

The Humboldt Schools.
Motivating achievement since 1906.

GOVERNING BOARD MEETING

Thursday, July 31, 2014

**Transportation Training Facility
6411 N. Robert Road (bldg. 500)
Prescott Valley, AZ**

Special Session @ 7:00 PM

OFFICIAL COPY

Dr. Paul H. Stanton, Superintendent

**Richard Adler, President
Brian Letendre, Vice President
Gary Hicks, Member
Suzie Roth, Member
Carm Staker, Member**

The Humboldt School

GOV'TING BOARD MEETING

Thursday, July 31, 2014

Transportation Training Facility
6411 N. Robert Road (bldg 800)
Prescott Valley, AZ

Special Session @ 7:00 PM

Dr. Paul H. Stanton, Superintendent

Richard Adler, President

Brian L. Lander, Vice President

Gary Hicke, Member

Suzie Rott, Member

Gary Slater, Member

HUMBOLDT UNIFIED SCHOOL DISTRICT #22
A Caring, Learning Community Transforming Today's Learners into Tomorrow's Successes

**NOTICE OF COMBINED PUBLIC MEETING AND EXECUTIVE SESSION OF THE
GOVERNING BOARD OF EDUCATION**

Notice is hereby given that the Governing Board of the Humboldt Unified School District #22 will convene during a meeting open to the public on **Thursday, July 31, 2014, at the HUSD Transportation Facility, located at 6411 N. Robert Road (building 500), Prescott Valley, Arizona.**

- If authorized by a majority vote of the members of the Governing Board, any matter on the Open Meeting Agenda may be discussed in executive session for the purpose of obtaining legal advice thereon, pursuant to A.R.S. 38-431.03 (A)(3). The Board may also vote to convene in executive session to review and discuss issues marked with an asterisk (*). These sessions are not open to the public; however, Board decisions will be made in open public assembly.
- Members of the HUSD Governing Board who are not able to attend in person may participate via an electronic medium.
- The Agenda may be revised up to twenty-four (24) hours prior to the meeting. Revisions will be posted at the HUSD District Office located at 6411 N. Robert Road, Prescott Valley, Arizona.
- Arrangements to accommodate disabilities may be made by contacting Mary Diaz at (928)759-4000 or mary.diaz@humboldtunified.com prior to the meeting.
- Members of the public wishing to address the Board are requested to complete a Public Participation Form provided at the entrance of the meeting area.
- Discussion by the Board is limited to items posted on the agenda.

AGENDA

7:00 PM SPECIAL SESSION

1. WELCOME AND CALL TO ORDER

2. PLEDGE OF ALLEGIANCE/FLAG CEREMONY

3. ROLL CALL

4. AGENDA REVIEW/ACCEPT

5. PUBLIC PARTICIPATION

Participation is reserved for members of the public who have submitted a completed Public Participation Form. Total length of time shall not exceed 30 minutes. Individual times shall not exceed 5 minutes (Policy BEDH). When addressing the Board, speakers are to state their name and subject into the microphone so that their statements may be properly recorded.

Members of the Board may not discuss items that are not specifically on the agenda. Therefore, pursuant to A.R.S. §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later time.

6. ACTION

(Pages 1-27)

- A. Request for renewal of Intergovernmental Agreement with Mountain Institute JTED (Joint Technical Education District) for high school programs for fiscal year 2014-15

7. ANNOUNCEMENTS

- A. Next Scheduled Board Meetings are:

August 19, 2014	6:30 p.m.	Regular Meeting	@ Mountain View Elementary
September 9, 2014	6:30 p.m.	Regular Meeting	@ Glassford Hill Middle

8. ADJOURNMENT

Copies of agendas and supporting documentation relative to public meetings are available at the District Administration Office during normal work hours, 24 hours prior to a meeting and immediately preceding the meeting.

ACTION

Item 6A.

Renewal JTED - IGA

HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 6A
FROM:	Dave Capka, CTE Director	Reading
DATE:	July 8, 2014	Discuss
SUBJECT:	Renewal of Mountain Institute JTED Intergovernmental Agreement (IGA)	Action X Consent
OBJECTIVE:	Goal #1 – To raise the level of student achievement Goal #2 – To focus on planning for future student needs	

SUPPORTING DATA:

The MI JTED IGA was initially presented at the July 8, 2014 Governing Board Meeting and was tabled.

The following are questions from the Humboldt Governing Board, and the responses from the MI JTED.

1. Why can't the HUSD/MI JTED IGA be for a ONE year term?

Response: A three year or longer IGA term is very typical for JTED IGAs. The main body of the IGA rarely has significant changes and then an annual renewal is not necessary. Asking the JTED staff to review the agreement on a more frequent basis puts more burdens on the JTED. The agreement may be terminated by either Party upon written notice to the other Party, and other Satellite Districts including the JTED, given no later than thirty (30) days before the end of the Satellite District's semester.

Outcome: MI JTED has revised the HUSD IGA to a ONE year term.

2. Please provide further explanation why section d (shown below) was deleted from the FY2015 IGA.

Section d: (4.C.1.d.)

JTED may pay Satellite District for facilities and instruction for courses in JTED-approved programs, or may reimburse other entities for facilities used by the Satellite District in which to teach JTED programs/courses.

