

**NOTICE OF SPECIAL MEETING OF THE GOVERNING BOARD
OF THE FLAGSTAFF UNIFIED SCHOOL DISTRICT NUMBER ONE**

July 18, 2017 – 4:30 pm

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Governing Board and to the general public that members of the Flagstaff Unified School District's Governing Board and Administration will hold a Special Meeting on Tuesday July 18, 2017 at 4:30 pm at the District Administrative Center, 3285 E. Sparrow Avenue, Flagstaff, Arizona. The Governing Board may consider any item on this agenda in any order and at any time during the meeting. Pursuant to A.R.S. § 38-431.4, members of the Governing Board may participate via speakerphone or other technological devices.

Call to Order

Moment of Silence

Pledge of Allegiance

Roll Call

Board Members

Ms. Christine Fredericks, President
Ms. Kara Kelty, Clerk
Dr. Carol Haden, Member
Dr. Carole Gilmore, Member
Ms. Kathryn Kozak, Member

Administration

Mr. Michael A. Penca, Superintendent
Ms. Mary K. Walton, Assistant Superintendent
Mr. Robert Kuhn, Assistant Superintendent
Mr. Scott Walmer, Director of Finance
Ms. Dawn Anderson, Director of Human Resources
Ms. Karin Eberhard, District Relations Coordinator
Ms. Kim Branges, Executive Assistant

Reorder Agenda – At the Governing Board's discretion, the agenda may be reordered to accommodate guests who are present to address specific agenda items.

Agenda – Adoption of the agenda, as submitted, is recommended.

— — —

Members of the Board may not discuss items that are not specifically identified on the agenda. Additional information about agenda items can be found on the district website at www.fusd1.org or by contacting the Superintendent's office at 928-527-6002.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Superintendent's office at 928-527-6002. Requests should be made as early as possible to arrange the accommodation.

Call to the Public – Any person wishing to address the Board on any issue within the jurisdiction of the Board will be granted time to make a presentation at the discretion of the presiding chairperson. Pursuant to A.R.S. § 38-431.01(H), at the conclusion of an open call to the public, Board Members may respond to any criticism, may ask staff to review a matter, or may ask that a matter be put on a future agenda. Members of the Board will not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. Individual remarks may be limited to three minutes.

Student Travel

Presentations

Discussion/Action Items

Discussion and possible action regarding a Regional Cooperative Agreement with Arizona School for the Deaf and Blind for educational services for students with hearing or visual disabilities. (M. Penca)

Information Items

The Governing Board may identify items they would like placed on a future agenda.

Executive Session

1. Pursuant to A.R.S. § 38-431.03(A)(3), the Board may vote to hold an executive session, which will not be open to the public, for the purpose of obtaining legal advice from the Board's attorney on any matter listed on the agenda. This may be conducted by speakerphone.

*Instructions Regarding Confidentiality:

Pursuant to A.R.S. § 38-431.03(C) all are reminded that minutes of or discussions made at executive sessions are confidential by law and that violations of that confidentiality may subject the individuals involved to such penalties as are prescribed by law, including fines, costs, attorneys' fees and removal from office.

Adjournment

	<p style="text-align: center;">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools in the Regional Cooperative</p>	<p style="text-align: center;">RE: Regional Cooperative Agreement</p>	
		<p style="text-align: center;">Page 1 of 12</p>	<p style="text-align: center;">Date:</p>

I. INTRODUCTION AND AUTHORITY

This Agreement is made and entered into between the following participants:

1. The Arizona Schools for the Deaf and the Blind (“ASDB”), which is authorized to enter into this agreement pursuant to A.R.S. §§ 15-1303(C) (2) and 11-951 *et. seq.*
2. Flagstaff Unified School District #1, a public school district in the _____ Region (“Participating School”), that is authorized to enter into this agreement pursuant to A.R.S. §§ 15-764(A), -765(D), or -183(H).

II. BACKGROUND AND PURPOSE

ASDB provides education for students with hearing or visual disabilities to help these students become self-sustaining individuals. A.R.S. § 15-1302(B). As part of its mission, ASDB offers optional resources to schools that participate in regional co-operatives to meet the individualized needs of students with hearing or visual disabilities that are enrolled in the participating public schools. A.R.S. § 15-1302 (A), (E).

The purpose of this Agreement is to establish how school districts and charter schools throughout the State obtain ASDB’s specialized services for deaf and blind students by participating in a cooperative program that shares resources among participating public schools in the region.

