

INTERGOVERNMENTAL AGREEMENT

by and between

PARADISE VALLEY UNIFIED SCHOOL DISTRICT #69

A political subdivision of the State of Arizona
(hereinafter "PVUSD")

and

Mammoth-San Manuel USD

A political subdivision of the State of Arizona
(hereinafter "Participating District")

I. PARTIES

This Intergovernmental Agreement (the "Agreement") is entered into this 4 day of September 2014 between the Paradise Valley Unified School District #69, a political subdivision of the State of Arizona ("PVUSD") and Mammoth-San Manuel USD ("Participating District").

II. STATUTORY AUTHORITY

The parties to this Agreement are empowered to carry on activities included in this Agreement pursuant for the joint exercise of powers pursuant to: A.R.S. § 11-951, *et seq.*, A.R.S. § 11-952, *et seq.*, A.R.S. § 11-954, *et seq.*, A.R.S. § 15-341, A.R.S. § 15-342.

III. RECITALS

- A. **WHEREAS, Participating District** wishes to participate in PVUSD's Distance Learning Programs under the terms set forth in this Agreement.
- B. **WHEREAS, PVUSD** agrees to facilitate **Participating District's** participation in all Distance Learning Programs under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, PVUSD and **Participating District** agree as follows:

IV. COVENANTS

- A. PVUSD agrees to:

1. Establish dates for conducting Distance Learning Programs during the fall and spring semester of the school year.
2. Facilitate **Participating District's** participation in Distance Learning Programs for the school year by providing **Participating District:**
 - a. Lesson Plans for each Distance Learning Program at least 60 days prior to the start date.
 - b. Marketing materials for each Distance Learning Program at least 60 days prior to the start date.
 - c. Access to live-feed and/or pre-recorded broadcasts.
 - d. Access to each Distance Learning Program's website.
3. Supply teacher support material in the event of a failed live broadcast.

B. Participating District agrees to:

1. Participate in any of the Distance Learning Programs during each school year on dates established by PVUSD.
2. Provide PVUSD a final list of **Participating District's** students participating in each Distance Learning Program for the school year no later than two (2) weeks after the start date.
3. Pay to PVUSD the appropriate amount (see attached Schedule A) for each **Participating District's** student participating in each Distance Learning Program for the school year no later than thirty (30) days after the final day of classroom instruction for the program. PVUSD shall have the right to update the Schedule A each school year.
4. Require participating teachers, community education staff or district representative to attend teacher in-service training for each Distance Learning Program at dates, times, and locations established by PVUSD.
5. Provide all equipment for **Participating District's** students to view live-feed broadcasts for each Distance Learning Program.
6. Provide all supplies for **Participating District's** students to participate in each Distance Learning Program.

C. The parties mutually agree that:

1. **Term of Agreement.** This Agreement shall become effective as of the date it is signed by both parties and shall expire on **June 30, 2016**.
2. **No Employment Relationship. Participating District** employees shall not be considered PVUSD employees and PVUSD employees shall not be considered **Participating District** employees by virtue of this Agreement, and neither PVUSD nor **Participating District** personnel will be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other party to its employees. PVUSD shall not be responsible for hiring employees for **Participating District** to conduct instruction for each Distance Learning Program.
2. **Amendment.** This Agreement may be modified at any time by mutual written consent of both parties.
3. **Indemnity.** PVUSD and **Participating District** shall, to the extent permitted by law, defend and hold harmless and indemnify each other, and all officers and employees from any and all costs and claims for damages to real or personal property or personal injury resulting and arising from the acts or activities associated with this Agreement.
4. **Notices.** All notices under this Agreement given by either party to the other shall be made in writing and shall be sent by U.S. Postal Service, first class mail as follows:

PVUSD: Mr. Michael Linn
Assistant Director of Community Education
Paradise Valley Unified School District #69
15002 North 32nd Street
Phoenix, Arizona 85032
Phone: (602) 449-2208
E-mail: mlinn@pvschools.net

Participating District: Name
Title
Street Address
City, State ZIP
Phone:
E-mail:

5. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

6. **Severability.** The parties agree that should any part of this Agreement be held to be invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
8. **Termination Generally.** Either party may at any time terminate this Agreement by giving the other party not less than thirty (30) days prior written notice. In the event this Agreement is canceled by **Participating District, Participating District** shall remain responsible for payment to PVUSD for its participation in each Distance Learning Program through the date of termination. In the event PVUSD terminates this Agreement, PVUSD agrees to return any unused funds to the **Participating District** from any advances. There are no non-cancelable commitments associated with this Agreement.
9. **Termination for Non-Availability of Funds.** Performance by either party under this Agreement is conditioned upon the appropriation and availability of funds allocated for such purposes. If funds are not appropriated or allocated for the purposes of this Agreement, then this Agreement shall terminate automatically as of the date of expiration of funding, with each party owing no duty or obligation to the other party except for payment for services rendered or expenses incurred prior to the expiration of funding.
10. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest pursuant to A.R.S. § 38-511.
11. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
12. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, nondiscrimination and affirmative action.
13. **Worker's Compensation.** Notwithstanding paragraph 2, 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."

14. **FERPA Compliance.** Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.
15. **Disposition of Property upon Termination of the Agreement.** The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.
16. **Sudan/Iran.** Pursuant to A.R.S. §§ 35-391, *et seq.* 35-393.06, *et seq.*, the parties hereby warrant, and represent to each other that the parties and the parties' subcontractors do not have, and will not have a scrutinized business operation in either Sudan or Iran during the term of this Agreement.
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). The 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 to ensure that the party is complying with the above-mentioned warranty under this Agreement.
18. **Fingerprinting Requirements.** The parties shall comply with the fingerprinting requirements of A.R.S. § 15-512 unless otherwise exempted.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

PARADISE VALLEY UNIFIED SCHOOL DISTRICT #69

By: _____

Date: _____

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

This _____ day of _____, 20____

By: _____
Legal Counsel for PVUSD

Participating District

By: _____

Date: _____

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

This 1st day of October, 2013

By: *Louella Dole*
Legal Counsel for Participating District

Schedule A

Price per participant:

4 week program: \$14 (fourteen dollars) per participating student

6 week program: \$20 (twenty dollars) per participating student

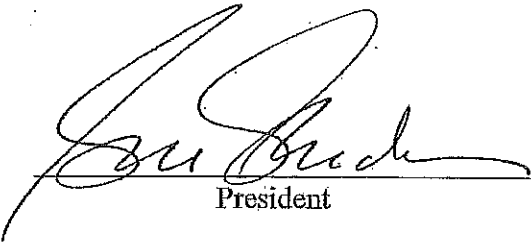
8 week program: \$26 (twenty six dollars) per participating student

**PARADISE VALLEY UNIFIED SCHOOL DISTRICT NO. 69
RESOLUTION NO. 345**

RESOLVED that the Governing Board of the Paradise Valley Unified School District No. 69 hereby affirms its participation in Distance Learning Programs and agrees to facilitate the participation of school districts/charter schools ("Participating District") in distance learning programs offered by the Community Education Department of the Paradise Valley Unified School District under the terms and conditions set forth in the Intergovernmental Agreement form; and,

RESOLVED that the Governing Board of the Paradise Valley Unified School District No. 69 hereby authorizes the Superintendent of the Paradise Valley Unified School District to enter into subsequent Agreements with participating school districts/charter schools through June 30, 2016.

DATED this 2nd day of February, 2012.



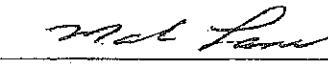
President



Member



Member



Member



Member