

INTERGOVERNMENTAL AGREEMENT  
by and between  
Valley Academy for Career and Technology Education  
and  
Sedona-Oak Creek Joint Unified School District No. 9  
for  
Provision of Joint Technical Education Courses

This Intergovernmental Agreement ("Agreement") is entered into as of the 1st day of July, 2019; by and between the Valley Academy for Career and Technology Education (VACTE), an Arizona joint technical educational district (hereinafter known as ("CTED"), and Sedona-Oak Creek Joint Unified School District No. 9 political subdivisions of the State of Arizona ("Satellite District"), for the joint exercise of powers pursuant to A.R.S. §11-952 *et seq.*, A.R.S. §15-342 and A.R.S. §15-393.

**RECITALS**

**WHEREAS**, VACTE and the Satellite District (the "parties") are authorized to enter into this Agreement pursuant to A.R.S. §11-952, A.R.S §15-342 and A.R.S §15-393;

**WHEREAS**, VACTE provides joint technical education district courses as a part of joint technical education district programs approved by the State of Arizona, pursuant to A.R.S. §15-391 and §15-393 (the CTED Law) and the State of Arizona pays VACTE for students who attend those courses and programs;

**WHEREAS**, VACTE and Satellite District mutually desire Satellite District to provide joint technical education courses ("Satellite CTED Courses") as a part of a joint technical education district program ("CTED Program"), as those terms are defined A.R.S. §15-391, at a location ("Satellite") designated by the Satellite District, and to operate under a satellite model with the Satellite District providing the instruction, teachers, and facilities for such courses on a Satellite campus.

**WHEREAS**, VACTE also may provide CTED Courses and/or CTED Programs at locations designated by Satellite District under the centralized model utilizing video conferencing distance learning (VCDL) technology to deliver classes ("Centralized Campus CTED Courses");

**WHEREAS**, the parties want to set out the terms by which VACTE will pay the Satellite District for the direct and indirect costs of services provided by Satellite District in connection with Satellite CTED Courses ("Satellite Reimbursement Funding") and the terms by which Satellite District will provide CTED Courses on a Satellite District campus.

## **AGREEMENT**

**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 VACTE will provide CTED Courses and a CTED Program, which meet the criteria provided in A.R.S. §15-391, to Satellite students enrolled in Satellite CTED Courses or to District students who are enrolled in Centralized Campus CTED Courses.

### **2. Definitions.**

Definitions set out in A.R.S. §15-391 are incorporated in this Agreement by this reference.

### **3. Term.**

This Agreement shall commence and be effective on July 1, 2020 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.

### **4. Termination**

a. This Agreement may be terminated by either party upon delivery of written notice to the other party no later than thirty (30) days before the termination date; provided, however, that termination shall not become effective until the end of the Satellite District semester or academic session that falls thirty days after notice is given.

b. Upon any such termination, and unless otherwise agreed in writing by the parties, all property and equipment purchased by Satellite District with Satellite Reimbursement Funding during the term of this Agreement shall remain the property and equipment of the Satellite District ("Satellite Property"). Satellite District represents and warrants that it shall use any Satellite Property to support other ongoing and approved Career and Technical Education ("CTE") programs. In the event that the Satellite District no longer offers an approved CTE course/program and the Satellite Property is not usable by another CTE course/program at the Satellite District, the Satellite District shall, upon request by VACTE, transfer the Satellite Property to be used by another local educational agency that is then offering approved CTED CTE programs, provided that the Satellite District may request the return of such Satellite Property if and when the Satellite District offers an approved CTE course/program for which the Satellite District will use the Satellite Property. If VACTE does not submit any such request within 60 days after such termination, Satellite District may transfer or dispose of the Satellite Property in accord with its own policies, subject to the requirements of state or federal law. Any and all property and equipment purchased by the Satellite District with Satellite Reimbursement Funding prior to the date of this Agreement shall be considered the sole and separate property

and equipment of the Satellite District and the Satellite District may transfer or dispose of such property and equipment in accord with its own policies, subject to the requirements of state or federal laws.

c. Upon any such termination, and unless otherwise agreed in writing by the parties, all property and equipment purchased by VACTE for use in CTED Satellite Courses and used by the Satellite District shall be returned to VACTE or disposed of consistent with Section 7(b)(ix) herein.

