

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
SEDONA-OAK CREEK JOINT UNIFIED SCHOOL DISTRICT NO. 9
AND
MINGUS UNION HIGH SCHOOL DISTRICT NO. 4
FOR
SHARED SERVICES OF CAREER AND TECHNICAL EDUCATION DIRECTOR**

RECITALS

This is an Intergovernmental Agreement ("IGA" or "Agreement") between the Sedona-Oak Creek School District No. 9 ("Sedona") and Mingus Union High School District No. 4 ("Mingus") collectively ("Parties").

WHEREAS, Mingus and Sedona are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-952.

WHEREAS, Mingus and Sedona are desirous of entering into an agreement to share the cost of employing a Career and Technical Education Director (hereafter "Joint CTE Director"),

WHEREAS, Mingus employs a Career and Technical Education ("CTE") Director and Sedona has a need for the services of a CTE Director, and

WHEREAS, Mingus and Sedona are authorized to enter into this Agreement pursuant to A.R.S. § 11-952, and desire to enter into this Agreement to set forth each party's responsibilities with respect to the shared services of the Joint CTE Director,

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

AGREEMENT

1. **Purpose.** The Joint CTE Director will spend twenty-four (24) days total or two (2) days per month time at Sedona in a manner agreed upon by the Parties. Representatives of each Party shall meet annually before the school year commences to determine how the Joint CTE Director's time shall be allocated. The Joint CTE Director will assist Sedona in developing and implementing its CTE programs and services and accept related duties as may be assigned by Sedona's administration.

2. **Term.** This Agreement will commence on July 1, 2021, and terminate on June 30, 2022. The Parties may renew this Agreement for subsequent one-year terms, not to exceed five (5) years, upon approval of their respective governing boards at a public meeting.

3. **Cooperation.** The Parties will regularly confer and cooperate in scheduling the Joint CTE Director's time and activities to avoid conflicts.

4. **Joint CTE Director Salary and Benefits.** The Joint CTE Director is a Mingus employee. Mingus shall be responsible for the payment of wages and benefits of the Joint CTE Director. Sedona will be responsible for payment to Mingus of a portion of salary and benefits of the Joint CTE Director as described more fully in paragraph eight (8) below. The Joint CTE Director's work days shall be determined in accordance with Mingus' calendar.

5. **Joint CTE Director Supervision.** The Joint CTE Director shall be a certified teacher in Arizona with a CTE Endorsement under contract to Mingus. The Joint CTE Director will fulfill all job requirements currently contained in the Mingus employment contract for such position, which is attached as Exhibit A. The Joint CTE Director shall be supervised by the Superintendent of Mingus.

6. **Compliance with Sedona's Policies.** The CTE Director will be expected to comply with all policies, rules, and regulations of Sedona while performing duties for Sedona. If Sedona has any concerns with the Joint CTE Director's non-compliance, Sedona may have input on disciplinary matters, but Mingus shall have sole and final authority to impose discipline or not.

7. **Evaluation.** Mingus will formally evaluate the Joint CTE Director at least once per school year. Sedona may provide input into any evaluation of the Joint CTE Director for Mingus' consideration.

8. **Payment.** Mingus shall invoice Sedona annually for the services provided by the Joint CTE Director. Sedona will pay Mingus \$8,903.72 (eight thousand nine hundred and three dollars and seventy-two cents) for the services provided by the Joint CTE Director under this Agreement. The amount will be paid in one payment of \$8,903.72 (eight thousand nine hundred and three dollars and seventy-two cents) with the payment due on or before April 15, 2022. Termination notwithstanding, Sedona shall be responsible on a prorated basis for services provided under the Agreement up to the date of termination. Mingus will promptly provide an invoice to Sedona that shall be paid within thirty (30) days thereafter.

9. **Termination.**

For Convenience. This Agreement may be terminated by either Party with or without cause upon sixty (60) days written notice to the other Party.

Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to A.R.S. § 38-511.

Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZONA CONSTITUTION ARTICLE IX § 5, and A.R.S. § 15-905 (N). The provisions of this Agreement for payment of funds or the incurring of expenses by the Parties shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of

funds under this Agreement, and each Party shall keep the other Party fully informed as to the availability of funds for the Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If the Governing Board of either Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of the then-current fiscal year and each shall be relieved of any subsequent obligation under this Agreement.

