

SY19-20 INTERGOVERNMENTAL
AGREEMENT BETWEEN
BEAVER CREEK ELEMENTARY SCHOOL DISTRICT
AND
SEDONA – OAK CREEK UNIFIED SCHOOL DISTRICT

WHEREAS, Beaver Creek Elementary School District (“Beaver Creek”) and Sedona – Oak Creek Unified School District (“Sedona”) provide student transportation in accordance with A.R.S. § 15-342 (12).

WHEREAS, Sedona has hired a Transportation Director; and

WHEREAS, Sedona and Beaver Creek have the authority to enter into this Agreement under A.R.S. § 15-342 (13) and § 11-952,

THE PARTIES AGREE AS FOLLOWS:

1. **Purpose.** Sedona’s Transportation Director will split time with and fill a similar role for Beaver Creek. The Transportation Director will assist Beaver Creek in the following areas:
 - a. completing ADE reporting;
 - b. supervising vehicle maintenance and inspections;
 - c. preparing bus routes;
 - d. acting as dispatcher;
 - e. scheduling transportation for field trips and athletics;
 - f. recommending transportation hires;
 - g. evaluating transportation employees;
 - h. enforcing drug-testing policies and procedures; and
 - i. conducting trainings for new and continuing drivers.
2. **Term.** This Agreement will commence on July 1, 2019, and terminate on June 30, 2020. The parties may renew this Agreement for subsequent one year terms upon approval of their respective governing boards.
3. **Cooperation.** The Parties will regularly confer and cooperate in the scheduling of the Transportation Director’s time and activities to avoid conflicts. The Transportation Director will spend .75 FTE performing services for Sedona and .25 FTE performing services for Beaver Creek.
4. **Employment.** The Transportation Director is a Sedona employee, and Sedona will be solely responsible for providing salary and benefits. The Transportation Director’s work days shall be determined in accordance with Sedona’s calendar.

5. **Worker's compensation.** For purposes of A.R.S. § 23-1022 only, the Transportation Director shall be deemed to be an employee of both Beaver Creek and Sedona and Sedona shall be solely responsible for the payment of workers' compensation benefits. Both Sedona and Beaver Creek shall post a notice pursuant to A.R.S. § 23-906, in substantially the following form:

All employees are hereby further notified that they may be required to work under the jurisdiction or control of 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 purpose of workers' compensation.

6. **Compliance with Beaver Creek's Policies.** The Transportation Director will be expected to comply with all policies, rules, and regulations of Beaver Creek while performing duties in Beaver Creek. If Beaver Creek has any concerns with Transportation Director's non-compliance, Beaver Creek shall communicate those concerns to Sedona. Beaver Creek may have input on disciplinary matters, but Sedona shall have sole and final authority to impose discipline or not.

7. **Evaluation.** Sedona will formally evaluate the Transportation Director at least once per school year. Beaver Creek may provide input into any evaluation of the Transportation Director for Sedona's consideration.

8. **Payment.** Beaver Creek will pay Sedona \$20,541.30 (Twenty thousand five hundred forty one dollars and thirty cents) for the services provided by Transportation Director under this Agreement. The amount will be paid in quarterly installments of \$5,135.33, with the first payment due on or before July 15, 2019.

9. **Termination.** Either party may terminate this Agreement for a material breach if a prompt meeting to discuss the issue is unsuccessful at resolving the matter and the terminating party sends 30 (thirty) days written notice to the other. Termination notwithstanding, Beaver Creek shall be responsible on a prorated basis for services provided under the Agreement up to the date of termination. Sedona will provide an invoice to Beaver Creek that shall be paid within 30 (thirty) days thereafter.

10. **Dispute Resolution.** The parties agree to meet in good faith to seek a mutually acceptable resolution to any dispute which may arise. Any dispute not resolved in this fashion shall be submitted to mediation with a trained mediator before either party may file a claim for breach of this Agreement.

11. **Insurance.** Both parties agree to procure and maintain throughout this Agreement policies of liability and other insurance as necessary to insure the parties, their

employees, agents, and contractors against any claim for injury or damages stemming from the parties' action pursuant to this Agreement. Each party shall indemnify the other against any and all liability, costs, claims, or demands based on the negligence or willful acts of the indemnifying party, its agents, or employees pursuant to this Agreement.

12. **Property.** The parties do not anticipate having to dispose of any property upon termination of the Agreement. To the extent necessary, property shall be returned to the original owner.

13. **Non-Discrimination.** The parties will comply with Executive Order 2009-09 and all other applicable state and federal employment laws, rules, and regulations, mandating that all persons will have equal access to employment opportunities, and that no person will be discriminated against on the basis of race, creed, color, religion, sex, national origin, or disability.

14. **Fingerprint and E-verify.** The parties acknowledge and agree to fingerprinting and e-verify requirements set forth in A.R.S. § 41-4401 and the Federal Immigration and Nationality Act.

15. **Conflict of Interest.** This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

16. **Interpretation.** This Agreement shall be interpreted in accordance with Arizona law. Should any part of this Agreement be held invalid or void, the remainder of the Agreement shall remain in full force and effect and shall be binding upon the parties.

Sedona Unified School District

Beaver Creek Elementary School District

By: _____
Date: _____

By: Karen Wood
Date: 3/29/19

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

Sedona Unified School District

Beaver Creek Elementary School District

By: _____
Date: _____

By: OK Paul
Date: 3/27/19