## **5. Financial Provisions.**

a. Reimbursement to Satellite District for Delivery of CTED Satellite Courses.

i. VACTE receives CTED funding from the State of Arizona to pay for the cost of the VACTE Satellite CTED Courses, including Maintenance and Operations funding attributable to Satellite ADM and monies attributable to additional weights in the Student Count (“Satellite Funding”). The amount of Satellite Funding paid to VACTE is based on the Average Daily Membership (“ADM”) for the Satellite CTED Courses, as calculated and reported to the Arizona Department of Education (“ADE”) in accordance with ADE requirements (“Satellite ADM”).

ii. As a reimbursement for the direct and indirect cost of goods and services provided by Satellite District for the delivery of the Satellite CTED Courses, VACTE shall pay Satellite District a fixed percentage of Satellite Funding based on Satellite ADM to reimburse Satellite District for the costs incurred by the Satellite District to deliver the CTED Satellite Courses, as follows:

- For FY21-FY23, the Satellite District will be funded Seventy Percent (70%) of the Satellite Funding for the approved CTED Satellite Courses, provided that the percentage of Satellite Funding paid to the Satellite District shall not exceed the costs incurred by the Satellite District to deliver the CTED Satellite Courses.
- If the CTED budget can sustain 70% of the Satellite Funding, the CTED will strive to increase the percentage of Satellite Funding provided to the Satellite District by the highest percentage the CTED budget can sustain, between 1% to 5% increments, with the ultimate percentage goal of 75% by FY23.
- The percentages of Satellite Funding for FY20, FY21, FY22 and FY23 set forth herein will be paid to the Satellite District unless CTED is faced with financial problems due to federal and state audit results and/or extenuating circumstances are proven, excluding Central Campus finances, except that the during the term of this Agreement, the percentage of Satellite Funding paid to the Satellite District shall never be less than Seventy Percent (70%) of the Satellite Funding provided that the percentage of Satellite Funding paid to the Satellite District shall not exceed the costs incurred by the Satellite District to deliver the CTED Satellite Courses. If the Satellite District has incurred higher costs for approved CTED Satellite Courses than the percentage funded by the CTED, the Satellite

District may apply for Supplemental Funding to help offset the cost. The supplemental funding application is attached as Exhibit J to this Agreement.

- VACTE and Satellite District agree that all funds received by VACTE pursuant to Proposition 123, including adjustments to the Base Level amount and Additional Funding (A.R.S. § 15-962.01), shall be treated as Maintenance and Operations funding for the purposes of this Agreement.
- One hundred percent (100%) of VACTE's Teacher Experience Index funding attributable to Satellite ADM.
- Fifty percent (50%) of Additional Assistance funding attributable to Satellite ADM.
- One-hundred percent (100%) of funding attributable to Satellite ADM from the Classroom Site Fund and the Instructional Improvement Fund, if ADE pays such funds to VACTE rather than directly to Satellite District.

iii. VACTE and Satellite District shall share according to the percentages set forth in section 5(a)(iii) above any increase or decrease in Satellite Funding that results from any of the following:

- Payment of funding pursuant to any "backfill" formula in the State budget for FY 2020 or subsequent years for school districts with declining enrollment from FY 2020 to FY 2021 or any subsequent years.
- Any other state-level reduction or increase in funding.

b. Carryover of Funds.

i. Notwithstanding anything herein to the contrary and to the extent permitted by law, Satellite District can carryover funds from the previous fiscal year without it reducing the next year's reimbursement but may not supplant with carryover funds.

ii. Notwithstanding anything herein to the contrary and to the extent permitted by law, Satellite District can build a reserve to fund a more expensive program need that cannot be paid for with just one year's reimbursement so long as Satellite District adopts a plan for such a reserve, such a plan would incorporate ADE program requirements for the CTE area, and Satellite District submits the plan to VACTE for review.

c. Available Funds.

Payment obligations of VACTE under this Agreement are conditioned upon receipt of funds from the State of Arizona or from funds received from tax levies. The obligations of Satellite District are conditioned upon the availability to Satellite District of funds that may lawfully be used for such purpose.

d. Apportioned Payments to Satellite.

i. Payments shall be due and payable from VACTE to Satellite District as set forth herein, contingent upon Satellite District submitting the documentation required in Exhibit B to the Agreement. VACTE shall apportion and pay Satellite District each fiscal year the amount owed a reimbursement of Satellite District pursuant to this Section 3 of the Agreement as follows:

- Twenty-five (25) percent on or before September 15 of each year or within ten (10) business days of the date this Agreement is signed by the parties, whichever occurs later.
- Twenty-five (25) percent on or before December 15 of each year.
- Twenty-five (25) percent on or before March 15 of each year.
- Twenty-five (25) percent, plus any incentive amount, on or before June 30 of each year.

ii. Payments, together with a financial summary explaining the payment calculation, shall be delivered to Satellite District.

iii. Notwithstanding the foregoing payment schedule, VACTE may delay payment if and to the extent that State funding payments to VACTE are delayed and not received by VACTE prior to the dates payments are due to Satellite District. VACTE shall make reasonable efforts to keep Satellite District advised of any funding delay prior to the date a payment was otherwise due to Satellite District. In the event of such a delay, VACTE shall make payment to Satellite District within fifteen (15) business days from the date VACTE has received the funds from the State.

**6. Accountability Provisions.**

VACTE and Satellite District agree to cooperate as appropriate to ensure compliance of the parties with required student testing schedules and procedures, reporting, and other requirements of applicable state and federal law concerning accountability in educational programs. VACTE may, at its expense, request an audit or accounting of expenditures by Satellite District related to joint technical education programs. Likewise, Satellite District may request an audit or accounting of VACTE attendance records.