Response: Item d was removed from the IGA to bring the MI JTED Satellite IGA in alignment with the other 12 JTED Satellite IGAs currently being used and also to conform with changes made to Legislation in FY2013 regarding the JTED's ability to lease facilities from member districts.

Outcome: MI JTED has placed section d back into the FY2015 IGA.

3. With the clause releasing JTED from liability, in the case of litigation and the new Lineworker Program, what happens if a student experiences a fall that changes his family life forever? In a lawsuit, are we liable since they are released from liability? Welding is another program to be concerned with.

Response from Klissa Rueschhoff (The Trust)

Both districts have liability. Primary liability would depend on a number of things. The Trust should be contacted immediately so that an investigation can be made. Both districts are Trust members.

SUMMARY & RECOMMENDATION:

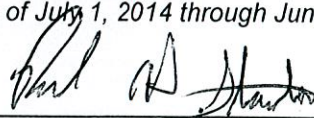
The Mountain Institute Governing Board and the Yavapai County Attorney's office have approved and/or vetted the IGA that details operations and agreements between Mountain Institute and the District for fiscal years 2014-15. District legal counsel has also approved the IGA.

It is recommended that the Governing Board approve renewal of the IGA between Humboldt Unified School District and Mountain Institute JTED.

Sample Motion:

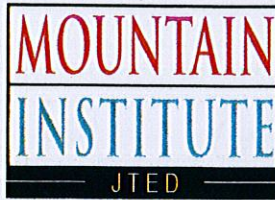
I move to approve renewal of the Intergovernmental Agreement between Humboldt Unified School District and Mountain Institute JTED for the term of July 1, 2014 through June 30, 2015.

Approved for transmittal to the Governing Board:



Dr. Paul Stanton

Questions should be directed to: Dave Capka (759-4100)



GET TRAINED. GET CERTIFIED. GET HIRED.

Recd 7/28/14 md

July 25, 2014

Mr. Rich Adler
Governing Board Chair
Humboldt Unified School District
7601 E. Manley
Prescott Valley, AZ 86314

Dear Mr. Adler,

I have been asked by David Capka, CTE Director at Humboldt Unified School District to answer the following questions he received from Dr. Paul Stanton seeking further clarification to questions discussed by the HUSD Governing Board related to the Mountain Institute JTED Satellite IGA.

The MIJTED Governing Board has discussed the following questions and has directed me to provide the responses attached to this letter. Although we have provided a detailed response to each of these questions, HUSD would be best served to seek legal advice on each of these items from HUSD legal counsel.

It is our hope that the responses we have provided to you will sufficiently answer the questions posed by the HUSD Governing Board. It is our hope that this will lead to final execution of the Satellite IGA, thus allowing the JTED to best serve the students enrolled at HUSD and ensure that the JTED can continue to provide support services for JTED/CTE programs at Bradshaw Mountain High School for the 2014 – 2015 school year. MIJTED is committed to providing *High Quality Career and Technical Education Programs* at both the Central and Satellite campus locations, and feel that approving the Satellite IGA is in the best interest of both the students and tax payers in HUSD.

The JTED is requesting that HUSD seek legal counsel review of the terms and conditions of the IGA, and that the Satellite IGA be reconsidered by the HUSD Board as soon as possible. If legal counsel for HUSD has specific questions or concerns, please have them contact Anthony Contente-Cuomo (JTED Counsel) at 1-480-461-5374 or by email at acc@udallshumway.com. Due to the pending start of the 2014-2015 school year, please return a signed and executed copy of the attached IGA to the JTED District Office by Wednesday July 30th by 4pm. If I can be of further assistance, please do not hesitate to contact the JTED office at 928-771-0791.

Sincerely,

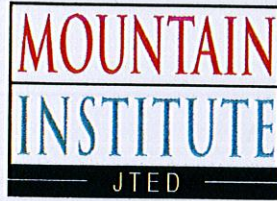
Jeremy R. Plumb
Superintendent

Cc. Mr. John Ott – MITJED Governing Board Chair
Ms. LaBeth Pondish – MIJTED Governing Board – Humboldt Representative
Dr. Paul Stanton – Superintendent, HUSD
Mr. David Capka – CTE Director, HUSD
Anthony Contente-Cuomo - JTED Legal Counsel

MIJTED Response to HUSD Questions and Concerns:

MOUNTAIN INSTITUTE. PROFESSIONAL-GRADE CAREER EDUCATION.

3003 CENTERPOINTE EAST DR. • PRESCOTT, AZ 86301 • OFC 928.771.0791 • FAX 928.771.0793 • WWW.MIJTED.NET



GET TRAINED. GET CERTIFIED. GET HIRED.

1. "Would like to have further discussion on the length of term on the IGA."

