

# **INTERGOVERNMENTAL AGREEMENT**

**by and between  
CTED  
and  
COLLEGE  
At  
College Location  
(Central Programs)**

This Intergovernmental Agreement (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Northern Arizona Vocational Institute of Technology (NAVIT), an Arizona joint technical educational (hereinafter known as “CTED”), and Navajo County Community College District dba 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. §15-342, A.R.S. §15-393 and A.R.S. §15-1444(E);

**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 and A.R.S. §15-1444(E);

**WHEREAS**, the Parties want to provide joint technical education courses (“CTED Courses”) as a part of a joint technical education program (“CTED Program”), as those terms are defined in A.R.S. §15-391, at a College location designated by the College, and to operate under a central model with the College continuing to provide the instruction and facilities for such courses;

**WHEREAS**, the Parties may want to provide CTED Courses and/or CTED Programs” at College locations in Navajo and Apache Counties and to receive classes under the centralized model utilizing video conferencing distance learning (VCDL) technology to deliver classes. College will continue to provide facilities and facilitators for the CTED 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 CTED will provide CTED Courses and a CTED Program, as defined below, which meet the criteria provided in A.R.S. §15-391.

## **2. Term**

This Agreement shall commence and be effective on July 1, 2021, and shall be for a period

of three (3) years, 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 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 CTED, or by a College with CTED funding, under this Agreement shall remain the property of the CTED and shall be returned to the CTED by the College when no longer in use or upon termination, whichever is sooner. The CTED shall, using the procedures specified in the Uniform System of Financial Records for Arizona School s (“USFR”), maintain an inventory of all equipment which the CTED supplies to the College and which is to be returned to the CTED.

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

#### **A. Financial Provisions and Format for Billing.** See Exhibit A.

(1) In determining the cost of delivering services set forth in Exhibit A, the Parties proportionally calculated the services provided by each.

(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. A written plan for the accumulation of funds must be requested and approved by the CTED Governing Board.

(3) Payment obligations of CTED under this Agreement are conditioned upon receipt of funds from the State of Arizona or from funds received from tax levies. The obligations of College are conditioned upon the availability to College 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. CTED may, at its expense, request an audit or accounting of expenditures by College related to joint technical education programs.

#### **C. Responsibilities.**

(1) Responsibilities of CTED.

- a. CTED will manage and control the joint technical education district.
- b. CTED will be responsible for the content and quality of CTED Courses taught by the College and shall ensure that courses meet the standards and outcomes expected of a course under the criteria of ARS §15-782.
- c. CTED will review with the College the standard for the quality of the teachers who instruct CTED Courses and ensure that each teacher meets the College's requirements for teaching college courses and the requirements outlined in A.R.S. §15-782.01, as applicable.
- d. CTED and College have agreed that all teachers are employees of the College and CTED may reimburse College for a portion of the salary of any teacher instructing a CTED Course.
- e. Pursuant to College reporting any student discipline problems to CTED, CTED will be responsible to address discipline problems with the student involved and shall administer discipline pursuant to the NAVIT Handbook.
- f. CTED will coordinate with College to upload central student attendance reports into the ADE SAIS AzEDS system.
- g. Within Thirty (30) calendar days of approval by CTED's Governing Board, CTED shall submit College requests for approval or addition of Central CTED Courses or CTED Programs directly to the Career and Technical Education Division of the Arizona Department of Education.
- h. CTED shall submit the report required by A.R.S. §15-393.01 in the manner mandated by said statute by no later than December 31st of year for which this Agreement is in effect.
- i. CTED shall provide professional development for Satellite District CTED Course and CTED Program teachers. The nature, duration, frequency, and type of professional development provided by CTED pursuant to this section shall be determined in the sole discretion of CTED.
- j. CTED shall provide ongoing evaluation and support services to Satellite District CTED Courses and CTED Programs. The nature, duration, frequency, and type of evaluation and support services provided by CTED pursuant to this section shall be determined in the sole discretion of CTED.

k. CTED will coordinate with Satellite to upload Satellite student attendance reports into the ADE SAIS AzEDS system.

l. CTED 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. CTED shall provide said itemized list to Satellite District within Thirty (30) calendar days of receipt of a request for same from Satellite.

