

INTERGOVERNMENTAL AGREEMENT

**by and between
Pima County Joint Technical Education District
and**

**concerning the
Arizona CTE Curriculum Consortium**

This Intergovernmental Agreement (“Agreement”) is entered into as of the ___ day of _____, 2018, by and between the Pima County Joint Technical Education District (hereinafter “Pima County JTED”) and _____ (hereinafter “Consortium Member” or “Member”).

The following events have resulted in the parties’ mutual desire to enter into this Agreement:

- A. Pima County JTED is an Arizona public school district offering career and technical education opportunities to students in Pima County, Arizona.
- B. In 2012, Pima County JTED, in conjunction with other school districts, formed the Arizona CTE Curriculum Consortium. The Consortium was formed so that its members could work in a collaborative manner to:
 - (i) Create, maintain, and revise Career and Technical Education instructional materials (“CTE Instructional Materials”);
 - (ii) Subject to specified conditions and restrictions, allow and facilitate use of the CTE Instructional Materials by members of the Consortium and agreed-upon entities and persons affiliated with such members; and
 - (iii) Develop and provide, upon request, professional development opportunities relating to use of the CTE Instructional Materials.
- C. Pima County JTED is authorized to enter into agreements with schools, school districts and other school-related organizations that desire to become new members of the Arizona CTE Curriculum Consortium.
- D. Consortium Member desires to join the Arizona CTE Curriculum Consortium and is willing and able to assist in the Consortium’s ongoing efforts to use, create, maintain, revise, and regulate the use of CTE Instructional Materials.
- E. Pima County JTED and Consortium Member each represent and confirm that they have the legal authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth below, Pima County JTED and Consortium Member agree as follows:

1. Purpose

The purpose of this Agreement is to designate Consortium Member as a member of the Arizona CTE Curriculum Consortium and memorialize Consortium Member's agreement to comply with conditions and restrictions imposed by Pima County JTED and the Consortium concerning use of the CTE Instructional Materials.

2. Term

This Agreement shall be effective upon the approval by both the Governing Board of Pima County JTED and the Governing Board (or other governing body or authorized person, if applicable) of Consortium Member and shall continue in effect continuously thereafter, renewing automatically each fiscal year for a total of five years, unless and until terminated by either party pursuant to the provisions of paragraph 7 or paragraph 9 below.

3. Responsibilities of Both Parties

Pima County JTED and Consortium Member shall each:

A. Assist in the creation, maintenance and, as needed, revision of CTE Instructional Materials for use by members of the Arizona CTE Curriculum Consortium and agreed-upon entities and persons who are affiliated with such members.

B. Comply with, and require entities and persons affiliated with that party to comply with, the following two Consortium documents, as they may be amended from year to year: The Arizona CTE Curriculum Consortium Operating Procedures ("Operating Procedures") and the Arizona CTE Curriculum Consortium Terms of Use Agreement (the "Terms of Use"). Each party shall also require compliance with the provisions in these two documents from the entities and persons affiliated with that party.

C. Assist and promote the continued efforts and activities of the Consortium Steering Committee ("Steering Committee"), the members of which are recommended by the Steering Committee and are appointed by the Superintendent of Pima County JTED. In addition to other tasks, the Steering Committee informs and advises Pima County JTED concerning Consortium efforts and activities.

D. Pay, within sixty calendar days of receipt of an invoice from Pima County JTED, that party's annual Consortium membership fee as determined by Pima County JTED and the Steering Committee. Also, Consortium Member shall pay, within sixty calendar days of receipt, any invoice for professional training provided by Pima County JTED employees or a qualified third party coordinated by Pima County JTED. Annual Consortium membership fees are based

on a member's student count. For an Arizona school or school district (including Pima JTED), "student count" means the prior-year 40th day, duplicate career and technical education ("CTE") enrollment count. Official Documentation may be requested. For a member of the Consortium other than an Arizona school or school district, "student count" will be determined in a similar manner using enrollment figures reasonably available to that member. With respect to the parties to this Agreement, determining student count shall be as described in the attached Exhibit A.