*As provided in our email response dated July 7, 2014, the MIJTED Governing Board approved the revised Satellite IGA, as revised by the JTED staff between the months of November 2013 and February 2014. The revised IGA language was presented to leadership at each district for review and comment, and was unanimously approved by district representatives prior to JTED legal counsel review and JTED Board approval. The MIJTED Board is requesting that each member district Governing Board approve the Satellite IGA including the three year term. **However, due the timing of these questions, and the pending start of students in JTED programs for the 2014-2015 school year, it is in the best interest of all parties to agree upon a one year IGA term for the 2014 – 2015 school year.***

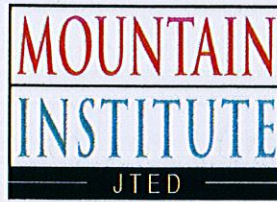
In addition to our earlier response provided below in red, the JTED wishes to further clarify the early termination language included in the IGA. In the event that HUSD should choose to terminate the Satellite IGA with MIJTED (Such as massive schedule changes in another district or other unforeseen circumstances), the then current IGA may be revised or cancelled at the end of the current semester as outlined in the IGA termination clause. Following the cancellation, both parties would then have the opportunity to renegotiate the IGA terms and conditions, including the length of the IGA. The early termination language is placed in the IGA to protect both the Satellite District and the JTED should the agreement need to be terminated prior to the end of the agreement.

A three year (or longer) IGA term is very typical for JTED IGAs and similar agreements. The main body of the IGA rarely has significant changes, thus an annual renewal is not necessary. As minor changes are needed to adjust the addendums during the three year term, the JTED has always brought the IGA back to each member district Board for review and ratification. These changes are normally due to changes or additions in programs, statutory citations, and grammatical corrections. Asking the JTED staff to review the agreement on a more frequent basis adds more burdens to the JTED (as we currently execute around 20 IGAs) and ultimately reduces the amount of funds available to support students and programs at the satellite level. I would also point out that the IGAs termination clause in Section 3, which would allow a member district to terminate the IGA at the end or a semester by giving the JTED notice 30 days prior to the end of the semester (see language below).

3. Termination

This Agreement may be terminated by either Party upon written notice to the other Party and other Satellite Districts included in the JTED given no later than thirty (30) days before the end of the Satellite District's semester. Said termination shall not become effective until the end of the then-current semester in which notice is given. Unless otherwise agreed to in writing by the Parties, all property purchased by the JTED, or by a Satellite District with JTED funding, under this Agreement shall remain the property of the JTED and shall be returned or refunded to the JTED by the Satellite District when no longer in use or upon termination, whichever is sooner. Equipment purchased from JTED funds shall be tagged and accounted for by both JTED and the Satellite District.

MOUNTAIN INSTITUTE. PROFESSIONAL-GRADE CAREER EDUCATION.



GET TRAINED. GET CERTIFIED. GET HIRED.

2. "Please provide further explanation why section d below was deleted from FY15 IGA"

*In addition to the explanation provided below in red, the language in section d. is not necessary as specific financial arrangements between the JTED and member District are outlined in **Exhibit A, Financial Provisions for Enhancement of Existing Programs and for New and Emerging Programs**. This section of the IGA is reserved for specific language regarding financial arrangements as approved by the JTED Governing Board. The language removed under Responsibilities of the JTED in section 4(C)(d) of the prior IGA has no effect on the language in Exhibit A. **It is our opinion that the request to re-insert this language in the HUSD version of the IGA is superfluous. Since item 4(C)(d) of the IGA has no legal bearing on the agreement for either party, the JTED is willing to re-instate this item for the 2014-2015 school year, and recommend that HUSD seek a formal opinion from legal counsel on this item.***

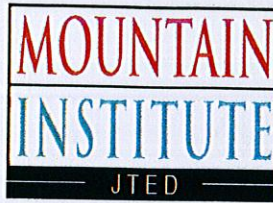
- d. JTED may pay Satellite District for facilities and instruction for courses in JTED-approved programs, or may reimburse other entities for facilities used by the Satellite District in which to teach JTED Programs/Courses.

Item d. was pulled from the IGA to bring the MIJTED Satellite IGA in alignment with the other 12 JTED Satellite IGAs currently being used and also to conform with changes made to legislation in FY2013 regarding the JTEDs ability to lease facilities from member districts. I have included the revised language below for your review. Prior to this revision, the original language in d. above, was necessary to allow the JTED to pay a satellite district for space utilized for offering JTED Centralized campus programs on a member district campus. When the statute changed in FY2013, it provided specific language regarding the approval process for the placement of Centralized programs on a member district campus (now must be approved by the JCCR), and specifies that the facility must be leased at a fair market value. It is for these reasons that JTED legal counsel recommended this section be removed as it was no longer applicable.

15-393. Joint technical education district governing board; report; definitions

R. The average daily membership for a pupil in grade ten, eleven or twelve who is enrolled in a course that meets for at least one hundred fifty minutes per class period at a leased centralized campus shall not exceed 0.75. The sum of the average daily membership, as provided in section 15-901, subsection A, paragraph 1, of a pupil who is enrolled in both the school district and in joint technical education district courses provided at a leased centralized campus shall not exceed 1.75 if all of the following conditions are met:

- 1. The course qualifies as a joint technical education course as defined in section 15-391.*
- 2. The course is offered to all eligible students in each member district of the joint technical education district and enrolls students from multiple high schools.*
- 3. The joint technical education district program in which the course is included addresses a specific industry need and has been developed in cooperation with that industry, or the leased facility is a state or federal asset that would otherwise be unused or underutilized.*
- 4. The lease is established at fair market value if the lease is executed for a facility located on the site of a member district and was approved by the joint committee on capital review, except that a lease that was executed or renewed before December 31, 2012 is not subject to approval by the joint committee on capital review. The requirement prescribed in this paragraph does not apply from and after December 31, 2016.*



GET TRAINED. GET CERTIFIED. GET HIRED.