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

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

a. Attendance data must be reported at least every 7 (seven) days by the College to CTED in order for the site to receive funding as agreed upon in this Agreement. College will be compliant with ADE reporting standards, provided, however that CTED and College may agree that College will upload the attendance data.

b. College is solely responsible to comply with its legal obligations to generate the required Average Daily Membership and to refrain from efforts to prevent or prohibit any student from attending a CTED Course.

c. College will provide the instruction in any CTED Course referenced in Exhibit C at the College through College teachers who shall remain employees of College and subject to College's employment policies. However, College may, to the extent permitted under A.R.S. §15-537 and the personnel policies of College, consult with and consider the input received from CTED in teacher evaluations.

d. College will provide a cost analysis and course CTED eligibility documents for each potential CTED class by November 1st of each year for consideration and approval by the CTED Governing Board.

e. If College is participating in Distance Learning CTE classes, see Exhibit B.

f. College will provide necessary facilities, equipment, supplies, maintenance, property and liability insurance, and instructional staff to conduct the CTED Courses as agreed upon by the CTED and College.

g. College will comply with all applicable state, federal and CTED safety procedures and regulations.

h. College will cooperate with CTED to provide CTED with timely information for purposes of generating the itemized list required in Section C(i) above and any reports required by A.R.S. §15-393.

i. College shall provide CTED with any and all documentation requested by CTED 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 CTED fiscal year. College shall provide any documentation requested by CTED after November 30th of the then current CTED fiscal year for the purposes of complying with A.R.S. §15-393.01 in a timely manner.

j. College will receive and utilize as it deems appropriate its proportionate share of all funds, if any, received from the CTED under A.R.S. §15-977 (Proposition 301- Classroom Site Funds) and A.R.S. §15-979 (Proposition 202 – Instructional Improvement Fund).

k. College shall submit all requests for approval or addition of Central CTED Courses or CTED Programs directly to CTED.

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

**D. Type of Instruction.** All Central courses must be submitted for approval by June 1st of each school year and approved by the CTED 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.** “Career technical education course” (“CTED Course”) shall mean a course which is part of a sequence of courses taught as a CTED Program and which meets the criteria identified in A.R.S. §§15-391(2) and (4).

**F. Enrollment.**

(1) CTED will coordinate enrollment and registration with the staff of each College.

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

(3) College will provide registration and attendance information for CTED 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) CTED will not be responsible to pay tuition or provide any financial assistance to any student who cannot document that the student is a United States citizen or lawfully present in the United States.

(5) 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 CTED courses subject to College’s policy. College shall be responsible to acquire documentation pursuant to A.R.S. §15-828(A).

## **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, 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 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**

College and CTED 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 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. CTED 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 mediations, if such representation is desired.

## **12. Attorney Representation Informed Consent**

The parties to this agreement acknowledge that they are aware that Sims Mackin, Ltd. has acted to assist the Parties in drafting this Agreement. Each party acknowledges that it is aware of the representation, acknowledges that no actual conflict of interest exists, and consents to the continued representation of Sims Mackin on behalf of both parties in the drafting, review, and approval of this Agreement in accordance with A.R.S. § 11-952(D).

## **13. 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:

**CTED**

Matthew G. Weber, Superintendent  
NAVIT  
951 West Snowflake Boulevard  
Snowflake, AZ 85937  
Phone: 928-536-6100  
Fax: 928-536-7287

**COLLEGE**

Jeanne Swarthout, Interim President  
Northland Pioneer College  
P.O. Box 610  
Holbrook, AZ 86025  
Phone: 928-524-7311  
Fax: 928-524-7419

**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.

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Signature pages follow



**IN WITNESS HEREOF**, the Parties sign this Agreement:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, upon resolution of the CTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

FOR CTED:

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 CTED Governing Board.

By: \_\_\_\_\_  
Legal Counsel for CTED

**NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT**

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, upon resolution of the Governing Board of the Navajo County Community College District approving this Agreement and authorizing its President to sign below:

By: \_\_\_\_\_  
Title: College 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 the Navajo County Community College District.

By: Kushi Haski  
Legal Counsel for College

## **Exhibit A**

### **Financial Provisions and Format for Billing**

\$1,850.00 per student /per Semester Fiscal Year 21-22

- (1) The parties have agreed to a cost (or rate) per student billing model commencing with FY21. The negotiated rate for FY21 will be known as the base rate.
- (2) The parties will adjust the base rate annually using the increase to the base support level as provided by the Arizona Auditor General's Office School District Budget Forms.
- (3) The number of students enrolled in courses for the Fall and Spring semesters will be based on the 45<sup>th</sup> enrollment census date.
- (4) NPC will issue an invoice each semester, no later than 20 business days after, the 45<sup>th</sup> enrollment census date. As the rate is negotiated, no detailed cost information is available.
- (5) If funding is reduced due to instruction delivery, the base rate will be reduced by the amount the funding is reduced.

## **Exhibit B**

### **Distance Learning CTE Courses**

Any College participating in Distance Learning CTE Classes utilizing the CTED Video Conferencing Distance Learning (VCDL) network will present the VCDL course to the CTED to accept as an approved site course, participate in CTED 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 CTED.