E. Ensure that the on-line electronic library of Consortium CTE Instructional Materials—referred to as the Wiki—is used in a manner that protects (i) the confidentiality and exclusivity of Wiki-related passwords, (ii) the information stored on the Wiki, and (iii) Pima County JTED's servers and other computer equipment.

F. Designate a point of contact for Consortium-related questions, concerns or issues.

G. Require that all lessons and educational activities using or based on CTE Instructional Materials be conducted in a safe manner and in compliance with any applicable industry standard safety precautions.

4. Rights of Both Parties

Both Pima County JTED and Consortium Member have the right to:

A. Access and use, in a manner consistent with the Operating Procedures and Terms of Use, the Consortium's CTE Instructional Materials. For each Consortium Member, the right to access and use CTE Instructional Materials extends to agreed-upon persons and entities who are affiliated with that Consortium Member, as specified in the attached Exhibit B.

B. Participate in the affairs and activities of the Arizona CTE Curriculum Consortium, as further detailed in the Operating Procedures and Terms of Use.

5. Separate Responsibilities of Pima County JTED

As a member of the Consortium, the rights and responsibilities set out in sections 3 and 4 above apply to Pima County JTED. In addition, Pima County JTED shall:

A. Act as fiscal agent and the umbrella/underlying organization for the Arizona CTE Curriculum Consortium.

B. Maintain, in the manner required by the Uniform System of Financial Records for Arizona School Districts, an inventory of all equipment purchased with Pima County JTED or Consortium funds.

C. Invoice each member of the Consortium its annual membership fee.

D. Maintain and provide appropriate access to the on-line electronic library—referred to as the Wiki—that contains the Consortium’s CTE Instructional Materials.

E. Offer to provide, for an additional specified charge, professional development training to members of the Consortium. The professional development training may be provided by Pima County JTED employees or by qualified third parties coordinated by Pima County JTED.

6. Separate Responsibility of Consortium Member

Consortium Member shall develop a Professional Development Plan in cooperation with the AZ CTE Curriculum Consortium Director and/or staff. Consortium Member will give prior approval for any fees/charges it will be required to pay for professional development training.

7. Termination of Consortium Member’s Membership in the Consortium

This Agreement may be terminated by either party for any reason or no reason upon 90 days written notice being given by the terminating party to the other party.

8. 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. Billing for services will be as provided in Paragraphs 3(D) and 5(C) above.

(2) Payment for services shall not exceed the cost of the services provided.

(3) Each member of the Consortium, including Pima County JTED, shall pay the same per student amount as a membership fee.

B. Accountability Provisions. The Parties agree to cooperate as appropriate to ensure compliance of both Parties with all responsibilities set forth herein.

C. Responsibilities. See Paragraphs 3, 5, and 6, above.

D. Type of Instruction. This Agreement provides access to CTE instructional materials as described herein.

E. Quality of Instruction. This Agreement provides access to CTE instructional materials as described herein.

F. Transportation Services. No transportation services are provided pursuant to this Agreement.

G. **Minimum Services and Itemized Listing.** Because this Agreement is not for the provision of JTE course or programs at a satellite campus, the provisions of A.R.S. § 15-393(L)(10) and (11) do not apply.

9. Cancellation for Conflict of Interest

Pursuant to A.R.S. §38-511, either party may, within three (3) years after the execution of this Agreement, cancel it without further penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party, of the contract with respect to the subject matter of the Agreement. A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

10. Effect of Termination and Proportional Repayment of Annual Fees

Termination pursuant to paragraph 7 or paragraph 8 above shall terminate Consortium Member's membership in the Consortium but shall not terminate the Consortium itself unless Pima County JTED and Consortium Member are the sole remaining members of the Consortium. If Pima County JTED initiates termination of this Agreement, Pima County JTED shall repay to Consortium Member a proportional share of the annual membership fee paid by Consortium Member that fiscal year. The proportional share of the annual membership fee to be repaid shall be based on the percentage of the fiscal year that remains following the effective date of the termination. If the Consortium Member initiates termination of this Agreement, Consortium Member shall not be entitled to any full or partial refund of the Consortium Member's annual membership fee.