**7. Responsibilities.**

a. Responsibilities of VACTE.

- i. VACTE will manage the joint technical education district.

ii. VACTE will be responsible for the content of CTED Satellite Courses taught by the Satellite and shall maintain oversight of all VACTE Satellite programs to assure compliance. For purposes of this paragraph, Satellite shall be required to meet the ADE standards for CTED CTE education (“State Standards”) and no other criteria shall apply. Unless immediate implementation of a new standard is required by the CTED Law, VACTE shall delay implementation of the new standard until Satellite District will have received an adequate opportunity to make any improvements to its Satellite CTED Courses or Programs that are necessary to meet the new standard.

iii. VACTE will establish the standard for the quality of the teachers who instruct CTED Courses, in accordance with State Standards. With regard to a Satellite CTED Course, VACTE shall accept a teacher if his or her teaching credentials meet ADE certification guidelines and policies. VACTE and Satellite shall require teachers who teach Satellite CTED Courses to teach the approved curriculum for their courses and program. Evaluation of the teacher of a Satellite Course shall be the responsibility of the Satellite, although Satellite shall consider any input provided by VACTE regarding the teacher’s performance.

iv. VACTE will provide the following services to Satellite District to support Satellite District’s delivery of VACTE Satellite CTED Courses:

- a) Professional development for teachers of VACTE Satellite Programs. VACTE will share upcoming VACTE-based professional development offerings with Satellite District CTE director at regularly scheduled meetings. Satellite District will select from the VACTE professional development offerings, which determines are needed for its teachers.
- b) Ongoing evaluation of VACTE Satellite Programs. VACTE will evaluate VACTE Satellite Programs using the state CTED CTE program approval guidelines without additional cost to Satellite District beyond retention of Satellite campus student funding retained by VACTE pursuant to this Agreement.
- c) VACTE shall not be obligated to provide, and Satellite District shall not be obligated to accept or pay additional costs beyond retention of satellite campus student funding retained by VACTE pursuant to Section 5 of this Agreement for any support service, including professional development as described in subparagraph a), unless VACTE has provided to Satellite District, and Satellite District has accepted, VACTE’s written proposal for the service and its cost to Satellite District.
- d) Exhibit D of this Agreement sets forth a list of additional services that VACTE shall provide to Satellite District and pay for by the retention of Satellite Reimbursement Funding.

v. VACTE shall complete the actions assigned to VACTE on or before their due dates assigned by ADE.

vi. If Satellite District is operating under a traditional block schedule, VACTE shall calculate ADM in accordance with State of Arizona requirements. To the extent allowed by law, VACTE will count the first fifty-five (55) minutes of the block as time spent by the student in a CTED Satellite program and allow Satellite District to count the remainder of the block as time spent by the student in Satellite District courses or programs (non-CTED or CTE courses or programs).

vii. In developing all future satellite and/or centralized programs the three-member district superintendents and the VACTE superintendent will meet in committee yearly to discuss the addition and/or deletion of satellite and/or centralized programs, consistent with the criteria set forth in Exhibit G. The report of the recommendations from the four superintendents will be presented to the respective school boards for approval in a timely manner. Final approval for centralized programs rests with the VACTE Governing Board.

b. Responsibilities of Satellite District.

Failure of Satellite District to comply with any of the reporting requirements of this section may result in VACTE withholding funds to the Satellite District on a temporary or long-term basis until Satellite District fully complies with the reporting requirements, at which time all funds withheld will be paid to Satellite District.

i. Satellite District shall be responsible for paying the salaries and benefits of any teacher who teaches a CTED Satellite Course.

ii. Attendance data must be reported at least every twenty (20) days by the Satellite District to ADE in order for the site to receive funding as agreed upon in this Agreement. Satellite District will be compliant with ADE reporting standards, provided, however that VACTE and Satellite District may agree that Satellite District will upload the attendance data. If Satellite District is operating under a traditional block schedule, VACTE shall calculate ADM in accordance with State of Arizona requirements. To the extent allowed by law, VACTE will count the first fifty-five (55) minutes of the block as time spent by the student in a CTED program, and allow Satellite District to count the remainder of the block as time spent by the student in Satellite District courses or programs (non-CTED or CTE courses or programs).

iii. Satellite District is solely responsible to comply with its legal obligations to generate the required Average Daily Membership and to refrain from preventing or prohibiting any student from attending a Centralized Campus CTED Course.

iv. Satellite District will provide the instruction in any Satellite CTED Course referenced in Exhibit F and subject to Satellite District's employment policies. However, Satellite

District may, to the extent permitted under A.R.S. §15-537 and the personnel policies of Satellite District, consult with and consider the input received from VACTE in teacher evaluations. If the Satellite District and VACTE are operating on a centralized model basis, then this provision shall not apply.