This Agreement sets forth the types of services that ASDB can provide to the Participating School through its Regional Cooperatives and clarifies the allocation of responsibilities between the Participating School, an eligible student’s public education agency (“PEA”) (which maintains primary responsibility for an eligible student’s education), and the Regional Cooperative (which provides services directly related to hearing loss or vision loss of the eligible student). This Agreement does not reallocate any responsibility for providing a Free Appropriate Public Education (“FAPE”) under federal or state law from the participating PEA to ASDB.

III. DEFINITIONS

“Assistive technology device,” as that term is defined by 20 U.S.C. § 1401(1)(A), means any item, piece of equipment, or product system that is used to increase, maintain, or improve functional capabilities of a child with a disability.

“Assistive technology service,” as that term is defined by 20 U.S.C. § 1401(2) means any service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device.

“Deaf-blindness,” as defined by 34 C.F.R. § 300.8(c)(2) means “concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness.”

	<p style="text-align: center;">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools in the Regional Cooperative</p>	<p style="text-align: center;">RE: Regional Cooperative Agreement</p>	
		Page 2 of 12	Date:

“Deafness,” as defined by 34 C.F.R. § 300.8(c)(3) means “a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification that adversely affects a child's educational performance.”

“Free appropriate public education” or “FAPE” as that term is defined by 20 U.S.C. § 1401(9), means “special education and related services that have been provided at public expense, under public supervision and direction, and without charge that meet the standards of the State educational agency include an appropriate preschool, elementary school, or secondary school education in the State involved and are provided in conformity with the Individualized Education Program.”

“Hearing impairment,” as defined by 34 C.F.R. § 300.8(c) (5) means “an impairment in hearing, whether permanent or fluctuating, that adversely affects a child's educational performance but that is not included under the definition of deafness.”

“IEP” means “individualized education program,” as that term is defined by 20 U.S.C. § 1401 (14) and 34 C.F.R. 300.320-328 and A.R.S. § 15-761(11).

“IEP Team” means “individualized education program team” as that term is defined by 34 C.F.R. 300.321, A.R.S. § 15-761(12) and A.A.C. R7-2-401(G).

“Institutional voucher” is the fund that provides monies for the education of a student who requires institutional placement or who has been placed in a residential facility by a state placing agency. A.R.S. §15-1204.

“Least Restrictive Environment” is the least restrictive and least intrusive setting in which the child’s educational needs can be safely and adequately met, including the treatment of the child’s qualifying diagnosis or behavioral health disorder. 34 C.F.R. 300.114-120.

“Multiple disabilities,” as defined by 34 C.F.R. § 300.8(c) (7), means “concomitant impairments (such as mental retardation-blindness or mental retardation-orthopedic impairment), the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments.”

“Party” or “Parties” means ASDB or the undersigned PEA, the parties to this Agreement.

“Public Education Agency” or “PEA” means a school district, charter school, accommodation school, state supported institution, or other political subdivision of the state that is responsible for providing education to children with disabilities.” A.A.C. R7-2-401(B) (23).

“Qualified Student,” as that term is used in this Agreement, means a student with deafness, hearing impairment, deaf-blindness, or visual impairment (as defined in this section) who is enrolled in a school that participates in a Regional Cooperative.

“Regional Co-operative” or “Cooperative” means a “regional program in appropriate locations in this State,” A.R.S. § 15-1302(A), that offers optional services to enable participating public schools to identify and to serve students enrolled in those schools with a hearing impairment, deafness, and/or a visual impairment more efficiently and cost-effectively than they could do separately.

<p style="text-align: center;">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools in the Regional Cooperative</p>	RE: Regional Cooperative Agreement	
	Page 3 of 12	Date:

“Related services,” as that term is defined by 20 U.S.C. § 1401(26), means supportive services designed to enable a student with a disability to receive a FAPE as described in the student’s IEP.

“Student” means a “[person] with disabilities” pursuant to 34 C.F.R. 300.7, who is between the ages of three and twenty-two who has not received a regular high school diploma.

“Supplementary Aids and Services,” as that term is defined by 20 U.S.C. § 1401(33), means aids, services, and other supports that are provided in regular education classes or other education-related settings to enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate.

“Visual impairment,” as that term is defined by 34 C.F.R. § 300.8(c) (13), includes blindness and means “an impairment in vision that, even with correction, adversely affects a child’s educational performance. The term includes both partial sight and blindness.”

