

INTERGOVERNMENTAL AGREEMENT

Pinal County Education Service Consortium

2010 – 2011

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into between PINAL COUNTY, a political subdivision of the State of Arizona, by and through the Pinal County Superintendent of Schools and the Pinal County Educational Service Agency, hereinafter referred to as “COUNTY,” and the **Mammoth San Manuel Unified School District**, hereinafter referred to as “DISTRICT.”

RECITALS:

1. WHEREAS, the County School Superintendent, in collaboration with the Arizona Department of Education and other state agencies, is required under A.R.S. § 15-301, et. seq., to provide assistance to school districts on the use of student data, staff development, curriculum alignment and technology to improve student performance, and;
2. WHEREAS, the County Board of Supervisors is responsible for providing the County School Superintendent with those resources reasonably necessary to the performance of the Superintendent’s statutorily mandated duties, and;
3. WHEREAS, the Office of the County School Superintendent is designated as a local education service agency, the Pinal County Educational Service Agency, hereinafter referred to as “AGENCY,” for the purpose of serving as an educational service agency that is eligible to receive and spend local, state and federal monies to provide programs and services to districts within the county, and;

4. WHEREAS, all school districts and schools that participate in this Agreement shall be members of the Pinal County Education Service Consortium, a Rural Regional Consortium, and;
5. WHEREAS, the District desires to participate in the programs and services provided by the Agency and be a member of the Pinal County Education Service Consortium, and;
6. WHEREAS, the District is authorized to carry out all activities included in this Agreement pursuant to A.R.S. §§ 15-341 and 15-342:

THE PARTIES AGREE AS FOLLOWS:

1. TERM

This Agreement will commence on July 1, 2010, and will end on June 30, 2011.

2. LOCAL EDUCATION AGENCY (LEA)

The Office of the Pinal County School Superintendent is designated as the Local Education Agency (LEA) and Fiscal Agent in the context of this Agreement, and will provide an Associate Superintendent and Educational Specialists to direct funding and provide program activities and services.

3. ADDITIONAL PARTIES

Additional school districts or schools may be added as parties to this Agreement on such terms as the Associate Superintendent and LEA deem reasonable.

4. PINAL COUNTY CURRICULUM COMMITTEE (PC3) ADVISORY BOARD

The Agency will utilize the Pinal County Curriculum Committee Advisory Board, consisting of representatives from all entities served by the Agency and partnership

institutions and agencies, to assist in the development and direction of the Agency's programs. The PC3 Advisory Board will meet monthly.

5. SERVICES PROVIDED TO THE DISTRICT

Through the Agency, the County will provide the District with the following services:

- A. Professional staff development opportunities designed to meet the identified needs of the District as demonstrated by its yearly needs assessments;
- B. Regional learning opportunities and resources;
- C. Opportunities for teacher trainers to develop workshops;
- D. Assistance with alignment and implementation of Arizona Academic Standards;
- E. An opportunity for each teacher and school within the District, and the District as a whole, to track attendance and participation in professional development and services;
- F. Development and implementation of training in data collection, disaggregation, and data driven decision-making;
- G. Development and implementation of training regarding the "No Child Left Behind" Act and the Arizona Reads Initiative;
- H. Development of professional development in alignment with the Integrated Performance Measurement System, three-year staff development plan and needs assessments;
- I. Service as a liaison between the District and the Arizona Department of Education, including current information on new initiatives and requirements;
- J. Training in effective leadership practices and research-based models of effective reform.

6. RESPONSIBILITIES OF THE DISTRICT

- A. Pay a membership fee to the Agency of \$2,239.93
- B. Provide a representative to the PC3 Advisory Board for the term of one school year, who shall attend monthly meetings of the PC3 Advisory Board;
- C. Provide release time for the representative to the PC3 Advisory Board for development and planning of programs for the Agency;
- D. Disseminate all Agency programs announcements to school staff;

Provide the Agency, if needed, with documentation of “in-kind” support and evaluation data in connection with any awarded supplementary grants separate from this Agreement.

7. RESPONSIBILITIES OF THE FISCAL AGENT AND LEA

The Pinal County School Superintendent, through the Agency, agrees to act as the Fiscal Agent and LEA, and assumes the following duties and responsibilities:

- A. Establish and maintain appropriate funds with the Pinal County Treasurer;
- B. Employ all personnel, including Educational Service Specialists, needed to provide the services and activities of the Agency;
- C. Perform all payroll functions and activities, including maintenance of records for sick leave, vacation, and other benefit entitlements and reimbursement of approved travel expenses;
- D. Administer all bidding and purchasing of supplies and equipment in conformity with all applicable statutes and regulations, as well as the Pinal County Procurement Code and related policies;

- E. Make available all of its normal and customary administrative services for administering the Agency, including but not limited to printing, duplicating, word processing, and access to resource library, purchasing, and postage;
- F. Make available office space for the Associate Superintendent and Educational Service Specialists.

8. ADDITIONAL FUNDING

The Agency will apply for additional funding from federal and state sources to enhance services and increase programs for district members.