v. Within the time frame set forth in the ADE Guidelines, Satellite District will provide a cost analysis and course CTED eligibility documents for each potential CTED class each year for consideration and approval by the VACTE Governing Board.

vi. If Satellite District is participating in Distance Learning CTE classes, a description of courses, content, delivery format, and related information shall be attached herein as Exhibit I.

vii. Satellite District will provide necessary facilities, equipment, supplies, maintenance, property and liability insurance, and instructional staff to conduct Satellite CTED Courses. If the Satellite District uses CTED 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 CTE programs.

viii. Satellite District will be responsible for student discipline. However, Satellite may, to the extent permitted by A.R.S. §15-841 and the student discipline policies of the Satellite District, consult with and consider the concerns of VACTE with respect to this issue.

ix. Satellite District will insure, repair, and maintain all property and equipment purchased by VACTE or by Satellite District for use in CTED Satellite Courses while in the possession and control of Satellite District. Any equipment purchased by VACTE or with funds provided by VACTE must be ordered installed or available for use by students no later than two months after the equipment has been purchased. All equipment purchased directly by VACTE (and not with Satellite Reimbursement Funding paid to the Satellite District), without regard to price, shall be tagged by VACTE and accounted for by the Satellite District. The Satellite District shall make available for audit purposes a complete list of such items. The Satellite District will return, or dispose of when mutually agreed upon beforehand, the property and equipment purchased directly by VACTE (and not with Satellite Reimbursement Funding paid to the Satellite District) when the property and equipment is no longer used by Satellite District for a CTED Satellite Course. Disposal of equipment must be in compliance with state regulations, with the equipment first being offered for return to VACTE. The Satellite District will follow state disposal guidelines if VACTE chooses not to receive the equipment back from the Satellite District. In the event Satellite District has installed computer software on computers provided by VACTE, Satellite District may remove such software from the computer prior to removing the computer from the Satellite site.

x. Satellite District shall use any monies received pursuant to this Agreement to supplement and not supplant base year Career and Technical Education expenditures and amounts for directly related equipment and facilities, unless otherwise permitted by the CTED Law. For purposes of this section, the amount spent in the base year shall be determined and



adjusted as appropriate based on the guidance in USFR Memorandum 219 of the Arizona State Auditor General or another applicable USFR Memorandum (“Memorandum 219”). Satellite District shall complete and submit to VACTE the Memorandum 219 worksheet for the previous fiscal year by October 15 of each year, together with the supporting documentation used to substantiate the figures reported on the Memorandum 219 worksheet.

xi. Satellite District shall comply with safety procedures to meet applicable state and federal regulations.

xii. Satellite District shall provide to VACTE in a timely manner any information or documentation requested by VACTE to generate a report required by the CTED Law or comply with a request from ADE. VACTE shall provide sufficient notice of its deadline for Satellite District to provide the requested information or documentation.

xiii. Satellite District will provide a projected Satellite CTED preliminary budget for the next fiscal year no later than April 1<sup>st</sup> of each school year or as budgeted allocations are available, and a final detailed current year budget with narrative and expenditures using CTED CTE Final Report Form by June 1st of each school year. All previously unexpended CTED funds held in the 596 accounts must be carried forward for use in the next year and included in the budget request to the VACTE board.

xiv. Satellite District will receive and utilize as it deems appropriate in its sole discretion its proportionate share of all funds, if any, received from VACTE under A.R.S. §15-977 (Proposition-301-Classroom Site Funds) and A.R.S. §15-979 (Proposition 202 - Instructional Improvement Fund).

## **8. Approval of Satellite CTED Courses.**

a. The parties acknowledge that the CTED Law was amended by the State legislature in the 2016 session. The parties also acknowledge that the CTED Law, as amended, will require them to work cooperatively to ascertain whether District Satellite CTED Programs meet the legal requirements of a CTED course.

b. VACTE and Satellite District shall work collaboratively to establish the criteria for District Satellite CTED Program approval and work in good faith to resolve any impediments to the approval of District Satellite CTED Programs that Satellite District requests for the subsequent school year (the “Requested Programs”).

c. Satellite District shall submit all requests for approval or addition of Satellite CTED Courses or CTED Programs directly to VACTE. All Satellite CTED 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, and the quality and content of each course shall be attached to this Agreement as Exhibit E. All classes that may generate funding must meet the criteria for programs as required by law. Satellite teachers are required to follow these criteria.

d. VACTE personnel shall follow the procedures outline in Section 7(A)(vii) of this IGA when communicating with satellite staff.

**9. Enrollment of Satellite District Students in Centralized and Satellite CTED Courses.**

a. VACTE will coordinate enrollment and registration of Centralized Students with the staff of Satellite District.

b. Satellite District and VACTE must approve all enrollments by verifying student eligibility for Centralized and Satellite CTED Courses or Programs.

c. The parties agree that all students shall have equal access to educational opportunities provided and that no person shall be discriminated against due to race, color, religion, sex, national origin, age, veteran's or military status, or disability.

d. Satellite District will provide VACTE registration and attendance information for Satellite District students who are enrolled in a Central or Satellite CTED Course that is 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.*

**10. Transportation Services.**

If transportation of students enrolled in a Satellite CTED Course is necessary or if State law requires transport, then Satellite District resources may be used to provide such transportation. Satellite District shall not be required to pay for transportation of students to a Centralized Campus CTED Course.