IV. RESPONSIBILITIES

- A. The Participating School is responsible for providing a FAPE to every student enrolled in its school(s).
 1. As the student’s PEA, the Participating School must establish an IEP for its Qualified Student that meets the standards set forth in applicable federal and State laws, including but not limited to: adherence to procedural safeguards, child find, evaluation, consideration of the appropriate continuum of services and supports for students, establishment of measurable IEP goals, and identification of instructional or support services by appropriate personnel pursuant to A.A.C. R7-2-401(G).
 - a. The Participating School is responsible for identifying the need for services related to hearing or visual impairment.
 - b. If a student’s suspected or confirmed hearing or visual disability begins to interfere with educational progress, the Participating School should contact ASDB as soon as possible.
 - i. When the Participating School requests services from ASDB, ASDB (through the Regional Cooperative) will make its staff available or require its staff to participate in team meetings relating to identification, evaluation, or placement of a Qualified Student attending the Participating School when ASDB’s participation is deemed appropriate or necessary by mutual agreement of the Parties.
 - ii. The Participating School shall notify the Regional Cooperative’s staff in writing of such meetings sufficiently in advance of such meetings.
 - iii. The time for providing notice must be reasonable under the circumstances to allow Regional Cooperative staff to complete mandatory evaluations pursuant to A.R.S. § 15-761(8),(39), and A.A.C. R7-2-401(E), and to attend meetings regarding eligibility or placement decisions.

	<p style="text-align: center;">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools in the Regional Cooperative</p>	RE: Regional Cooperative Agreement	
		Page 4 of 12	Date:

- iv. The Participating School must provide notice to ASDB as early as possible, but no later than the date that it notifies the parent of the student or the adult student of the meeting.
 - c. The Participating School is responsible for ensuring that the student receives a FAPE in conformity with his or her IEP pursuant to 34 C.F.R. § 300.17(d), including special education and related services for students with multiple disabilities that are in addition to the student's hearing loss or vision loss.
2. The Participating School shall assist ASDB in providing the qualified services by:
- a. To the extent legally permissible, providing transportation necessary to enable its Qualified Students to access the programming or other services that are provided by ASDB through the Regional Cooperative pursuant to this Agreement. Such services may be provided at the Participating School or at other participating schools within the area covered by the Regional Cooperative.
 - b. Providing space and non-specialized materials and equipment for services provided by the Regional Cooperative at the Participating School site.
 - c. Cooperating with the Regional Cooperative to facilitate the delivery of services provided by the Regional Cooperative.
 - d. Providing all other special education and related services not related to hearing loss or vision loss.
- B. ASDB shall offer services related to visual and hearing disabilities to Qualified Students enrolled at the Participating School in its Regional Cooperative.
1. ASDB will provide oversight and management over the Regional Cooperative's operations.
- a. ASDB will employ a Regional Director to oversee the planning, development, operation, and daily function of the Regional Cooperative.
 - b. The Regional Director will receive support and guidance from the "Regional Advisory Council" or "Executive Council" ("Council").
 - i. The Council is a group of individuals, representing participating public schools and ASDB, that develops guidelines for the administration of the Regional Cooperative and that provides support and program guidance for the Regional Director of the Regional Cooperative.
 - ii. All financial decisions, including but not limited to: setting membership rates, establishing fee schedules, reimbursing tuition vouchers, and approving expenditures of the Regional Cooperative's revenues remain the sole responsibility of ASDB.

	<p style="text-align: center;">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools in the Regional Cooperative</p>	<p>RE: Regional Cooperative Agreement</p>	
		<p>Page 5 of 12</p>	<p>Date:</p>

2. ASDB, through its Regional Cooperative, shall provide resources to the Participating School.
 - a. Resources directly related to or resulting from an Qualified Student's hearing loss or vision loss pursuant to A.R.S. § 15-1302(D) include:
 - i. Assessments.
 - ii. Program planning and staff development.
 - iii. Information services for parents, families and the public.
 - iv. Research and development to promote improved educational programs and services.
 - b. With reasonable advance notice from the Participating School, ASDB, through its Regional Cooperative will:
 - i. Make its staff available or require its staff to participate in team meetings relating to child find, evaluation, or placement of a student attending a participating public school when ASDB's participation is appropriate or necessary by mutual agreement of the Parties.
 - ii. Assist the Participating School to complete mandatory evaluations for eligibility or placement decisions.
 - c. If a Qualified Student newly enrolls or transfers into a Participating School, the Participating School may make a temporary 30-day placement for the Qualified Student.
 - i. A Participating School that makes a temporary 30-day initial placement shall notify ASDB within 5 days of the placement.
 - ii. Upon receiving the required notice, ASDB, through its Regional Cooperative, will make its staff available or require its staff to participate in the 30-day review.
3. ASDB, through its Regional Cooperative, will provide resources for Qualified Students when the resources are necessary as determined by the IEP team and by mutual agreement of the Parties to address the hearing or visual disability.
 - a. The available resources for qualified students may include:
 - i. Special curriculum.
 - ii. Equipment and materials.
 - iii. Supplemental related services.
 - iv. Special short-term programs.
 - b. Exclusions:

	<p style="text-align: center;">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools in the Regional Cooperative</p>	<p style="text-align: center;">RE: Regional Cooperative Agreement</p>	
		<p style="text-align: center;">Page 6 of 12</p>	<p style="text-align: center;">Date:</p>

- i. ASDB will not provide instruction and services to Qualified Students that do not directly relate to hearing or visual disabilities. Examples of services that ASDB will not provide include, but are not limited to: medical care, nursing services, behavioral health aides, foreign language interpreters, mobility devices for physical disabilities, occupational or physical therapy, speech/language therapy, and/or transportation.
- ii. ASDB will not duplicate existing services available at the Participating School pursuant to A.R.S. § 15-1302(E).
- c. ASDB, through its Regional Cooperative, shall make reasonable efforts to meet the needs of any Qualified Student but this Agreement shall not obligate ASDB or its staff to: assume any duty that is not required by law, perform an impossible or impracticable action, or expend public resources in excess of its available funds. A.R.S. § 1-254.
- 4. **Addendum A** sets forth examples of services that may be available for the Participating School or its Qualified Students from ASDB, through its Regional Cooperative. This list is not comprehensive, exclusive, or binding. It is subject to modifications and provides examples, not assurances. This list shall not be construed by any party or persons to create any benefit for any party, organization, or person that is enforceable by law.

C. This Agreement does not relieve any party of its legal duties under applicable Federal or State law.

V. FINANCING

A. Background.

- 1. **Administrative costs.** The State of Arizona provides ASDB with a legislative appropriation that funds the basic administrative cost of operating the Regional Cooperative on behalf of the Participating School.
- 2. **Instructional and service costs.** The local schools that join the Regional Cooperative combine their resources to share the costs associated with the specialized instruction, services, and equipment that pertain to the hearing or visual disabilities of qualified students enrolled in the local schools.

B. Membership fees.

- 1. Each participating school pays a membership fee for its membership in the Cooperative.
- 2. ASDB has established the membership fees with the intent that these fees will cover the cost of Supplementary Aids and Services that pertain to hearing or visual disabilities for Qualified Students enrolled in the Participating School.
- 3. The membership fee schedule for schools in each Region is attached as **Addendum B** to this Agreement and is incorporated by reference. The membership fee schedule is subject to modification on an annual basis.

	<p style="text-align: center;">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools in the Regional Cooperative</p>	RE: Regional Cooperative Agreement		
		Page 7 of 12	Date:	

- C. **Instructional Costs.** Schools that participate in the Regional Cooperatives share the instructional costs related to hearing or visual disabilities for a Qualified Student enrolled at a Participating School either through institutional voucher funds or through a fee for services agreement.
1. **Institutional vouchers.** A Regional Cooperative may apply for and use an institutional voucher, *see* A.R.S. §§ 15-1201 through -1205, towards the instructional costs of its Qualified Student(s).
 - a. The use of the institutional voucher is one form of payment to ASDB, through its Regional Cooperative, for services that address the hearing and visual disabilities of qualified students. *See* A.A.C. R7-2-404(A).
 - b. The use of an institutional voucher to pay for services from ASDB, through its Regional Cooperative, does not divest responsibility from the Participating School for providing a FAPE.
 - i. A Participating School that allows an institutional voucher to pay for cooperative services cannot designate ASDB, its Regional Cooperatives, or its employees, as the PEA that is responsible for providing an education to Qualified Students.
 - ii. A Qualified Student, whose Participating School allows the institutional voucher to pay ASDB for services provided through its Regional Cooperatives, is not “enrolled” or “attending” ASDB, as contemplated by A.A.C. R7-2-404(A).
 - c. In appropriate situations, the Participating School may be eligible for reimbursement of unexpended vouchers payments. *See* **Addendum C** for an example of anticipated reimbursements to participating schools.
 - d. **Additional Fees or Costs.** In certain situations, ASDB may need to assess fees and/or costs incurred by ASDB to the Participating School when the costs for services that are directly related to a Qualified Student’s hearing impairment, deafness and/or a visual impairment exceed institutional voucher funds.
 - i. Additional costs will be negotiated on a case by case basis, approved by the ASDB Superintendent, the Regional Director of the Regional Cooperative, and the appropriate designee of the Participating School.
 - ii. ASDB, through the Regional Cooperatives, may not incur any obligation or make any expenditure that is not authorized by appropriation or allotment to provide specific services for a Qualified Student pursuant to A.R.S. § 1-254.
 2. **Fee for services.** A Participating School may elect to reimburse ASDB for its costs in providing services through the Regional Cooperative under a Fee For Service agreement for those students with additional disabilities identified by the MET/IEP. *See* **Addendum D**.