3. "With the clause in their releasing JTED from liability in case of litigation, and the new Line workers program, what happens if a student experiences a fall and changes his family life forever. If they come back in court, does the outcome fall only to us since they are released from liability? Welding is another program we have this concern."

It is my assumption that this questions relates to Section 9 "Mutual Indemnification" provided below:

9. Mutual Indemnification

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") 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 Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

The statement above is standard language used in a variety of legal agreements to indemnify each party, holding them responsible for issues that only occur through their own negligence. This clause would protect HUSD and MIJTED in the example provided above unless the "act, omission, negligence, misconduct, or other fault" was caused by HUSD or MIJTED. This language has not changed from the previous Satellite IGAs approved by HUSD, and is standard language used in legal agreements between two public or governmental entities.

MIJTED strongly recommends that HUSD seek advice from legal counsel on its proper use and purpose.

It is our understanding from the TRUST that in the event of a student being injured in a JTED program, the primary responsibility for liability would belong to the district sponsoring the program. For example, if a student was injured in the CNA program provided on the BMHS campus, both HUSD and MIJTED would likely be liable, however HUSD would assume the primary role since it is their program and is housed on their district campus (unless otherwise agreed upon). Likewise, if the student was injured in the welding program at Yavapai College, it is likely that the College, JTED, and HUSD would have liability; however Yavapai College would assume the primary role. This same circumstance would likely apply to the Sports Medicine Program housed at MIJTED, where MIJTED would then assume the primary responsibility. It is important to understand that there is no guaranteed or standard answer to this question. The specific reason, circumstances, and facts related to an injury claim would have a significant impact on where the liability lies if there was any liability at all. It is safe to assume that if this ever occurred, all parties associated with the claim would be included in the litigation. The TRUST covers liability issues for all MIJTED partners including Yavapai College, and thus would make a determination of where the primary responsibility lies and to what extent the other partners are liable.

INTERGOVERNMENTAL AGREEMENT
by and between
Mountain Institute JTED
and
HUMBOLDT UNIFIED SCHOOL DISTRICT #22

This Intergovernmental Agreement ("Agreement") is entered into as of the 1st day of July, 2014, by and between the Mountain Institute Joint Technical Education District No. 02 of Yavapai County (hereinafter known as "JTED") and Humboldt Unified School District No.22 of Yavapai County (hereinafter known as "Satellite District") collectively known as the "Parties" 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 career and technical education courses ("JTED Programs/Courses"), at a satellite location designated by the Satellite District ("Satellite Location") and/or at a JTED Central Campus designated by the JTED ("Central Location"), as defined in Section 4(E) below, which may utilize video conferencing or other distance learning technologies and direct instruction to deliver classes. Satellite District will provide facilities and instructors for such JTED Programs/Courses at Satellite Locations.

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 Programs/Courses which meet the criteria provided in A.R.S. §15-391(3) and (5).

2. Term

This Agreement shall commence and be effective on July 1, 2014, and shall terminate on June 30, 2015, unless terminated by either Party as provided in this Agreement.

3. Termination

This Agreement may be terminated by either Party upon written notice to the other Party and other Satellite Districts included in the JTED given no later than thirty (30) days before the end of the Satellite District's semester. Said termination shall not become effective until the end of the then-current semester in which notice is given. Unless otherwise agreed to in writing by the Parties, all property purchased by the JTED, or by a Satellite District with JTED funding, under this Agreement shall remain the property of the JTED and shall be returned or refunded to the JTED by the Satellite District when no longer

in use or upon termination, whichever is sooner. Equipment purchased from JTED funds shall be tagged and accounted for by both JTED and the Satellite District.

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

A. Financial Provisions for Existing and for New and Emerging Programs – 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.

(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 the Satellite District are conditioned upon the availability to the Satellite District 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 and fiscal responsibilities. JTED may, at its expense, request an audit of accounting of expenditures by Satellite District related to JTED Programs/Courses provided to Satellite District.

C. Responsibilities.

(1) Responsibilities of JTED.

- a. JTED will manage the joint technical education district.
- b. JTED will maintain oversight of all JTED Programs/Courses including:
 - i. Approval of budgets for JTED Programs/Courses
 - ii. Financial accountability measures
 - iii. Career and technical education ("CTE") accountability measures
 - iv. Program review / evaluation
 - v. Program approval status
 - vi. Stewardship (equipment) inventory
 - vii. Professional development
 - viii. Curriculum review
- c. JTED will provide notification of no less than six- months' time, for all new programs being considered by JTED. JTED will provide satellite districts with program details that may include program description, scheduled times, location, high

school and college credits, industry certifications, program cost analyses and program eligibility documents for each potential new JTED Program/Course.

d. JTED may pay Satellite District for facilities and instruction for courses in JTED-approved programs, or may reimburse other entities for facilities used by the Satellite District in which to teach JTED Programs/Courses.