**11. Student Information.**

a. The parties agree to maintain confidentiality of all educational records shared pursuant to this Agreement, as required by the Family Educational Rights and Privacy Act ("FERPA") and any federal or state law that pertains to students with disabilities.

b. After a Satellite District Student with a Disability is enrolled in Centralized Campus CTED Course or Program, Satellite District shall provide VACTE with access to the student's current IEP or 504 Plan for the purposes of implementation of the IEP or 504 Plan and/or provision of program supports while the student is enrolled in a Centralized Campus CTED Course or Program. "Student with a Disability" is as defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504"), 29 United States Code ("U.S.C.") § 705 *et seq.*; Title II of the Americans with Disabilities Act ("ADA"), 42 U.S.C. 12101 *et seq.*; the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §1400 *et seq.*; or A.R.S. §§ 15-341, 393, and 761 *et seq.*

**12. 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, color, religion, sex, national origin, age, veteran's or military status, or disability.

**13. Insurance.**

To the extent required by State law, Satellite District and VACTE each represent and warrant to the other that they shall at all times retain insurance coverage in compliance with State laws and shall name the other party as an additional insured.

**14. 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.

**15. Mutual Indemnification.**

To the extent permitted by Arizona and federal law, each party to this Agreement agrees as "Indemnitor" to indemnify, defend and hold harmless the other party as "Indemnatee" from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) arising out of bodily injury, property damage, IDEA claims, Section 504 claims, Americans with Disabilities Act claims, other discrimination or civil rights claims, or other legal claims resulting from the acts or omissions of the Indemnitor, which are alleged in any forum, including without limitation proceedings before the Office for Civil Rights of the U.S. Department of Education, the Arizona Department of Education, a due process hearing officer conducting an administrative hearing under the IDEA, and in judicial proceedings in state or federal courts, 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.

**16. Notice.**

Any notice required or permitted under this Agreement shall be deemed effective if delivered by hand (with signed receipt) or sent by certified mail (return receipt requested, postage prepaid) to:

**VACTE:**

VACTE - Superintendent  
3405 E. State Rte. 89A Bldg. B

**Satellite District:**

SOCUSD No. 9 - Superintendent  
221 Brewer Rd. Suite 100.

Cottonwood, AZ 86326  
928-634-7131

Sedona, AZ 86336  
928-204-6800

**17. E-Verify.**

To the extent applicable under A.R.S. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). Any party's breach of such warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. Each party retains the legal right to inspect the papers of the other party to ensure that the other party is complying with such warranty.

**18. Mediation.**

Subject to the other provisions of this section, the parties agree to first submit all disputes, claims, or controversies that may arise between them concerning any performance or obligation under this Agreement, including the approval of VACTE Satellite Courses ("Dispute") to good faith mediation with a trained and impartial mediator. Any party who believes that any Dispute exists shall provide written notice thereof to the other party, after which the parties or their counsel shall confer regarding selection of a mediator and the process for mediation. The parties shall divide responsibility for the mediator's fees and costs equally between them; provided, however, that each party shall be individually responsible for the fees and costs associated with representation by an attorney at the mediation, if such representation is desired.

**19. Adjudication of Agreement.**

If any court or arbitrator of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the parties desire and agree that the remaining parts of this Agreement shall nevertheless continue to be valid and enforceable.

**20. No Rule of Strict Construction.**

The language of this Agreement has been approved by both parties, and no rule of strict construction shall be applied against either party.

**21. Modification or Waiver of Agreement.**

No modification or waiver of this Agreement shall be valid unless the modification or waiver is in writing and signed by both of the parties. The failure of either party at any time to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver of the right to insist upon the strict performance of the same provision at any future time.

**22. Applicable Law.**

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

**23. 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.

**Valley Academy for Career and  
Technology Education**

**Sedona-Oak Creek Joint Unified School  
District No. 9**

By: \_\_\_\_\_  
Its Board Chairmen (or designee)

By: \_\_\_\_\_  
Its Board President (or designee)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approval**

The undersigned attorneys have reviewed this Agreement pursuant to A.R.S. § 11-952(D), and have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to their respective governing boards.