9. TERMINATION

In the event that either Party materially fails to perform or comply with any provision of this Agreement, and fails to remedy the default within 30 days after receipt of written notice of the default, the non-defaulting Party shall have the right, at its sole option and upon written notice to the defaulting Party, to terminate this Agreement. The District may, at any time and without cause, cancel this Agreement by providing a 30 day notice to the Agency of its intent to cancel. In the event of such cancellation, the District's only obligation to the Agency shall be payment for any programs or services rendered prior to cancellation.

Notwithstanding the foregoing, if either Party's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then either Party may provide written notice of this to the other Party and cancel this Agreement without further obligation. Appropriation is a legislative act and is beyond control of the Parties.

10. DISPOSITION OF PROPERTY

Any usable property remaining at the termination of this Agreement, acquired solely for the purposes of this Agreement and by the use of funds derived through this Agreement, which was not otherwise assigned at the time of purchase, will become property of the LEA in accordance with any applicable federal or state laws or regulations, or terms of funding of the purchase.

11. NOTICES

In any case where any notice or other communication is required or permitted to be given hereunder, such notice or communication shall be in writing and (a) sent by certified United States mail, postage prepaid, return receipt requested, or (b) sent by way of a recognized overnight courier service, postage prepaid, return receipt requested, with instructions to deliver on the next business day, and be sent to each party at the following addresses:

Pinal County School Office ESA
P.O. Box 769
Florence, AZ 85132

Mammoth/SM School District
P.O. Box 406
San Manuel, AZ 85631

12. CLAIMS AND DISPUTES

In the event the Parties are unable to reach agreement on any disputed matters, compliance with applicable claims statutes shall be required.

13. ATTORNEY'S FEES AND COSTS

In the event of a breach of contract by either Party to this Agreement, the other Party may pursue all remedies under the laws of the State of Arizona and shall be entitled to actual and reasonable attorney's fees and costs.

14. CHOICE OF LAW

This Agreement shall be governed and interpreted by the laws of the State of Arizona. County and District shall operate under the provisions of A.R.S. Title 15, as amended, and in the event a conflict exists between this Agreement and the laws of the State of Arizona, the laws of the State of Arizona shall control. Any action with respect to a breach or enforcement of the terms of this Agreement shall be brought in the courts of the State of Arizona in Pinal County.

15. CONFLICT OF INTEREST

This Agreement is subject to cancellation pursuant to A.R.S. § 38-511, the provisions of which are incorporated here by reference.

16. NONDISCRIMINATION

The Parties shall comply with Executive Order 99-4 and all other applicable State and Federal employment laws, rules, and regulations, mandating that all persons shall have equal access to employment opportunities, and that no person shall be discriminated against due to race, creed, color, religion, sex, national origin or disability.

17. SUDAN/IRAN

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, et seq., the Parties hereby warrant and represent to each other that they do not have, and their subcontractors do not have, and during the term hereof will not have, a scrutinized business operation in either Sudan or Iran.

18. E-VERIFY/IMMIGRATION

The Parties hereby warrant and represent to each other that they are in compliance with A.R.S. §§ 41-4401 and 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations.

19. FINGERPRINTING

The parties shall comply with the fingerprinting requirements of A.R.S. § 15-512 and 15-534, as applicable, unless otherwise exempted.

20. SEVERABILITY

If any one or more provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision contained in this Agreement.

21. ENTIRE AGREEMENT

This Agreement states the entire agreement between the Parties concerning its subject matter and supersedes all related prior oral and written negotiations and understandings.

This Agreement may not be amended except by mutual written agreement of the Parties.

22. EXECUTION

This Agreement may be executed in counterparts, which together constitute the original.

23. CERTIFICATION OF AUTHORITY

Each of the signatories to this Agreement certifies that he/she has the authority to sign the Agreement on behalf of his/her respective parties.

24. DUAL REPRESENTATION

The parties have been advised of and are aware that the Pinal County Attorney's Office represents the Pinal County School Superintendent, the County Board of Supervisors, and also the **Mammoth/SM Unified School District**, and the parties have been informed to seek the advice of outside counsel. The parties expressly and mutually waive any adverse interest that may exist and also waive any allegations of conflict of interest by the Pinal County Attorney's Office and expressly approve of the Pinal County Attorney's multiple (or dual) representation. By signing below, both parties consent to multiple (or dual) representation by the County's office in the drafting and review of this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into effective first day of July, 2010.

Signature of District Governing Board President
Mammoth/SM School District of Pinal County, a political
subdivision of the State of Arizona

Date

Orleanda T. Roberts

Signature of Pinal County School Superintendent
Pinal County

8/19/10

Date

Signature of the Chairman of the Pinal County Board of Supervisors

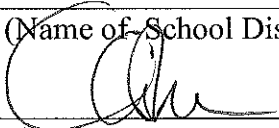
Attested to this _____ day of _____

Signature of the Clerk of the Board of Supervisors

CERTIFICATION OF COUNSEL

In accordance with A.R.S. § 11-952, the foregoing Agreement has been reviewed by the undersigned attorneys who have determined that said Agreement is in proper form and is within the powers and authority granted to the public body represented by the respective attorneys.

Attorney for (Name of School District)



Pinal County Attorney

Date

8/19/10

Date