INTERGOVERNMENTAL AGREEMENT
by and between
NAVIT
and
Northland Pioneer College
for
Provision of Joint Technological Education Courses
at College Location

This Intergovernmental Agreement ("Agreement") is entered into as of the ___ day of
__________, 2008, by and between the Northern Arizona Vocational Institute of Technology
(NAVIT) (hereinafter known as "JTED") and Navajo County Community College District, also
known as Northland Pioneer College (hereinafter known as "College") for the joint exercise of
powers pursuant to A.R.S. §11-952 et seq., A.R.S. §15-393(K) and A.R.S. §15-1544(E);

WHEREAS, the parties are authorized to enter into this Agreement pursuant to A.R.S.
§11-952 and A.R.S. §15-393(K) and A.R.S §15-1544(E);

WHEREAS, the parties want to provide joint technological education courses ("JTE
Courses"), as defined in Section 4(E) below, at the College’s location in Navajo County, and to
operate under a central model;

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 which meet the criteria provided in A.R.S. §15-391(3).

2. Term

This Agreement shall commence and be effective on July 1, 2008, and shall be for a
period of ______ (____) years, but not to exceed five (5) years, with annual review and
possible revision, unless terminated by either party as provided for in this Agreement. Payment,
performance and obligations for succeeding fiscal periods are subject to the availability and
appropriation of monies.

3. Termination

This Agreement may be terminated by either party upon written notice to the other parties
given no later than thirty (30) days before the end of the semester. Said termination shall not
become effective until the end of the current semester in which notice is given. Termination of
this Agreement shall be consistent with the provisions of A.R.S. §15-395.01. All property
purchased by a party under this Agreement shall remain the property of that party and shall be
returned to that party by the other party when no longer in use or upon termination, whichever is sooner.

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.

   (3) Payment obligations of JTED under this Agreement are conditioned upon receipt of funds from the State of Arizona. The obligations of College are conditioned upon the availability of funds appropriated or allocated by the governing body of College.

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 request an audit or accounting of expenditures by College related to joint technological education programs.

C. Responsibilities.

   (1) Responsibilities of JTED.

      a. JTED will manage and control the joint technological education district.

      b. JTED will be responsible for the content and quality of JTE Courses offered under this Agreement as JTE courses, and shall ensure that such courses meet the standards and outcomes expected of a college course under the criteria of ARS 15-1821.01.

      c. JTED will review with the College the standard for the quality of the teachers who instruct JTE Courses and ensure that each such teacher meets the College’s requirements for teaching College courses.

      d. JTED and College have agreed that all teachers are employees of the College and JTED may reimburse College for a portion of the salary of any teacher instructing a JTE Course.

      e. On or before December 31 of each year, JTED shall submit a detailed report to the Career and Technical Education Division of the Department of Education pursuant to A.R.S. §15-393(M).
f. JTED will upload student attendance reports into ADE SAIS system, subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, et seq.

(2) Responsibilities of College.

a. Attendance data must be reported at least every week (7) days by the College to JTED.

b. College will provide a cost analysis and course JTED eligibility documents for each potential JTED class by March 1 of each year.

c. If College is offering Distance Learning CTE class opportunities, see Exhibit B.

d. College will provide necessary facilities, equipment, supplies, liability insurance to conduct the JTED courses as agreed upon between College and JTED.

e. JTED and College will create a budget.

f. College will provide a proposed new year course budget no later than June 30 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 20 of each school year.

g. College will comply with all safety procedures in order to meet applicable State and Federal regulations.

h. College will cooperate with JTED to provide JTED with timely information for purposes of the report required by A.R.S. §15-393(m).

i. The College will be responsible for ensuring quality and that courses meet the rigors and outcomes expected of a college course meeting the criteria of ARS 15-1821.01.

j. The College will ensure that all instructors meet the standards of the college and that all students enrolled in these courses meet the College’s enrollment criteria and the criteria of ARS 15-1821 and 15-1821-01.

k. The College is responsible for complying with all dual enrollment reporting required by the state.

l. The College is responsible for quality and assurance measures such as course monitoring, special training for faculty and participation in department meetings and curriculum development.
m. All College courses offered through this IGA must be approved by the Navajo County Community College District Governing Board to ensure the quality of courses and compliance with all state statutes.

D. **Type of Instruction.** All new College courses must be submitted for approval by October 1 of each school year and approved by the JTED Governing Board. The list of approved courses, type of instruction, the quality and content of each course, shall be attached hereto as Exhibit C. All classes that may generate funding must meet the criteria for programs as required by law. All College teachers are required to follow these criteria.