\_\_\_\_\_  
Attorney for VACTE

\_\_\_\_\_  
Attorney for  
Sedona-Oak Creek Joint Unified School Distri  
No. 9

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibits**

**A- CTED Statement of Assurances (SB 1525 Revised)**

**B – Career and Technical Education CTE and Joint Technical Education District  
CTED Eligibility/Compliance Monitoring Process**

**Exhibit – C Program Evaluation Instrument (See ADE – CTED Evaluation Criteria)**

**Exhibit - D Listing of Additional Services provided by VACTE**

**Exhibit – E CTED Programs**

**Exhibit – F Criteria for New Course Addition or Possible Course Deletion**

**Exhibit – G H Release of Information form between VACTE and Yavapai College Central  
Campus Programs**

**Exhibit – H Distance Learning Criteria**

**Exhibit – I Supplement Funding Application**

**Exhibit – J FY20 Satellite Budgeted Funding**

**EXHIBIT A**

**2020-2021 Statement of Assurance**

<b>Name of CTED/CTDS</b>	-Select-
<b>CTED Mailing Address/City/ZIP</b>	-Select-
<b>CTED Physical Address (if different)</b>	
<b>CTED Superintendent/Phone/Email</b>	-Select-
<b>CTED Contact</b>	<b>Phone                      Email</b>

**The Joint Technical Education District assures that each program/sequence of courses reported for CTED Average Daily Membership (ADM) purposes for school year 2017-2018 meet the requirements of ARS §15-391.3(a-g) and ARS §15-391.5(a-o):**

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.

Is part of a program that requires students to obtain a passing score of at least sixty percent (60%) on an assessment that demonstrates the level of skills, knowledge and competencies necessary to be successful in the designated vocation or industry for that program of study.

Is part of an approved joint technical education district program.

Is not a course or any variation of a course, including honors, that is required under the minimum course of study pursuant to section ARS §15-701.01 in order to graduate from high school.

Requires a majority of instructional time to be conducted in a laboratory environment, field-based environment or work-based learning environment.

Has demonstrated a need for extra funding in order to provide the joint technical education course.

Requires specialized equipment in order to provide instruction to students that exceeds the cost of a standard education course.

Requires an assessment that demonstrates the level of skills, knowledge and competencies necessary to be successful in the designated vocation or industry or an assessment necessary for certification in and acceptance by that vocation or industry. Any assessment adopted pursuant to this subdivision shall require a passing score of at least sixty percent (60%).

Requires a majority of instructional time to be conducted in a laboratory environment, field-based environment or work-based learning environment and requires career and technical student organization participation.

Demonstrates alignment through a curriculum, instructional model and course sequence to meet the standards of a career and technical education preparatory program as determined by the career and technical education division of the department of education.

- Has a defined pathway to career and postsecondary education in a specific vocation or industry as determined by the career and technical education division of the department of education.
- Is approved by the career and technical education division of the department of education based on the requirements prescribed in this paragraph after the submission of all required documentation.
- Is certified by the joint technical education district governing board to have met all the requirements prescribed in this article.
- Is offered only to students in grades nine, ten, eleven and twelve.
- Fills a high-need vocational or industry need as determined by the career and technical education division of the department of education.
- Requires a single or stackable credential as described in subdivision (1) of this paragraph or a skill that will allow a student to obtain work as described in subdivision (1) of this paragraph on graduation before receiving an associate's degree or baccalaureate degree.
- Leads to certification or licensure in the designated vocation or industry that has been verified and accepted by that vocation or industry and that qualifies the recipient of the certification or licensure for employment for which the student would not otherwise qualify. If there is no certification or licensure that is accepted by the vocation or industry, completion of the program must qualify the student for employment for which the student would not otherwise qualify without completion of the joint technical education program.
- Requires instruction and instructional materials in courses that are substantially different from and exceed the scope of standard instruction and that include vocational skills, competencies and knowledge to be successful in the designated joint technical education district program vocation or industry.
- An industry or vocation has agreed to provide financial or technical support to the joint technical education district for a specific joint technical education district program. For the purposes of this subdivision, "Financial support" includes in-kind contributions and donations.
- A joint technical education district has demonstrated a need for extra funding in order to provide the joint technical education district program.
- Is listed as submitted for inclusion, on the current "CTED Course Approval Log" maintained by the ADE/CTE Division.

<b>List below all participating education institutions for which an IGA will be completed:</b>	
Education Institution Name and CTDS	



**Exhibit B**

CTE/CTED Eligibility/Compliance Monitoring Process (from ADE) - entire doc.



Learning that works for Arizona

**Career and Technical Education CTE and Joint Technical Education District  
JTED Eligibility/Compliance Monitoring Process**

School/CTDS  District  Date

Program Name/CI#  JTED Program  Yes  No  
Perkins Only Program  Yes  No

**INDICATORS FOR PROGRAM APPROVAL**

**CTE INDICATOR #1: Delivers a coherent sequence of instruction: ARS §15-391(5)(e)**

Coherent Sequence of Instruction  1 Carnegie Unit  2 Carnegie Units  3 Carnegie Units  Compliant  Action Needed  Action Due Date \_\_\_\_\_

4 Carnegie Units

**JTED Compliance**  Assessment Percentage 60% Percent  Industry Certification Offered

**Evidence of an Exemplary Program**

Expanded Course Sequence  Dual Enrollment Offered  Academic Credit Offered  Math  Science  Economics  ELA