e. On or before December 31 of each year, JTED shall submit a detailed report to the Career and Technical Education Division of the Arizona Department of Education ("ADE") pursuant to A.R.S. §15-393(M).

f. JTED's SAIS Consultant will receive Central Campus and Satellite District student attendance reports and upload the data into the ADE SAIS system.

g. JTED will adopt registration requirements and may adopt rules of admission for students in JTED funded programs at Central and Satellite locations. JTED will not approve enrollment, nor provide funds for tuition or fees, for students to attend any 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. 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 (or other person designated by the Satellite District) of the Satellite District where the student attends school authorizes such enrollment in writing and provides such authorization to the JTED. JTED will only enroll students in a JTED Program/Course held at a community college who provide legal residency documents unless approval is obtained from JTED, community college and Satellite District.

h. JTED will, in conjunction with Satellite District, evaluate each JTED Program/Course offered by Satellite District to ensure quality, accountability, and to determine eligibility for funding and resources that may be provided toward JTED Program/Course improvement.

i. JTED will be responsible for student discipline at Central Campus locations where the instruction is being delivered, and will designate an administrator to be responsible for initial disciplinary action. However, JTED may, to the extent permitted by A.R.S. § 15-841 and the student discipline policies of the JTED, consult with and consider the concerns of Satellite District with respect to this issue.

j. JTED will meet, as requested, with Satellite District IEP teams to help determine whether a course is appropriate for a particular student and what accommodations may be needed.

(2) Responsibilities of Satellite District.

a. Failure of Satellite District to comply with any of the reporting requirements of this Paragraph 4(C)(2) may result in temporary or long term loss of funds to the Satellite District. JTED reserves the right to withhold funds to the Satellite District if the Satellite District fails to comply with these reporting requirements.

b. Attendance data must be reported every twenty (20) days (based on the JTED's calendar) by the Satellite District to Edvantage Partners, the JTED's "SAIS Consultant", or more frequently as requested by JTED.

c. Satellite District shall provide the instruction in any Satellite Courses referenced on Exhibit A at Satellite Locations through Satellite District teachers who shall remain employees of Satellite District and subject to Satellite District's employment policies. However, Satellite District shall, to the extent permitted by A.R.S. § 15-537 and the personnel policies of the Satellite District, consult with and consider the input received from JTED in the Satellite District evaluations of Satellite District staff.

d. Satellite District shall provide notification for each potential new JTED Satellite Program/Course including all new program criteria documentation (attached as exhibit E) by October 1 of preceding school year.

e. Satellite District will provide necessary facilities, equipment, supplies, maintenance, property, transportation to and from JTED Central Campus programs and related activities, and liability insurance, and instructional staff to conduct JTED Programs/Courses at Satellite Locations. Satellite district will provide transportation to and from JTED Central Campus programs. 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 District will be responsible for student discipline at Satellite Locations where the instruction is being delivered, and will designate an administrator to be responsible for initial disciplinary action. However, Satellite District 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 or with funds provided by JTED for use in JTED Programs/Courses taught at Satellite Location while in the possession of Satellite District. Any equipment purchased by the JTED or with funds provided by JTED must be installed

and available for use by students no later than thirty (30) days after the equipment has been received from the vendor. Equipment purchased with JTED funds shall be tagged and accounted for by the Satellite District. The Satellite District shall make available for audit purposes a complete physical inventory of the JTED-funded items which shall be completed by Satellite District each year by June 30. Disposal of equipment must be in compliance with Arizona 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. Satellite District will return the property and equipment owned by JTED when the property and equipment is no longer used by Satellite District for JTED Programs/Courses or upon termination of this Agreement. The equipment will be returned in good condition, normal wear and tear excepted. In the event Satellite District has installed Satellite District-funded computer software in JTED-owned computers, Satellite District may remove such software from any JTED-owned computer prior to removing the computer from the Satellite Location.

h. Satellite District agrees that it shall use any monies received pursuant to this Agreement to supplement and not supplant base year CTE programs, and amounts for directly related equipment, transportation to and from JTED Central Campus programs and related activities, and facilities. Satellite District agrees that in order to enhance and not supplant CTE as required by A.R.S. §15-393(D)(9) and (10), Satellite District will continue to allocate monies at a level at least equal to what the Satellite District spent on CTE programs in the base year. Satellite District agrees that the payment for services shall not exceed the cost of the services provided. 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 USFR Memorandum 219 of the State Auditor General.

i. Satellite District shall complete and submit to JTED all of the following for the previous fiscal year: (i) The State Auditor General's USFR Memorandum 219 worksheet; and (ii) All supporting documentation used to substantiate the figures reported on the State Auditor General's USFR Memorandum 219 worksheet.

j. Satellite District will provide a projected annual site budget by April 1st as requested by JTED or as budget allocations are available, and a final detailed current year actual expenditures report with narrative supporting each expenditure using JTED CTE Final Report Form by June 30 of each school year. Budget narratives should indicate associated instructional standards for all budgeted funds where appropriate. 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

k. Satellite District will comply with all applicable state, federal and JTED safety procedures and regulations. This shall include observance of occupancy load levels as established by local, state, or federal laws for appropriate facilities.

l. Satellite District will cooperate with JTED to provide JTED with timely information (no later than November 30 of each year) for purposes of the report required by A.R.S. §15-393(M).

