

**DATA PROCESSING SERVICE PROGRAM AGREEMENT
PINAL COUNTY SCHOOLS DATA PROCESSING SERVICE**

This agreement, which provides for a Data Processing Service Program, is made between the Governing Board of each of the below listed School Districts:

1. Florence Unified School District #1
2. Oracle Elementary School District #2
3. Ray Unified School District #3
4. Red Rock Elementary School District #5
5. Mammoth/San Manuel Unified School District #8
6. Eloy Elementary School District #11
7. Superior Unified School District #15
8. Sacaton Elementary School District #18
9. Maricopa Unified School District #20
10. Coolidge Unified School District #21
11. Toltec Elementary School District #22
12. Stanfield Elementary School District #24
13. Picacho Elementary School District #33
14. Apache Jct. Unified School District # 43
15. J. O. Combs Unified School District #44
16. Casa Grande Union High School District #82
17. Santa Cruz Valley Union High School District #840
18. Mary C. O'Brien School/Pinal Special Education
19. C.A.V.I.T.
20. C.V.I.T.

Hereinafter referred to as the School District, and the Pinal County School Superintendent, hereinafter referred to as the County Superintendent.

This agreement is made pursuant to the provisions of Title 15, Chapter 3, Article 1, Section 365, Arizona Revised Statutes.

By this agreement there is made available to the School District a service program, which will provide data processing services to each of the School Districts on an annual basis. By the signing of this agreement, the School District and the County Superintendent agree to each of the following:

I. NAME

The name of the data processing program shall be Pinal County Schools Data Processing Service, hereinafter referred to as the Service Program;

II. PURPOSE

The purpose of this Service Program is to provide to the School Districts data processing services, including accounts payable, payroll, budget data and related information;

III. AUTHORIZED REPRESENTATIVES

The Governing Board of the School District shall designate annually one person as the Authorized Representative of the School District to the Service Program;

IV. MEMBERSHIP

Each School District whose Governing Board, by passage of a resolution, authorizes the participation of the School District in the Service Program, shall be a Member of the Service Program upon the signing of this agreement by the Authorized Representative of the School District;

V. GOVERNANCE

The Service Program and its activities shall be governed by the County Superintendent who will rely on the advice of the Pinal County Schools Data Processing Advisory Board made up of at least four Pinal County School District Superintendents or their designees;

VI. DURATION OF THE AGREEMENT

This agreement will become effective July 1, 2010, and will continue until June 30, 2011;

VII. FISCAL AGENT

The County Superintendent shall be the Fiscal Agent for the Service Program;

VIII. FUNDS

Funds for operation of the Service Program shall originate from local district budgeted funds pursuant to ARS §15-365 and from appropriate state, county and federal funds. All funds accruing to this Service Program will be deposited with the Pinal County Treasurer and expended upon warrants drawn by the County Superintendent;

IX. MAINTENANCE AND ADMINISTRATION OF BUDGET

The Service Program Director shall maintain and administer the budget. Service Program staff shall make purchases, process invoices and issue vouchers for payment;

X. EXPENDITURES

The expenditure of monies to the credit of this Service Program shall be under the direction of the County Superintendent in furtherance of the purposes of this Service Program only. All vouchers shall be approved by signatures of the County School Superintendent or designee and the Service Program Director. Recognized principles of school accounting shall apply to all receipts and expenditures and the accounting therefore;

XI. PROPERTY

Property purchased with Service Program funds shall remain the property of the Service Program and shall, in the event of the final termination of this Service Program, be disposed of according to the determination of the County Superintendent; property purchased with money from state or federal funds shall be disposed of according to such rules and regulations as outlined by the State Department of Education or appropriate federal agency;

XII. UNEXPENDED FUNDS

Unexpended locally contracted funds of this Service Program as of the close of each fiscal year shall be reported to the County Superintendent and appropriate state agencies and shall be carried forward as a cash balance to the ensuing fiscal year; unexpended state or federal funds of this Service Program as of the close of each fiscal year shall be reported to the State Department of Education or other appropriate funding agencies and at the direction of said agencies shall either be carried forward as a cash balance to the ensuing fiscal year or be returned to the appropriate agency;

XIII. FILES; PROGRAMS

The data files of each district shall be the property of the district. In the event that a district withdraws from the Service Program, the files shall remain with the district;

XIV. NOTICE OF INTENT NOT TO PARTICIPATE

The parties acknowledge that either the County Superintendent or the member School Districts may incur substantial expenses based on the existence or nonexistence of this Agreement. Therefore both parties agree that if either party intends not to enter into a new agreement on July 1, 2011, the party shall provide the other party with notice of such intent no later than December 1, 2010. Any district that fails timely so to notify the County Superintendent shall be liable for all costs and expenses incurred by the County Superintendent or the other member districts due to said untimely notice. These costs and expenses shall be based on that district's previous year's participation;

XV. CANCELLATION

This contract is subject to cancellation pursuant to ARS §38-511, the pertinent provisions of which are adopted herein by reference;