---

**CTE INDICATOR #2: Teaches all the state-designated program standards: ARS §15-391(5)(m)**

Course Description/Outline/Syllabi  Lesson Plans/Curriculum Maps  State Standards  Compliant  Action Needed  Action Due Date \_\_\_\_\_

**JTED Compliance**

**Evidence of an Exemplary Program**

Academic Integration  Math  Science  Economics  ELA  Postsecondary Standards

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**CTE INDICATOR #3: Specified on the current CTE program list and determined JTED eligible: ARS §15-391(5)**

**JTED Compliance**  Compliant  Action Needed  Action Due Date \_\_\_\_\_

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**CTE INDICATOR #4: Taught by an appropriately certified teacher per CTE Certification Requirements for the program area: ARS §15-391(3)(a)**

CTE Provisional/Expiration Date  CTE Standard/Expiration Date  Instructor Certification  Compliant  Action Needed  Action Due Date \_\_\_\_\_

National Board Certification

**JTED Compliance**

**Evidence of an Exemplary Program**

Dual Enrollment Certified  Additional Education  CTE Summer Conference/State PD Event  CTSO/Other Advisory Board



**Career and Technical Education CTE and Joint Technical Education District  
JTED Eligibility/Compliance Monitoring Process**

School/CTDS  District  Date

Program Name/CIP#  JTED Program  Yes  No  
 Perkins Only Program  Yes  No

- CTE INDICATOR #5: Evaluates program performance annually and meets or exceeds established State Performance Measures: Perkins Requirement**
- 1-S1-Reading/Language Arts  1S2-Math  2S1-Technical Skill  Compliant  Action Needed **Action Due Date** \_\_\_\_\_
- 3S1-School Completion/GED  4S1-Student Graduation Rates  5S1-Placement  6S1-Non-Trad Participation  6S2-Non-Trad Completion
- Annual Program Evaluation on file

- JTED Compliance: ARS 515-391 (5)(a) - An industry or vocation has agreed to provide financial or technical support to the Joint Technical Education District for a specific joint technical education district program**
- Assessment Percentage 60% Percent  Industry Certification Offered  Strong Business and Industry Partnerships
- Provide Technical Support  In Kind Contributions  Contributions  Donations (equipment, etc.)  Serves on Advisory Board
- Provides Work Based Opportunities
- Evidence of an Exemplary Program**
- Exceeds State Performance Measures  Awards/Recognitions  News Articles/Social Media  Strategic Plan In Place

- CTE INDICATOR #6: Offers student work-based participation that involves actual work experience and connects classroom learning to work activities.**
- Cooperative Education/DCE  Internship  School Based Enterprise  Compliant  Action Needed **Action Due Date** \_\_\_\_\_
- On-Site Work Based Learning Lab  Service Learning  Apprenticeship  Health Care Experience
- Laboratory/Simulation Projects  Supervised Agriculture Experience
- JTED Compliance: ARS 515-391 (5)(d) - A Majority of instructional time to be conducted in a laboratory environment, field-based environment or work-based learning components**



**Career and Technical Education CTE and Joint Technical Education District  
JTED Eligibility/Compliance Monitoring Process**

School/CTDS  District  Date

Program Name/CIP#  JTED Program  Yes  No  
Perkins Only Program  Yes  No

- Work Based Learning at Least 51% Percent  School Based Enterprise  On-Site Work Based Learning Lab  Apprenticeship  Health Care Experience
- Cooperative Education/DCE  Internship  Field-based Environment
- Evidence of an Exemplary Program
- Innovative Strategies for Work-based Learning

CTE INDICATOR #7: Requires student participation in Career Exploration for grades 7-9; Perkins Requirement

Compliant  Action Needed  Action Due Date \_\_\_\_\_

CTE INDICATOR #8: Requires a Career and Technical Education Student Organization to be organized for the CTE secondary programmatic area

DECA  FBLA  FCCLA  EdRising  FFA  HOSA  SkillsUSA  Compliant  Action Needed  Action Due Date \_\_\_\_\_

JTED Compliance: ARS §15-391(5)(d) - Career and Technical student organization participation

DECA  FBLA  FCCLA  EdRising  FFA  HOSA  SkillsUSA

Evidence of an Exemplary Program

Regional CTSO Event Attendance  State CTSO Event Attendance

National CTSO Officers  State CTSO Officers  Regional CTSO Officers

Percentage of Students who competed in State, Regional or National Level CTSO Competitions

**Exhibit C**  
**Program Evaluation Instrument**

**See ADE- CTED Criteria**

**Exhibit D**

**Listing of Additional Services provided by VACTE**

Professional development for teachers and counselors  
Industry driven curriculum (WIKI Curriculum)  
Teacher certification assistance  
Meeting and training space  
Program development support  
Academic integration support Marketing  
Special projects