m. Satellite District will provide registration and attendance information for JTED students in JTED Programs/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.

n. Satellite District will receive and utilize as budgeted its proportionate share of all funds, if any, generated by JTED program teachers under A.R.S. § 15-977 (classroom site funds) and A.R.S. § 15-979 (instructional improvement fund).

o. Satellite District shall provide all IEP and Section 504 information for any student enrolled in a JTED Program/Course at a JTED central campus location prior to enrollment of such student. Satellite District shall retain responsibility for implementation of the IEP or Section 504 accommodation plan, including provision of aides, assistive technology, or other specialized equipment as determined necessary by the IEP team.

p. Satellite District shall notify the JTED in writing immediately of any Satellite District student who drops a JTED Program/Course provided at a JTED central location using the form required by the Arizona Department of Education herein attached as exhibit D.

D. Type of Instruction. All new JTED Programs/Courses must be submitted by Satellite District by October 1 of each school year for subsequent approval by the JTED Governing Board. All classes that may generate funding must meet the criteria for programs and courses as required by A.R.S. §15-391(3) and (5) as well as the JTED program approval criteria herein attached as Exhibit E.

E. Quality of Instruction. JTED Programs/Courses shall mean a course which meets the following criteria identified as A.R.S. §15-391;

(1) The course is designed to directly lead a student toward a specific career, vocation or industry and has a defined pathway to career and postsecondary education.

(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 requires work-based learning components, career and technical student organization participation and laboratory experience as determined by the career and technical education division of the department of education.

(5) 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.

(6) The course is part of a program that requires students to obtain a passing score on an examination that is required and has been approved by the ADE-CTE Division (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.

(7) 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.

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

(9) 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) and (5).

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

All Satellite teachers / programs are required to follow the above criteria.

F. 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). The JTED will set admission requirements and the tuition rate. On or before 30 days after the beginning of each semester during which this Agreement is in effect, the Satellite District will provide the JTED with a list identifying each student who resides in a School District outside of the JTED boundaries who is enrolled in both the Satellite District and in JTED Programs/Courses. The JTED will invoice the Satellite District for the tuition required for those students on or before 30 days after receiving the enrollment information described above for each semester during which this Agreement is in effect.

(2) For purposes of this Agreement, the definition of "student" is as defined in A.R.S. § 15-393(D)(4). Adults and post-secondary students may enroll in JTED

Programs/Courses only upon mutual agreement of the Superintendents of both the Satellite District and JTED or their authorized designees. Satellite District agrees to indemnify and hold JTED harmless 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, arising from the conduct of any post-secondary or adult student enrolled in a JTED Program/Course.

G. Transportation Services. If transportation of students is necessary or if State law requires transport, responsibility for transportation rests with the Satellite District. JTED shall assume no responsibility for providing transportation. Satellite District shall develop policies and procedures necessary to implement Satellite District policies. To the extent Satellite District is not otherwise reimbursed for costs of transportation of its students to JTED Programs/Courses, Satellite District may request in annual budget and use funding from the JTED pursuant to Exhibit A, paragraph 2.B. to offset such costs as budgeted and agreed to by the Parties.

5. Statutory Right of Cancellation

Pursuant to A.R.S. §38-511, the Agreement may be terminated by either Party for conflict of interest.

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 either Party to this Agreement who works under the jurisdiction or control of or within the jurisdictional boundaries of the other 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 Party (as "Indemnitee") 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 Indemnitee, 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, and 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

Address: 3003 Centerpointe East Dr.
Prescott, Arizona 86301
Fax: 928.771.0793.

HUMBOLDT UNIFIED SCHOOL DST

Address: 6411 N. Robert Rd.
Prescott Valley, Az. 86314
Fax: 928-759-4020

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.

14. Compliance with Immigration Law

As mandated by Arizona Revised Statutes § 41-4401, each Party:

A. warrants the Party's compliance with all federal immigration laws and regulations that relate to the Party's employees and their compliance with Arizona Revised Statutes § 23-214(A);

B. acknowledges that a breach of the warranty in subsection A of this section shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and

C. retains the legal right to inspect the papers of any contractor or subcontractor employee who works pursuant to this Agreement to ensure compliance with the warranty.

15. Conflict Waiver

The Parties to this agreement are aware that the Yavapai County Attorney ("County Attorney") may represent more than one Party to this Agreement in various matters, including the review of this Agreement. By signing this Agreement each Party specifically acknowledges that (1) The County Attorney has, by this paragraph, informed each Party that the County Attorney believes that it will be able to provide competent and diligent representation to each Party to this Agreement represented by the County Attorney and its representation of each Party is not prohibited by law and does not involve the assertion of a claim by one Party against another Party to this Agreement, (2) the Party is aware of a potential conflict of interest, and (3) the Party specifically waives any such claim based on the County Attorney's representation of other Parties to this Agreement.