<p style="text-align: center;"> AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools in the Regional Cooperative </p>	<p style="text-align: center;">RE: Regional Cooperative Agreement</p>	
	<p style="text-align: center;">Page 8 of 12</p>	<p style="text-align: center;">Date:</p>

- a. A fee for service schedule will vary depending on location, nature, duration, and extent of services provided by ASDB through its Regional Cooperative.
- b. The fees for services may change at unexpected intervals. ASDB shall provide a Participating School with reasonable and timely notice of any changes to a fee schedule prior to billing at an adjusted rate.
3. ASDB, through its Regional Cooperatives and Regional Directors, shall maintain the budgets for each Regional Cooperative.

VI. DURATION, TERMINATION, AND DISPOSITION OF PROPERTY

- A. **Duration.** This Agreement shall become effective after approval by each Party's respective Governing Board on the later of the date of execution by ASDB and the Participating School.
 1. The duration of the Agreement shall be for 5 years after the date of execution.
 2. It may be extended for an additional 5 years upon approval of the parties' respective Governing Boards.
- B. **Termination.**
 1. The parties may terminate this Agreement prior to the end of its terms as follows:
 - a. **Mutual Agreement.** The parties may terminate the Agreement by mutual agreement by providing written notice of termination specifying the date of termination prior to termination of the Agreement. ASDB shall continue to provide services, through its Regional Cooperative, and the Participating School shall continue to pay for the services throughout the notification period.
 - b. **Unilateral.** Either party may terminate the Agreement by providing written notice of termination 90 days prior to termination. ASDB shall continue to provide services, through its Regional Cooperative, and the Participating School shall continue to pay for the services throughout the notification period.
 2. **Termination by law.** Notwithstanding any other provision regarding duration or termination of this Agreement, this Agreement is subject to termination by the following operations of law.
 - a. **Non-Availability of Funds.** This Agreement shall be subject to available funding and nothing in this Agreement shall bind any Party to expenditures in excess of funds appropriated and authorized for purposes outlined in this Agreement.
 - i. If funds are reduced or otherwise unavailable, either Party may take any of the following actions: (1) cancel the Agreement by providing advanced written notice to the other Party or (2) revise the requirements imposed by this Agreement to reduce the level of services or compensation through a written amendment mutually executed by the Parties.

<p style="text-align: center;"> AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools in the Regional Cooperative </p>	<p style="text-align: center;">RE: Regional Cooperative Agreement</p>	
	<p style="text-align: center;">Page 9 of 12</p>	<p style="text-align: center;">Date:</p>

- ii. If funds are not allocated and available for the continuance of this Agreement, the non-appropriated party may terminate this Agreement by providing advanced written notice to the other Party as outlined above in Section VI(B)(2)(a)(i) and such termination shall be effective at the end of the period for which funds are available.
- iii. The Superintendent of ASDB and the Governing Board of the Participating School shall have sole discretion to determine the availability of funds for its respective entity.
- iv. Each party shall notify the other party as soon as possible when services or payment may or will be affected by a fund shortage.
- v. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

3. **Conflict of Interest Cancellation.** This Agreement is subject to cancellation under A.R.S. § 38-511, as it pertains to the cancellation of State contracts.

C. **Disposition of Property upon Termination of Agreement.** Property acquired by the Parties in order to perform its respective responsibilities and obligations under the terms of this Agreement shall be disposed of upon termination of the Agreement as follows:

- 1. All property purchased by ASDB shall remain the sole property of ASDB;
- 2. All property purchased by a Participating School shall remain the sole property of the Participating School.