**Exhibit E**

**JETD Programs/Courses to be Offered by Satellite Districts**

**Digital Photography**

Digital Photography - *Sedona Red Rock Campus*

**Law Enforcement**

Law Enforcement – *Sedona Red Rock Campus*

**Film& TV**

Film & TV - *Sedona Red Rock Campus*

**Sports Medicine**

Sports Medicine and Rehabilitation Service – *Sedona Red Rock Campus*

**CTED Programs/Courses to be offered by Central Campus:**

**Construction Technology**

Construction Technology - *VACTE Central Campus at VACTE Campus*

**Culinary Arts**

Culinary Arts - *VACTE Central Campus at Yavapai College Sedona Campus*

**Fire Service**

Fire Services Advanced Applications - *VACTE Central Campus at Verde Valley  
Fire Academy*

**Heavy Equipment Operation**

Heavy Equipment Operations - *VACTE Central Campus at VACTE Campus*

**Medical Assistance**

Medical Assistance - *VACTE Central Campus at Yavapai College/VACTE  
Campus*

**Nursing Service**

Nursing Services Advanced Applications - *VACTE Central Campus at Verde  
Valley Medical Center*

**Lab Assistant (Phlebotomy)**

Lab Assistance Phlebotomy - *VACTE Central Campus at Yavapai  
College/VACTE Campus*

## Exhibit F

### Criteria for New Course Addition or Possible Course Deletion:

Below is a list of criteria that CTED District will use as a, test to adopt new courses or programs or to possibly close ("Sunset"). Satellite Schools 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 CTED Governing Board.**

1. Current CTE Program Enrollments by District / Course
2. Projected Enrollment for New Program(s)
3. CTED Enrollment Critical Mass/ Saturation Level (Provided by CTED)
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 CTED 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 G**

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

**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:

**Valley Academy for Career and Technology Education**  
**3405 E. State Rte. 89A Bldg. B**  
**Cottonwood, AZ 86326**

The undersigned parent(s) or legal guardian(s) of the above named student, hereby authorize Valley Academy for Career and Technology Education 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 H**  
**Distant Learning Criteria**

**Exhibit I  
Supplemental Funding Application**



**FORM FOR SATELLITE DISTRICTS REQUESTING SUPPLEMENTAL FUNDING**

Please complete and return the following form with appropriate signatures for your satellite district supplemental funding request.

**A. Narrative and budget components:**

- 1. A narrative description of how requested funds will be used to further the goals of career and technology education for students of the academy district:**

Include supporting information identifying the following:

a. State approved CTE program targeted for supplemental funds:

b. If funds are for a single course identify the sequence placement of the course in the approved program within the satellite district:

- 2. Attach a detailed budget that identifies the type of funding requested, (ie. one time funding, supply funding, capital funding) and amount requested:**

Type: \_\_\_\_\_

Amount: \_\_\_\_\_

- 3. Satellite district contact: \_\_\_\_\_**

**B. Satellite district approval**

**1. Superintendent approval of the request for additional funds:**

Approved \_\_\_\_\_ Date \_\_\_\_\_  
Denied \_\_\_\_\_ Date \_\_\_\_\_

**C. VACTE components**

**1. Review of written proposal by VACTE staff:**

Date \_\_\_\_\_

**2. VACTE Superintendent approval of the request for additional funds:**

Approved \_\_\_\_\_ Date \_\_\_\_\_  
Denied \_\_\_\_\_ Date \_\_\_\_\_

**3. VACTE Board action:**

Approved \_\_\_\_\_ Date \_\_\_\_\_  
Denied \_\_\_\_\_ Date \_\_\_\_\_

**Exhibit K**

**FY 20 Estimated Satellite Budgeted Funding**

District	ADE ADM	ADE ADM translated to student count (X\$972.55) AZ FY20 Approved Budget	Allocation budget based on ADM at 70/30 Split	Increase from FY18 to FY19
Camp Verde	67.05	268.20	\$260,837.91	\$22,617.1
Mingus	107.39	429.55	\$417,760.80	\$41,165.6
Sedona	33.02	132.08	\$128,454.40	-\$1,494.3
<b>Total</b>	<b>207.46</b>	<b>829.83</b>	<b>\$807,053.11</b>	

**FY 19 Satellite Budgeted Funding**

District	ADE ADM	ADE ADM translated to student count (X\$927.94)	Allocation budget based on ADM at 70/30 Split
Camp Verde	64.18	256.72	\$238,220.76
Mingus	101.46	405.84	\$376,595.17
Sedona	35.01	140.04	\$129,948.72
		0	
<b>Total</b>	<b>200.65</b>	<b>802.60</b>	<b>\$744,764.64</b>

The dollar amounts set forth in this budget are based on a 70/30 split of the money generated by the .25 ADM that the parties estimate will be generated next year.

Actual amounts provided to the District will be based on actual enrollment and the actual amount spent by the Satellite pursuant to A.R.S. Section 15-393(L)(9).

New Base Support Level is \$4150.43 \* JTED weight 1.339 = \$5557.42 \* .25 = \$1389.35 \* .70 = \$972.55