If a dispute should arise in the future between the parties, concerning this Agreement or any other dealings between them, the County Attorney's Office would not represent either and both would need to retain separate counsel, which could result in additional expense and inconvenience that might not have been incurred had each been separately represented from the outset.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signature pages follow

IN WITNESS HEREOF, the Parties sign this Agreement:

Dated this 25 day of July, 2014 upon resolution of the JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

Mountain Institute Joint Technical Education District No. 02

By: [Signature]
Jeramy R. Plumb
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: [Signature] 7/25/2014
Legal Counsel for Mountain Institute
Joint Technical Education District No. 02

Dated this ____ day of _____, 2014, upon resolution of the Satellite District Governing Board, approving this Agreement and authorizing its Superintendent to sign below:

HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22

By: _____
Mr/Mrs. _____
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 _____ Unified School District Governing Board.

By: _____
Legal Counsel for the Unified School District No.

Exhibit A

Financial Provisions for Enhancement of Existing Programs and for New and Emerging Programs

1. **JTED Programs/Courses to be offered by Satellite District:
Programs:**

Accounting

Accounting and Related Services – Prescott Campus

Agriculture Education

Agribusiness Systems – Chino Valley Campus

Plant Systems – Mayer Campus

Animal Systems - Seligman Campus

Allied Health

Medical Professions – MI Central Campus

Medical Professions – MI Central Campus @ PHS

Medical Professions – MI Central Campus @ BMHS

Medical Professions – MI Central Campus @ AFJUSD

Sports Medicine – MI Central Campus

Aviation

Aviation Technology – MI Central Campus @ YC CTEC

Bio-Technology Innovations

Bioscience – Chino Valley Campus

Business and Administrative Services

Business and Administrative Services – Bagdad Campus

Business and Administrative Services – Mayer Campus

Business and Administrative Services – Prescott Campus

Culinary Arts

Culinary Arts – Chino Valley Campus

Culinary Arts – MI Central Campus

Drafting and Design Technologies

Architectural Drafting – Chino Valley Campus

Architectural Drafting – MI Central Campus (ITV – Chino Valley Campus)

Education Professions

Education Professions – MI Central (Distance) Campus

Electronic Technologies

Electrical Lineworker – MI JTED Central Campus @ YC CTEC

Information Technology

Network Technology - Bradshaw Mountain Campus

Network Technology - Prescott Campus

Marketing, Management, and Entrepreneurship

Marketing - Bradshaw Mountain Campus

Multi-Media Technology

Digital Media - Bradshaw Mountain Campus

Nursing Services (CNA)

Nursing Services - Bradshaw Mountain Campus

Nursing Services - MI Central Campus @ YC Main

Precision Machining / Robotics

Pre-Engineering - MI Central Campus @ YC Main

Transportation Technologies

Automotive Repair - Prescott Campus

Automotive Repair - MI Central Campus @ YC Main

Welding Technologies

Welding Technologies - Bagdad Campus

Welding Technologies - Ash Fork Campus

Welding Technologies - MI Central Campus @ YC Main

2. Financial Provisions**A. New JTED Programs/ Course Sections offered at Satellite District**

JTED may allocate funding to Satellite District for its direct costs incurred to provide new JTED Programs/Courses in addition to the JTED Programs/Courses in effect at Satellite Locations during the year prior to the initial approval of this Agreement, provided however, that program has been approved by JTED and Satellite District shall submit as part of their annual comprehensive budget to JTED for review and approval by April 1 of each year.

B. Other Possible Funding

JTED may also allocate additional funding as determined by its Governing Board. Satellite District shall be responsible for budgeting and expenditure of additional funds as agreed to by both Parties. The initial distribution of the additional funding shall be paid by August 15th of each year or as approved by the JTED Governing Board. The final distribution will be distributed within 30 days of "final" ADM for the current fiscal year.

In addition to budgets indicated above, Satellite District may submit a detailed budget request to JTED to provide funding to:

1. enhance existing CTE programs, provide new technologies, equipment and/or supplies needed to deliver instruction standards and approved curriculums
2. meet program approval requirements as specified by ADE – CTE division and the MIJTED Governing Board
3. offer new JTED programs and courses as approved by JTED
4. enhance opportunities in CTE Student Organizations
5. provide professional development opportunities for CTE instructional staff and CTE support personnel
6. enhance CTE instructional facilities as approved by JTED
7. enhance technology systems including connectivity, hardware, software and related supplies needed to delivery state standards or to meet industry certification requirements.
8. provide transportation to and from JTED Central Campus programs and related activities.

C. Limitations on Certain Expenditures.

Notwithstanding any other provision herein, JTED funding for all personnel costs shall not exceed 60% of the total funding unless agreed to by JTED. Funds should be allocated based on priorities established by the JTED, and shall ensure that all instructional costs associated with the delivery of classroom / laboratory standards are provided.

D. New Program – Instructional Staffing

To the extent JTED funding is maintained at levels equal to or above the prior fiscal year, JTED will maintain funding allocations for instructional staff positions created as a result of program additions that have occurred after the Base year as defined in JTED statutes (15.393(U)(1), and approved by ADE and the Joint District Governing Board. Instruction staffing positions shall be included in annual site budgets provided by Satellite District in accordance with 2(C) above.

