

**DATA PROCESSING SERVICE PROGRAM AGREEMENT BETWEEN
PINAL COUNTY SCHOOL DISTRICTS AND THE OFFICE
OF THE PINAL COUNTY SCHOOL SUPERINTENDENT**

This agreement, which provides for a Data Processing Service Program, is made between the Governing Board of each of the below listed Pinal County School Districts, hereinafter referred to as "District", and the Office of the Pinal County School Superintendent, hereinafter referred to as "County School Superintendent's Office":

1. Apache Junction Unified School District #43
2. Casa Grande Union High School District #82
3. Central Arizona Valley Institute of Technology #802
4. Cobre Valley Institute of Technology #801
5. Coolidge Unified School District #21
6. Eloy Elementary School District #11
7. Florence Unified School District #1
8. J. O. Combs Unified School District #44
9. Oracle Elementary School District #2
10. Mammoth/San Manuel Unified School District #8
11. Maricopa Unified School District #20
12. Mary C. O'Brien Accommodation School District #90
13. Picacho Elementary School District #33
14. Ray Unified School District #3
15. Red Rock Elementary School District #5
16. Sacaton Elementary School District #18
17. Superior Unified School District #15
18. Santa Cruz Valley Union High School District #840
19. Stanfield Elementary School District #24
20. Toltec Elementary School District #22

This agreement is made pursuant to the provisions of A.R.S. § 15-365 which provides the county superintendent may establish service programs operated through the office of a county school superintendent which shall be available to any local school district governing board officially requesting such programs.

By the signing of this agreement, District and County School Superintendent's Office agree to each of the following:

I. NAME

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

II. PURPOSE

The purpose of this Service Program is to provide to District data processing services, including:

- A. Processing of bi-weekly District payroll warrants, including all payroll accounting records required by federal and state laws.
- B. Processing of accounts payable warrants for District.
- C. Maintenance of all budget, revenue, and expenditure records for District and processing reports and documentation necessary to balance these records with the County Treasurer on a monthly and annual basis.
- D. Maintenance of all financial records necessary for the calculation of projected amounts of state and county equalization assistance revenues and calculation of tax rates for District.
- E. Maintenance of other financial records and information.

III. AUTHORIZED REPRESENTATIVES

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

IV. MEMBERSHIP

The Governing Board of each District, which authorizes the participation of District in the Service Program, shall be a Member of the Service Program upon the signing of this agreement by the Authorized Representative of District;

V. GOVERNANCE

The Service Program and its activities shall be operated by the County School Superintendent's Office;

VI. TERM

This agreement will become effective July 1, 2018, and will continue until June 30, 2019. The parties acknowledge that either County School Superintendent or the member School Districts may incur substantial expenses based on the parties' participation in this agreement. Therefore, the parties agree that if either party intends not to enter into a new agreement on July 1, 2019, the non-participating party shall provide written notice of such intent no later than December 31, 2018;

VII. FISCAL AGENT

The County School 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 and from appropriate state, county and federal funds. Pursuant to A.R.S. §15-365(B), both central administrative costs and general service costs shall be shared on a user basis and budgeted and paid as contract costs by the districts using the Service Program. Each District will be invoiced its annual cost for participation in the Service Program. All funds accruing to this Service Program will be deposited with the Pinal County Treasurer and expended upon warrants drawn by the County School Superintendent. Notwithstanding the foregoing, if a party's performance depends upon the appropriation of funds necessary for performance, and if such funds are not appropriated, then a party may provide written notice of this and cancel this agreement

without further obligation. Appropriation is a legislative act and is beyond the control of the parties;

IX. MAINTENANCE AND ADMINISTRATION OF BUDGET

A Service Program Director, hereinafter referred to as "Director", shall maintain and administer the program budget. Service Program staff, under the direction of the Director, 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 School Superintendent in furtherance of the purposes of this Service Program only. All vouchers shall be approved by signatures of the County School Superintendent and/or designee and Director. Recognized principles of school accounting shall apply to all receipts and expenditures and the accounting, therefore;

XI. REPORTS

Pursuant to A.R.S. § 15-365(D), County School Superintendent shall submit to the member Districts on or before May 31, 2019, a program progress report and a fiscal report including actual expenditures through March 31, 2019 and estimates for the remainder of the fiscal year for the Service Program;

XII. 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 School 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;

XIII. UNEXPENDED FUNDS

Unexpended locally contracted funds of this Service Program as of the close of each fiscal year shall be reported to the County School 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;

XIV. FILES; PROGRAMS

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

XV. 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 Superintendent
P.O. Box 769
Florence, AZ 85132

Respective District Superintendent
Address

XVI. CLAIMS OR DISPUTES

Any claims or disputes arising out of this agreement shall be submitted to arbitration or mediation in Pinal County. In the event of breach of contract by a party to this agreement, the non-breaching party may pursue all remedies under the laws of the State of Arizona and shall be entitled to reasonable attorney fees and costs;

XVII. INDEMNIFICATION

To the extent allowed by law and to the extent funds are budgeted and available for such purpose, each party will indemnify, hold harmless and defend the other party from and against all losses arising out of or in connection with any negligent or willful act or omission of the party related to this agreement;

XVIII. CANCELLATION

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

XIX. REPRESENTATION

The parties have been advised and are aware that the Pinal County Attorney's Office represents the County School Superintendent and 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 consent to the Pinal County Attorney's Office multiple representation;

XX. GOVERNING LAW

This agreement shall be governed and interpreted by the laws of the State of Arizona and by applicable federal law. Any action or proceeding brought by a party with respect to the breach or enforcement of the terms of this agreement shall be brought in the courts of the State of Arizona situated in Pinal County;

XXI. NONDISCRIMINATION

The parties shall comply with Executive Order 2009-9 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;

XXII. 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;

XXIII. FINGERPRINTING

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

XIV. ENTIRE AGREEMENT

This agreement states the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. This agreement may not be amended except by mutual written agreement by the parties. If any provision of this agreement is 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;

THIS AGREEMENT EXECUTED THE DATES SET FORTH BELOW:

Signed: Jill M. Broussard Date 04/17/2018
Jill M. Broussard, Pinal County School Superintendent

Signed: James W. Fritz Date 4/18/18
County Attorney Representing
Pinal County School Superintendent

Signed: [Signature] Date 5/17/18

Chairman of the Board of Apache Junction Unified Sch. District # 43

Signed: Denzel Powell Britt Date 5/23/18
Attorney Representing School District