTE Course is to be taught, and will provide the actual cost analysis by November 1st of each year.

d. If Satellite District is participating in Distance Learning CTE classes, see Exhibit B.

e. Satellite District will provide necessary facilities, equipment, supplies, maintenance, property and liability insurance, and instructional staff to conduct the JTE Courses. If the 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 career and technical education programs offered by the JTED and must be made available to all qualified students who live within the JTED. In the event the facility is no longer used only for career and technical education 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 generally accepted accounting principles.

f. Satellite and Satellite District will be responsible for student discipline. However, Satellite 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.

g. Satellite District will insure, repair and maintain all property and equipment purchased by JTED for use in JTE Courses taught by Satellite while in the possession of Satellite. Any equipment purchased by the JTED or with funds provided by the JTED must be ordered, installed or available for use by students no later than two months after the equipment has been purchased. All equipment purchased with JTED funds, without regard to price, shall be tagged 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

list of JTED-funded items. The Satellite District will return, or dispose of when mutually agreed upon beforehand, the property and equipment owned by JTED when the property and equipment is no longer used by Satellite for JTE Courses. 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. In the event Satellite has installed computer software in JTED-owned computers, Satellite may remove such software from the JTED-owned computer prior to removing the computer from the Satellite site.

h. Satellite District agrees that it shall use any monies received pursuant to this Agreement to supplement and not supplant base year career and technical education and JTE Courses and amounts for directly related equipment and facilities. Satellite District agrees that in order to enhance and not supplant career and technical education as required by A.R.S. §15-393(D)(7) and (8), Satellite District will continue to allocate monies at a level equal to what was spent on career and technical educational and vocational programs in the base year to such programs or directly related equipment or facilities during the term of this Agreement. 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 Memo 219 of the State Auditor General.

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

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

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

j. Satellite District will provide a projected new year site budget no later than April 1st 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 June 1st 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.

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

l. Satellite District will cooperate with JTED to provide JTED with timely information for purposes of generating the itemized list required in Section 4(C)(2)(i) above and any reports required by A.R.S. §15-393.

m. Satellite District shall provide JTED with any and all documentation requested by JTED for the purposes of generating the report required by A.R.S. §15-393.01 by no later than November 30th of the then current JTED fiscal year. Satellite District shall provide any documentation requested by JTED after November 30th of the then current JTED fiscal year for the purposes of complying with A.R.S. §15-939.01 in a timely manner.

n. 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 by Satellite District under this paragraph must be used on approved JTED courses or programs.

o. 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 JTE Courses, JTE Programs, and/or students for the period of time (all or in part) that the Employee is funded by JTED.

p. Satellite District will maintain all birth certificates and shot records for JTED Central Campus students who are also enrolled in the Satellite District. Satellite District will provide JTED access to copies of said records upon request as necessary to carry out the terms of this Agreement and JTED will limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record.

q. Satellite District will prominently display the JTED logo and the statement “this program is enhanced by JTED” or “Powered by JTED” on every promotional material either in print or in electronic form for public viewing.

D. Type of Instruction. All proposed Satellite courses must be submitted for approval by December 31st of each school year and approved by the JTED Governing Board. All classes that may generate funding must meet the criteria for programs as required by law. All Satellite District teachers are required to follow these criteria. Satellite District shall submit all requests for approval or addition of Satellite District JTE Courses or JTE Programs directly to JTED.

E. Quality of Instruction. JTE Course shall mean a course which is part of a sequence of courses taught as a JTE Program and which meets the criteria identified in A.R.S. §§15-391(3) and (5).

F. Enrollment.

(1) JTED will coordinate enrollment and registration with the staff of each Satellite.

(2) Satellite and JTED must approve all enrollments, verifying student eligibility in classes approved by the JTED Governing Board.

(3) Satellite will provide registration and 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.*

(4) JTED may collect tuition for adult students, students who have a high school degree or GED, and 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.

(5) For purposes of this Agreement, a "student" is as defined in A.R.S. §15-393(D)(4). Adults and post-secondary students may enroll in JTE Courses only upon mutual agreement of the Superintendents of both the Satellite District and JTED or their authorized designee. Satellite District shall be responsible to acquire documentation pursuant to A.R.S. §15-828(A).

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

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 to the Agreement with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either Party receives written notice of the cancellation unless the notice specifies a later time.

6. **Non-discrimination**

The Parties shall comply with Executive Order 2009-09 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 of 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 through 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.

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 the mediator; however, each Party shall bear its own cost for presentation before the mediator, including the cost incurred by the Party for representation by an attorney at the mediation, 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: 2285 W. Master Pieces Drive
Tucson, AZ 85741
Fax: (520) 352-5842

SATELLITE

Address: PO Box 40400
Tucson, AZ 85717
Fax: (520) 225-6174

With a copy going to: Legal Department
701 W Wetmore Rd
Tucson, AZ 85705

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 June, 2018, 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

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 June, 2018, upon resolution of the District Governing Board of -
_____ Unified School District No. 10 approving this Agreement and authorizing its
Superintendent to sign below:

_____ **UNIFIED SCHOOL DISTRICT NO.** _____

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 _____ School District Governing Board.

By: _____
Legal Counsel for Satellite

Exhibit A

Funding

Itemize the services to be provided and the amounts to be allocated for funding of that service, indicating the amount the JTED will contribute to the course and the amount of support required by the Satellite. Itemized services and expenses may include but are not limited to teacher salaries, curriculum, facility usage, utilities, custodial care, and course supplies and equipment.

Exhibit B

Distance Learning CTE Courses

Any Satellite participating in Distance Learning CTE Classes utilizing the JTED Video Conferencing Distance Learning (VCDL) network will present the VCDL course to the JTED to accept as an approved site course, participate in JTED training to acquire usage procedures and instructional strategies, provide appropriate classroom environment and staff, and complete all necessary ADE forms in order for the class enrollment to be reported by the Satellite to JTED.

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