E. **Quality of Instruction.** “Joint technological education course” shall mean a course which meets the following criteria identified in A.R.S. §15-391(3) and all community college criteria:

1. The course is designed to directly lead a student toward a specific career, vocation or industry.

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 is designed to lead the student toward certification that is accepted by a vocation or industry as a demonstration of skill or competency in that vocation or industry.

5. The course is part of a program that requires students to obtain a passing score on an examination that demonstrates a level of skill or competency for that program of study that is accepted by a vocation or an industry.

6. 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.

7. The course is certified by the JTED Governing Board as having met all the requirements of this Paragraph (2).

8. The course is approved by the Career and Technical Education Division of the Department of Education base on requirements prescribed in this Paragraph 2 within 120 days after the submission of all required documentation.

9. The course is only offered to students in grades 9 through 12 inclusive.
F. **Enrollment.**

1. JTED will coordinate enrollment and registration with the staff of College.

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

3. College will provide registration and attendance information for JTED students in approved courses consistent with State guidelines and subject to the requirements of FERPA.

4. Pursuant to A.R.S. §15-393H, the 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. However, the JTED and College have arranged and agree that tuition for courses taught pursuant to this Agreement shall be paid by the student and College shall directly collect such tuition under arrangements between the College and the student.

5. College and JTED will cooperate to ensure that students enrolled pursuant to this Agreement comply with all requirements under Proposition 300 as adopted by the College.

6. For purposes of this Agreement, a “student” is defined as any person enrolled in the joint district without regard to the person’s age or high school graduation status. Adults and post-secondary students may enroll in College programs subject to College’s policy.

G. **Transportation Services.** Under this Agreement, transportation is not an issue and the College and the JTED have made no arrangements for such.

H. **Review.** This Intergovernmental Agreement and any addendums shall be submitted by the JTED to the Joint Legislative Budget Committee for review.

5. **Cancellation for Conflict of Interest**

Pursuant to A.R.S. §38-511, either party to this Agreement 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.
6. **Non-discrimination**

The parties shall comply with Executive Order 99-4 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**

College 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 or 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. Unless otherwise stated in this Agreement, JTED shall operate under the provisions of A.R.S. Title 15, Ch. 3, Art. 6 (§§15-391 through 15-396), as amended.

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**
Matt Weber, Interim Superintendent  
NAVIT  
P.O. Box 2110  
1611 South Main Street  
Snowflake, AZ 85937  
Fax: __________________________

**COLLEGE**
Jeanne Swarhout, President  
Northland Pioneer College  
P.O. Box 610  
Holbrook, AZ 85937  
Fax: 928.524.7419

13. Counterparts

This 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 Agreement is effective as of the date first written above.

14. Waiver of Conflict

The parties to this Agreement are aware that Mangum, Wall, Stoops & Warden, PLLC (the “Law Firm”) represents more than one party to this Agreement in various matters, including the drafting and/or review of this Agreement. By signing this Agreement each party specifically acknowledges that (1) the Law Firm has, by this paragraph, informed each party that the Law Firm believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Law Firm 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 Law Firm’s representation of other parties to this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties sign this Agreement:

NORTHERN ARIZONA VOCATIONAL INSTITUTE OF TECHNOLOGY (NAVIT)

By: ______________________________

Title: ______________________________

Dated this ____ day of ________________, 2008, upon resolution of the JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

NORTHERN ARIZONA VOCATIONAL INSTITUTE OF TECHNOLOGY (NAVIT)

By: ______________________________

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
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

By: ___________________________  By: ___________________________
Title: __________________________ Title: ___________________________

Dated this 17th day of June, 2008, upon resolution of the District Governing Board of
the Navajo County Community College District, approving this Agreement and authorizing its
President to sign below:

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

[Signature]
By: [Name]
Title: President

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 Governing Board of Navajo County Community College
District.

By: ___________________________
Legal Counsel for the Navajo County Community College District
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 College. Itemized services and expenses may include but are not limited to teacher salaries, teacher certification, curriculum, facility usage, utilities, custodial care, and course supplies and equipment.
Exhibit B

Distance Learning CTE Courses

Any College 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 College to JTED.
Exhibit C

Type of Instruction

List the program offered and the courses associated with each program. For each course, list the name of the course offered, a description of the course, the days of the week and times the course will be offered, the credit hours earned for completion of the course, and the name of the instructor of the course.
Exhibit D

Transportation

List any special transportation provisions negotiated by JTED and College.