XVI. CONFLICT OF INTEREST

The parties have been advised and are aware that the Pinal County Attorney's Office represents the County School Superintendent, the County Board of Supervisors, and also the 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 Office multiple representations;

XVII. CHOICE OF LAW

This Agreement shall be governed and interpreted by the laws of the State of Arizona. CONSORTIUM AND COUNTY 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;

XVIII. 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;

XIX. SUDAN/IRAN

Pursuant to A.R.S. §§ 35-391.06, *et seq.* 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;

XX. 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 immigration laws and regulations;

XXI. FINGERPRINTING

The parties shall comply with the fingerprinting requirements of A.R.S. § 15- 512 unless otherwise exempted;

THIS AGREEMENT EXECUTED THE DATES SET FORTH BELOW:

Signed: Orlenda F. Roberts Date 05/24/2010
Orlenda F. Roberts, Pinal County School Superintendent

Signed: [Signature] Date 6/1/10
County Attorney

Signed: _____ Date _____

Authorized Representative of _____ District # _____

Signed: _____ Date _____
Attorney Representing School District

Pinal County Schools Data Processing Consortium Fiscal Year 2010-2011 Member Distributions and Costs

District	FY0910 M&O Budget*	Percent of Total County Budget	Annual Membership Fee	Distributed Share	FY1011 Total Cost	FY0910 Total Cost	Difference
Apache Junction Unified	\$32,284,182	12.36%	\$6,000.00	\$2,261.82	\$8,261.82	\$8,531.86	(\$270.04)
Casa Grande Elementary	\$0	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Casa Grande Union High	\$23,399,146	8.96%	\$6,000.00	\$1,639.33	\$7,639.33	\$7,673.81	(\$34.48)
CAVIT	\$5,387,208	2.06%	\$6,000.00	\$377.43	\$6,377.43	\$6,489.97	(\$112.55)
Coolidge Unified	\$25,455,948	9.75%	\$6,000.00	\$1,783.43	\$7,783.43	\$7,964.48	(\$181.05)
CVIT	\$943,124	0.36%	\$6,000.00	\$66.07	\$6,066.07	\$6,049.04	\$17.03
Eloy Elementary	\$7,090,066	2.71%	\$6,000.00	\$496.73	\$6,496.73	\$6,512.88	(\$16.15)
Florence Unified	\$47,298,357	18.11%	\$6,000.00	\$3,313.70	\$9,313.70	\$8,908.37	\$405.33
J.O. Combs Elementary	\$25,170,090	9.64%	\$6,000.00	\$1,763.41	\$7,763.41	\$7,429.06	\$334.34
Mammoth/San Manuel Unified	\$6,998,794	2.68%	\$6,000.00	\$490.33	\$6,490.33	\$6,584.58	(\$94.24)
Maricopa Unified	\$37,451,673	14.34%	\$6,000.00	\$2,623.85	\$8,623.85	\$8,415.17	\$208.68
MCOB/PSE	\$5,283,039	2.02%	\$6,000.00	\$370.13	\$6,370.13	\$6,352.01	\$18.11
Oracle Elementary	\$5,572,696	2.13%	\$6,000.00	\$390.42	\$6,390.42	\$6,376.55	\$13.88
Picacho Elementary	\$1,441,736	0.55%	\$6,000.00	\$101.01	\$6,101.01	\$6,105.18	(\$4.17)
Ray Unified	\$4,602,638	1.76%	\$6,000.00	\$322.46	\$6,322.46	\$6,382.14	(\$59.68)
Red Rock Elementary	\$2,980,047	1.14%	\$6,000.00	\$208.78	\$6,208.78	\$6,309.40	(\$100.62)
Sacaton Elementary	\$9,656,106	3.70%	\$6,000.00	\$676.50	\$6,676.50	\$6,672.03	\$4.48
Santa Cruz Valley High	\$4,146,806	1.59%	\$6,000.00	\$290.52	\$6,290.52	\$6,311.90	(\$21.37)
Stanfield Elementary	\$4,970,764	1.90%	\$6,000.00	\$348.25	\$6,348.25	\$6,360.05	(\$11.80)
Superior Unified	\$3,110,346	1.19%	\$6,000.00	\$217.91	\$6,217.91	\$6,252.79	(\$34.88)
Toftac Elementary	\$7,963,479	3.05%	\$6,000.00	\$557.92	\$6,557.92	\$6,618.75	(\$60.83)
Totals	\$261,206,245	100.00%	\$120,000.00	\$18,300.00	\$138,300.00	\$138,300.00	
Pinal County Board of Supervisors					\$125,800.00		
Interest (estimated)					\$4,000.00		
Total Data Processing Budget					\$268,100.00		

Each district's distributed share is calculated by taking the total Data Processing budget, less the Pinal County Board of Supervisors total, less interest, less the annual membership fee total. This amount is multiplied by the districts percent of the total county budget.

Costs for Casa Grande Elementary are waived because of non-participation in the program.

* Does not include Proposition 301 monies, grants, etc.