Exhibit B

IGA BETWEEN JTED and SATELLITE DISTRICT FOR JTED CENTRAL CAMPUS PROGRAMS AT
YAVAPAI COLLEGE

JTED Release of Information Form

RELEASE OF INFORMATION

STUDENT: _____ DOB: _____

The undersigned parent(s) or legal guardian(s) of the above named student, hereby authorizes Yavapai College to furnish any and all student records concerning my child, including special education records (IEP), grades, transcripts, attendance records, discipline files, etc, if requested, to:

Mountain Institute JTED District #2

3003 Centerpointe East Dr.

Prescott, Arizona 86301-8492

FAX 928-771-0793

The undersigned parent(s) or legal guardian(s) of the above named student, hereby authorize Mountain Institute JTED #2 to furnish any and all student records concerning my child, as necessary for my child's enrollment in college courses, to Yavapai College.

DISCLOSURE OF THIS INFORMATION IS REGULATED BY AND SHALL BE IN COMPLIANCE WITH THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA); ARIZONA REVISED STATUTES SECTION 15-1043 AND OTHER APPLICABLE PRIVACY LAWS AND REGULATIONS.

SIGNATURE PARENT/ GUARDIAN (please specify)

DATE

ADDRESS PARENT/GUARDIAN

Exhibit C

JTED Student Handbook (attach)

Exhibit D

JTED Student Withdrawal Form (attach)

Below is a list of criteria that JTED will use as a first to about new programs or to possibly the "Sunset" Satellite Schools and programs. JTED will use these criteria to make new program recommendations, propose changes to existing programs, or recommend programs be "sunset" by decommissioning them. Final program decisions will ultimately be determined by the JTED Board.

1. Current CTE Program Enrollment by District / Career

2. Projected Enrollment for New Program(s)

3. JTED Enrollment (Critical Mass) / Saturation Level for

4. CTE Student Learning Outcomes (VOC) for the Program

5. Access to CTE / Equipment (Compare to "Sunset")

6. Program Start Up Costs / Operational Costs

7. Capital

8. Consumable Supplies

9. Safety

10. Facility Lease

11. Training / Instruction

12. Career / Industry

13. Alignment

14. Program

15. Business / Industry

16. Program / Instruction / Instructional Materials

17. Program

18. Program / Instruction / Instructional Materials

19. Program / Instruction / Instructional Materials

20. Program / Instruction / Instructional Materials

21. Program / Instruction / Instructional Materials

22. Program / Instruction / Instructional Materials

23. Program / Instruction / Instructional Materials

24. Program / Instruction / Instructional Materials

25. Program / Instruction / Instructional Materials

26. Program / Instruction / Instructional Materials

Criteria for New Course Addition or Possible Course Deletion:

Below is a list of criteria that MI JTED will use as a test to adopt new courses or programs or to possibly close ("Sunset"). Satellite Schools and/or MAC members are encouraged to make new program recommendations, propose changes to existing programs, or recommend programs be "Sunset" by documenting the criteria below.

Final Program decisions will ultimately be determined by the MI JTED Governing Board.

1. Current CTE Program Enrollments by District / Course
2. Projected Enrollment for New Program(s)
3. JTED Enrollment Critical Mass / Saturation Level (Provided by JTED)
4. CTE Standards / Learning Outcomes (YC) for New program(s)
5. Access to Facility / Equipment (Compare to state recommended list)
6. Program Start Up Costs / Operational Costs
 - i. Capital
 - ii. Consumable Supplies,
 - iii. CTSO
 - iv. Facility Lease
 - v. Staffing / Supervision
7. Interest surveys Data
 - i. Students
 - ii. Parents
 - iii. Business / Industry
8. Community Expectations / Need for program - (Normally provided by advisory board)
 - i. Priorities / Future needs
 - ii. Long term program / course goals
9. Return on JTED investment (is the program sustainable 5 – 10 years?)
10. Industry Certification or Post-Secondary Placement (Dual/Concurrent Enrollment)
11. Future Employability / Placement Projection Data (Local, Regional, National, Global)
 - i. Local Community College
 - ii. NACOG, DES, Workforce development boards
 - iii. U.S. Bureau of Labor Statistics

Exhibit F

IGA BETWEEN JTED and SATELLITE DISTRICT FOR JTED CENTRAL CAMPUS PROGRAMS

JTED Release of Information Form

RELEASE OF INFORMATION

STUDENT: _____ DOB: _____

The undersigned parent(s) or legal guardian(s) of the above named student, hereby authorizes _____ School/District to furnish any and all student records concerning my child, including special education records (IEP), grades, transcripts, attendance records, discipline files, etc, if requested, to:

Mountain Institute JTED District #2

3003 Centerpointe East Dr.

Prescott, Arizona 86301-8492

FAX 928-771-0793

The undersigned parent(s) or legal guardian(s) of the above named student, hereby authorize Mountain Institute JTED #2 to furnish any and all student records concerning my child, as necessary for my child's enrollment in college courses, to Yavapai College.

DISCLOSURE OF THIS INFORMATION IS REGULATED BY AND SHALL BE IN COMPLIANCE WITH THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA); ARIZONA REVISED STATUTES SECTION 15-1043 AND OTHER APPLICABLE PRIVACY LAWS AND REGULATIONS.

SIGNATURE PARENT/ GUARDIAN (please specify)

DATE

ADDRESS PARENT/GUARDIAN

Exhibit / Addendum G

ITV Facility Use agreement (if applicable)