

**ADDENDUM
to the
INTERGOVERNMENTAL AGREEMENT
by and between
JTED and SATELLITE DISTRICT (Tucson Unified School District)
dated JULY 1, 2013**

The parties to the above referenced Intergovernmental Agreement (“Agreement”), the Pima County Joint Technical Education District No. 11 (“JTED”) and Tucson Unified School District No. 1 (“Satellite District”) hereby agree to the additional provisions set forth below:

1. Pursuant to the Agreement and Arizona law, when students are enrolled at Satellite District on a full time basis but also take classes at a JTED central location, the Satellite District is able to count the student as 1.0 average daily membership (“ADM”) and the JTED is able to count the student as .75 ADM.

2. JTED wishes to offer, and Satellite District wishes its students to be able to take, CTE courses at a central location during the normal Satellite District school day. Such classes may begin before the normal Satellite District school day has ended.

3. When Satellite District students enroll in these classes, the parties agree that, pursuant to A.R.S. § 15-393(o), the Satellite District may count the student as 1.0 ADM and JTED will count the student as that fraction of ADM that will not result in a double-counting of the student in violation of Arizona law. JTED will only count the student, for purposes of JTED attendance records, as the difference between .75 ADM and the fractional ADM attributed to Satellite District in order to allow Satellite District to count the student as 1.0 ADM.

4. The parties agree that when a student is in class at a JTED central location, JTED shall be primarily responsible (as between JTED and the Satellite District) for that student’s safety without regard to the division of ADM set forth above.

5. JTED agrees that its programs located on TUSD campuses will not sell food to students during lunch meal periods. JTED food sales directed toward TUSD students will comply with TUSD Wellness Policy and Nutrition Standards.

6. Nothing in this Addendum is intended to modify the terms of the Agreement except as specifically set forth herein.

Signatures on following page

IN WITNESS HEREOF, the parties sign this Agreement:

Dated this _____ day of June, 2013, upon resolution of the JTED Governing Board approving this Agreement and authorizing its Superintendent to sign below:

Pima County Joint Technical Education District No. 11

By: _____

Alan Storm, Ph.D,

Title: Superintendent/CEO

Attorney approval:

This Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the JTED Governing Board.

By: _____

Legal Counsel for JTED

Dated this _____ day of _____, 2013, upon resolution of the District Governing Board of Tucson Unified School District No. 1, approving this Agreement and authorizing its Superintendent to sign below:

TUCSON UNIFIED SCHOOL DISTRICT NO. 1

By: _____

Title: Superintendent

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 Tucson Unified School District No. 1 Governing Board.

By: _____

Legal Counsel for the Tucson Unified School District

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