10. **Dispute Resolution.** The Parties agree to meet in good faith to seek a mutually acceptable resolution to any dispute which may arise. Any disputes not resolved in this fashion shall be submitted to mediation with a trained mediator before either party may file a claim for breach of this Agreement.

11. **Insurance.** Both Parties agree to procure and maintain throughout this Agreement policies of liability and other insurance as necessary to insure the Parties, their employees, agents, and contractors against any claim for injury or damages stemming from Parties' actions pursuant to this Agreement.

12. **Indemnification.** To the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the other Party and each board member, officer, employee, or agent thereof (the Party being indemnified and any such person referred to herein as "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes, or omissions, in connection with the work or services of the other Party, its officers, employees, agents, or any tier of subcontractor in the performing of this Agreement. The amount and type of insurance coverage secured by the indemnifying Party will in no way be construed as limiting the scope of the indemnity in this Section. This Section shall survive the termination or expiration of this Agreement.

13. **Property.** The Parties do not anticipate having to dispose of any property upon termination of the Agreement. To the extent necessary, property shall be returned to the original owner.

14. **No Partnership or Joint Venture.** Each Party is an independent contractor and is independent of the other Party. Under no circumstances shall any employee of one Party be deemed the employee of the other Party for any purpose. This Agreement does not create a partnership, joint venture, or agency relationship between the Parties of any kind or nature.

15. **Non-Discrimination.** The Parties will comply with Executive Order 99-4 and all other applicable state and federal employment laws, rules, and regulations, mandating that all persons will have equal access to employment opportunities, and that no person will be discriminated against on the basis of race, color, creed, religion, sex, national origin, or disability.

16. **Fingerprint and E-Verify.** The Parties acknowledge and agree to fingerprinting and e-verify requirements set forth in A.R.S. §41-4401 and the Federal Immigration and Nationality Act. The Parties agree to comply with fingerprinting requirements in their policies and A.R.S. § 15-512.

17. **Laws and Regulations.** Both Parties shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Parties are responsible abide by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, the following: (A) existing and future school board policy or procedure, (B) existing and future local, state, and federal laws, and (C) existing and future Occupational Safety and Health Administration standards.

18. **Amendments.** This Agreement may be modified only by a written amendment approved by the Parties' respective governing boards and signed by persons duly authorized to enter into contracts on behalf of Mingus and Sedona. Any attempt or oral modification of this Agreement shall be void and of no effect.

19. **Provisions Required by Law.** Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, this Agreement will promptly be physically amended to make such insertion or correction.

20. **Entire Agreement: Interpretation: Parol Evidence.** This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

21. **Attorneys' Fees.** In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

22. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail,

registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Mingus: Mingus Union High School District #4
1801 E. Fir Street
Cottonwood, Arizona 86326
Attn: Mike Westcott, Superintendent

If to Sedona: Sedona-Oak Creek JUSD #9
995 Upper Red Rock Loop Road
Sedona, Arizona 86336
Attn: Denny Dearden, Superintendent

With copy to: Gust Rosenfeld, P.L.C.
One East Washington Street
Suite 1600
Phoenix, Arizona 85004-2553
Attn: Carrie L. O'Brien, Esq.

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party, (B) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

23. **Severability.** The provisions of this Agreement are severable to the extent that any provision or application held to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

24. **Worker's Compensation.** An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation."

25. **Counterparts.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

26. **Captions.** Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

27. **E-Verify, Records, and Audits.** 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 regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. §23-214(A). A Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Party may terminate this Agreement. The Parties retain the legal right to inspect the papers of the other Party in complying with the above-mentioned warranty under this Agreement.

28. **No Boycott of Israel.** By entering into this contract, the Parties certify that they are not currently engaged in and agree for the duration of the Agreement not to engage in a boycott of Israel.

29. **Interpretation.** This Agreement shall be interpreted in accordance with Arizona law. Should any part of this Agreement be held invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the Parties.

Sedona-Oak Creek JUSD #9

Mingus Union HS District #4

By: _____

By: _____

Date: _____

Date: _____

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who have determined that it is in proper form within the powers and authority granted to the respective parties.

HUFFORD & HORSTMANN

GUST ROSENFELD

Attorney for Sedona-Oak Creek JUSD #9

Attorney for MUHS District #4

Date: _____

Date: _____