

DIRECT SERVICE AGREEMENT
BETWEEN Vail Unified School District
AND Mammoth San Manuel Unified District
FOR THE SAIS OUTREACH PROGRAM

THIS AGREEMENT is made by and between Vail Unified School District (hereinafter called "AGENCY") and Mammoth San Manuel Unified District (hereinafter called the "DISTRICT").

WITNESSETH:

WHEREAS, the AGENCY, through its Governing Board, and the DISTRICT, through its Governing Board, are empowered and authorized to enter into this Direct Service Agreement pursuant to A.R.S. §15-1108.

WHEREAS, it would further the public interest if this educational and professional development opportunity is provided by AGENCY to provide SAIS (Student Accountability Information System) support and staff development for DISTRICT representative.

WHEREAS, AGENCY and the DISTRICT desire to enter into a cooperative Agreement for staff development;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, AGENCY and the DISTRICT do hereby agree as follows:

ARTICLE I, PURPOSE

The purpose of this Agreement is to provide DISTRICT with staff development and training to ensure accurate student data is being submitted to the State so that the DISTRICT receives the optimal funding that is due as well as the correct assignment of NCLB (No Child Left Behind) label. This Agreement is based upon the mutual desire of the AGENCY and the DISTRICT to provide high quality staff development to DISTRICT representative.

ARTICLE II, OBLIGATIONS OF THE DISTRICT

THE DISTRICT AGREES:

- A. To provide a DISTRICT Representative who is the primary contact and responsible for SAIS reporting.
- B. To provide in a timely manner any and all data necessary to provide analysis and resolution to identify issues.
- C. To participate in staff training as recommended.

ARTICLE III, OBLIGATIONS OF THE AGENCY

THE AGENCY AGREES:

- A. To provide support to participating DISTRICT utilizing SAIS via phone and email.
- B. To provide a variety of training opportunities throughout the year on relevant topics.
- C. To provide access to exclusive on-line commentary and analysis.

ARTICLE IV, STANDARD PROVISIONS

- A. Each party shall retain complete control and jurisdiction over such programs of its own that are outside of this Agreement, and nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture of the parties hereto.
- B. The parties to this Agreement agree that they will not discriminate against any employee or applicant due to race, color, religion, sex, or national origin, and in this regard they will comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act.

- C. The term of this Agreement shall commence when executed by both parties hereto and shall expire on the 30th day of June, 2015, unless otherwise terminated. Any changes to this document during the term of the Agreement shall be in the form of an addendum and be executed by both parties. Either party may at any time cancel this Agreement or renewal thereof, with or without cause, by giving thirty (30) days advance written notice to the other party which shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, this Agreement shall become null and void except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of this Agreement.
- D. The continuation and renewal of this Agreement beyond the term indicated in the document shall require a new Agreement and shall be subject to approval by the DISTRICT Governing Board and subject to the appropriation and receipt of sufficient funds by the AGENCY to administer and support the program. In the event sufficient funds are not available or appropriated at any time, the DISTRICT may cancel the Agreement by delivering written notice to AGENCY according to the termination provisions of Section C, above.
- E. The Agreement shall be subject to and interpreted under the laws of the State of Arizona. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in Pima County, Arizona, in accordance with the Uniform Arbitration Act, A.R.S. § 12-1501 et seq. The arbitrator shall be selected by mutual agreement of the parties; if none, then by striking from a list provided by an organization such as the American Arbitration Association. In the event either party institutes arbitration under this Agreement, the party prevailing in any such arbitration shall be entitled, in addition to all other relief, to reasonable attorneys' fees relating to such arbitration. The non-prevailing party shall be responsible for all costs of the arbitration, including but not limited to, the arbitration fees, court reporter fees, etc. The decision of the arbitrator shall be final and binding upon the parties.
- F. To the extent allowed by law, AGENCY agrees to indemnify and hold harmless the DISTRICT from all injuries to persons or property caused by acts or omissions of AGENCY arising out of AGENCY's activities under this Agreement. The DISTRICT agrees to indemnify and hold harmless AGENCY from all injuries to persons or property caused by acts or omissions of the DISTRICT arising out of the DISTRICT's activities under this Agreement. In the event of concurrent liability, the parties shall have the right of contribution from each other. This indemnification provision shall survive termination of the Agreement and remain in effect.
- G. DISTRICT staff participating in this program shall not be considered as employees of AGENCY, and agents or employees of AGENCY shall not be considered employees of the DISTRICT. Accordingly, employees of one party shall not be entitled to employee benefits normally provided to bona fide employees of the other party. Nothing in this Agreement or its performance except as provided in A.R.S. § 23-1022.D shall be construed to result in any person being the officer, agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.
- H. This Agreement is subject to the provisions of A.R.S. § 38-511, which provides in pertinent part:
- The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
- I. FEES. DISTRICT shall pay AGENCY fees for the services provided hereunder as follows
1. Fee for SY 2014/2015 shall be \$3000.00.

- J. Assignment and Delegation. No right or interest in this Agreement and no delegation of any obligation owed, or of the performance of any obligation, shall be assigned without written agreement between the parties.
- K. Modification. This DSA may be modified in writing by mutual agreement of the parties.
- L. Breach. Failure by either party to perform at the time and in the manner described in this Agreement shall constitute a breach by that party of this Agreement.
- M. Agency certifies that Agency does not have scrutinized business operations in Iran or Sudan. The District may terminate this Agreement based on a false certification.
- N. Agency warrants 1) compliance with all federal immigration laws and regulations that relate to their employees and warrants verification of employment eligibility of each employee through the E-Verify program; 2) that a breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement; and 3) that the District retains the legal right to inspect the papers of any Agency employee who works on this Agreement to ensure compliance by the Agency.
- O. Notices. All written communications shall be addressed and mailed or delivered personally to the respective parties, as follows:

DISTRICT

To:
 John Ryan, Superintendent
 Mammoth San Manuel Unified District
 711 McNab Pkwy
 San Manuel, AZ, 85631-0406
 (520) 385-2337

AGENCY

To:
 Norman Purdy, SAIS Outreach Coordinator
 Vail Unified School District #20
 13801 E. Benson Highway
 PO Box 800
 Vail, AZ 85641
 (520) 879-2025

- P. Savings Clause. 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 with those offending portions omitted.
- Q. This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____, 20__.

AGENCY:

VAIL UNIFIED SCHOOL DISTRICT NO. 20

By: *Norman Purdy*

Its: SAIS Outreach Coordinator

DISTRICT:

MAMMOTH SAN MANUEL UNIFIED DISTRICT

By: _____

Its: _____