11. Allocation of Property upon Termination and Return of Instructional Materials

Upon termination pursuant to paragraph 7 or paragraph 8 above, unless otherwise agreed in writing by the parties:

A. Property purchased with Pima County JTED funds or Consortium funds shall remain the property of Pima County JTED and, subject to subparagraph 9C below, any such property in Consortium Member's possession shall be returned to Pima County JTED.

B. Property purchased from funds supplied solely by Consortium Member shall remain the property of Consortium Member and, subject to subparagraph 9C below, any such property in Pima County JTED's possession shall be returned to Consortium Member.

C. All CTE Instructional Materials shall remain the property of Pima County JTED. Upon termination of this Agreement, all CTE Instructional Materials shall be returned to Pima County JTED and shall not thereafter be used by either Consortium Member or those entities or persons affiliated with Consortium Member; provided, however, that Consortium Member and Pima County JTED may both retain and use CTE Instructional Materials that Consortium Member itself supplied to the Consortium.

12. Non-discrimination and Compliance with Applicable Laws

The parties agree that, in fulfilling the obligations set forth in this Agreement, they shall not discriminate against any person on the basis of race, color, religion, gender age, national origin, language of origin, disability, sexual orientation, gender identity or expression, or marital status. The parties agree further to comply with all applicable State and Federal statutes, rules and regulations.

13. Insurance

Consortium Member and Pima County JTED each represent and warrant to the other that each shall at all times maintain insurance coverage in accordance with prudent business practices and in compliance with any applicable state law requirements.

14. Applicable Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona.

15. 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

MEMBER DISTRICT

Addressed to:

Addressed to:

Pima County JTED
Attention: Superintendent
2855 W. Master Pieces
Tucson, Arizona 85741

With a copy to:

With a copy to:

DeConcini McDonald Yetwin & Lacy P.C.
Attention: Attorney for Pima JTED
2525 E. Broadway Blvd, Suite 200
Tucson, Arizona, 85716

PIMA COUNTY JOINT TECHNICAL EDUCATION DISTRICT

Dated this ____ day of _____, 2018, upon resolution of the Pima County JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

By: _____

Kathy Prather

Title: Superintendent/CEO

[NAME OF CONSORTIUM MEMBER]

Dated this ____ day of _____, 2018, upon resolution of the Governing Board [or other governing body or person, as applicable] of _____ approving this Agreement and authorizing its _____ to sign below:

By: _____

Title: _____

Approval by Pima County JTED legal counsel:

The undersigned attorney has reviewed this Agreement and has determined that it is in proper form and is within the powers and authority granted by the laws of the State of Arizona to the Pima County Joint Technical Education District.

By: _____

Legal Counsel for Pima County JTED

Approval by Consortium Member legal counsel:

The undersigned attorney has reviewed this Agreement and has determined that it is in proper form and is within the powers and authority granted by law to _____.

By: _____

Legal Counsel for _____

EXHIBIT A

DATA/METHOD USED TO DETERMINE STUDENT COUNT OF EACH PARTY

Name of Party: **Pima County Joint Technical Education District**

Type of Entity: Arizona Public School District/
Joint Technical Education District

Location: Pima County, Arizona

Data/Method to Determine Student Count: 40th day, duplicate career and technical education (“CTE”) enrollment count.

Name of Party: _____

Type of Entity: _____

Location: _____

Data/Method to Determine Student Count: _____

EXHIBIT B

**DESIGNATION OF AGREED-UPON ENTITIES AND PERSONS AFFILIATED
WITH EACH PARTY TO INTERGOVERNMENTAL AGREEMENT**

Name of Party: **Pima County Joint Technical Education District**

Location: Pima County, Arizona

Type of Entity: Arizona Public School District/
Joint Technical Education District

Agreed-Upon Entities and
Persons Affiliated with Party: None

Name of Party: _____

Location: _____

Type of Entity: _____
(for example, public school
district, state agency, etc.)

Agreed-Upon Entities and
Persons Affiliated with Party: _____

(For example, instructional employees of X, Y and Z school districts, or
instructional employees in public schools served by W County School
Superintendent's Office, etc.)