VII. GENERAL TERMS AND CONDITIONS

- A. **There are no third party beneficiaries.** This Agreement shall not be construed to provide any additional rights, causes of action, or participation in the placement process to any students, parents, or interested persons beyond those enumerated in federal or state law.
- B. **Modification:** Modifications within the scope of this Agreement shall be made by mutual consent of the parties, and by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. Notwithstanding this provision, ASDB may modify fee schedules or membership rates in the manner specified, above.
 - 1. Either Party shall give written notice to the other Party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - a. Change of telephone number.
 - b. Change in authorized signatory.

	<p style="text-align: center;">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools in the Regional Cooperative</p>	RE: Regional Cooperative Agreement	
		Page 10 of 12	Date:

c. Change in the name and/or address of the person to whom notices are to be sent.

- C. **Civil Rights Assurance and Nondiscrimination.** The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order No. 2009-09, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- D. **Records and Audits.** Pursuant to A.R.S. §§ 35-214, 35-215, and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State during the term of this Agreement and for five years after the termination of this Agreement.
- E. **Indemnification.** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's 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 which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.
- F. **Participation in Similar Activities.** This Agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. **Limitations.** Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of its appropriations.
- H. **Confidentiality.** Both Parties agree to comply with all applicable state and federal privacy laws including the federal Family Educational Rights and Privacy Act of 1974 and the Health Insurance Portability and Accountability Act of 1996.
- I. **Anti-Trust Violations.** The parties shall assign any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the parties toward fulfillment of this Agreement to the State of Arizona.
- J. **Privatization.** To the extent that this Agreement may require or lead to the privatization of any governmental function, the parties agree to comply with the requirements of A.R.S. § 41-2772.
- K. **Choice of Law.** This Agreement shall be construed in accordance the laws of the State of Arizona.
- L. **Arbitration:** To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this agreement by arbitration, except as may be required by other applicable statutes.
- M. **Entire Agreement:** This Agreement contains the entire agreement of the Parties and supersedes all oral representations, negotiations, and prior writings between the parties with respect to the subject matter hereof.

<p style="text-align: center;">AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools in the Regional Cooperative</p>	RE: Regional Cooperative Agreement	
	Page 11 of 12	Date:

VIII. **NOTICES, REPORTS, CORRESPONDENCE** shall be sent to the following addresses:

ASDB Regional Cooperative	Participating School
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <div style="width: 45%;">Signature</div> <div style="width: 45%;">Date</div> </div> <div style="text-align: center; margin-bottom: 10px;">Print/Type Name and Title</div> <div style="text-align: center; margin-bottom: 10px;">_____ Address</div> <div style="text-align: center;">_____ City/State/Zip</div>	<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <div style="width: 45%;">Signature</div> <div style="width: 45%;">Date</div> </div> <div style="text-align: center; margin-bottom: 10px;">Print/Type Name and Title</div> <div style="text-align: center; margin-bottom: 10px;">_____ Address</div> <div style="text-align: center;">_____ City/State/Zip</div>

IX. SIGNATURE AUTHORITY


- A. This Agreement is entered into and is effective as of the date of the last signature.
- B. By signing below, the signer certifies that he or she has the authority to enter into this agreement and has read the foregoing and agrees to accept the provisions herein.
- C. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

ASDB Administrator	Participating School
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <div style="width: 45%;">Signature</div> <div style="width: 45%;">Date</div> </div> <div style="margin-bottom: 10px;">Dr. Kristen Rex Assistant Superintendent</div> <div style="text-align: center; margin-bottom: 10px;">_____ Typed Name and Title</div> <div style="text-align: center; margin-bottom: 10px;">PO Box 88510 _____ Address</div> <div style="text-align: center;">Tucson AZ 85754 _____ City/State/Zip</div>	<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> <div style="width: 45%;">Signature</div> <div style="width: 45%;">Date</div> </div> <div style="text-align: center; margin-bottom: 10px;">_____ Typed Name and Title</div> <div style="text-align: center; margin-bottom: 10px;">_____ Address</div> <div style="text-align: center;">_____ City/State/Zip</div>

<p style="text-align: center;"> AGREEMENT Between The Arizona State Schools for the Deaf and the Blind and Participating Public Schools in the Regional Cooperative </p>	RE: Regional Cooperative Agreement	
Page 12 of 12	Date:	

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 Participating School Governing Board.

By: 
Legal Counsel for Participating School

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 ASDB Governing Board.

By: _____
Legal Counsel for ASDB