

Education Technology Consortium Cooperative Purchasing Agreement

This Agreement is entered into between the Arizona Board of Regents for and on behalf of Northern Arizona University (“NAU”) and school districts (“Districts”). NAU and Districts may be referred to individually as “Party” and collectively as “Parties”. Districts are listed in Exhibit A.

1. TERM

This Agreement shall be effective February 29, 2020 through February 28, 2025, unless otherwise terminated as provided herein.

2. RECITALS

- 2.1. Pursuant to Arizona Revised Statutes §§41-2631 through 41-2637, and the Arizona Board of Regents Procurement Code, Policy 3-808, NAU is an eligible public procurement unit and is authorized to administer a cooperative agreement.
- 2.2. Districts are eligible local public procurement units pursuant to Arizona Revised Statutes §§41-2631 and 41-2637. Cooperative Purchasing is authorized for Districts pursuant to Arizona Administrative Code, Sections R7-2-1191 through R7-2-1195.
- 2.3. The purpose of this Agreement is to provide for the joint acquisition, development and use of software, personnel, supplies and other items as necessary to maintain computer systems and networks and to provide for data processing services, to include but not limited to, grant writing, accounting, student records, attendance accounting, grade reporting, testing, internet access, training, research, evaluation, and other administrative functions (collectively referred to as “Services”) for NAU and the Districts as requested by each individual Party.
- 2.4. NAU has the technological and physical capacity to offer a variety of economical services to participating Districts through the Education Technology Consortium (“ETC”).
- 2.5. NAU and Districts desire to enter into this Agreement for the cooperative and economical procurement and use of technology equipment, materials and Services.

3. AGREEMENT

In consideration of the material promises and covenants herein, the Parties agree as follows:

3.1. Purpose.

The Parties to this Agreement shall, for their mutual benefit, jointly use Services as individually requested. NAU shall employ staff and purchase or lease equipment, supplies and software needed to provide Services. The Districts shall contribute funds based upon each Party’s individual selection of Services.

3.2. Determination of Services.

The power to determine the Services provided by NAU and to recommend a budget to NAU, shall rest with the Parties signing the Cooperative Purchasing Agreement, and shall be exercised through an elected board; such board shall consist of nine (9) representatives of the Parties to this Agreement “Executive Board”.

3.3. Modification to Services.

Each Party has an equal right to request modifications to the Services. The requests shall be reviewed by NAU and may be implemented as recommended by the Executive Board.

3.4. Organization of Executive Board

- 3.4.1. Executive Board membership shall consist of one (1) representative from NAU and eight (8) representatives from the Districts.

- 3.4.2. Representatives shall be elected to the Executive Board as provided in this Section 3.4.2. NAU shall solicit nominations for upcoming open positions by mail or email sixty (60) days prior to the spring meeting each year. NAU shall contact the nominated members to ascertain their willingness to serve on the Executive Board if elected. NAU shall email ballots to each Party's authorized signatory and each Party shall have one (1) vote for each open position. Each Party shall return its ballot to NAU within thirty (30) days of receipt and NAU shall tally the votes. In the event of a tie, NAU shall email a ballot with the names of the tied candidates. Each Party shall return the tie ballot to NAU within fifteen (15) days of receipt and NAU shall tally the votes. The newly elected Executive Board representatives shall attend the spring meeting, relieving outgoing representatives of the Districts.
- 3.4.3. Elected representatives shall serve three (3) year terms and may be reelected to the Executive Board.
- 3.4.4. An Executive Board member's employer must be a Party to this Agreement. In the event the member District ceases to be a Party to this Agreement, the membership seat will be considered expired and will be included in the next election. In the event the designated representative duly elected to the Executive Board is no longer employed by a Party to this Agreement, the member District must designate a new representative for the Executive Board to serve the remainder of the term.
- 3.4.5. Each spring the Executive Board shall elect a Chairman and Vice-Chairman. The Chairman of the Executive Board shall preside at all NAU meetings as they relate to this Agreement. In the Chairman's absence, the Vice-Chairman will assume the duties of the Chairman. Each member of the Executive Board shall have an equal vote in all deliberations in the Executive Board meetings.
- 3.4.6. The Executive Board shall make recommendations regarding the annual NAU budget and staffing requirements. The Executive Board shall set annual goals and objectives, establish District rates and special fees, if any, and recommend to the current Parties additional parties to this Agreement.

4. PAYMENT

Each Party shall pay an annual membership fee of five hundred dollars (\$500.00) and contribute funds as determined by its selected Services and percentages of use. Contributions for Services and use shall be calculated yearly and may vary from year to year, depending on the Services selected and the NAU budget. Payment for the annual membership fee and Services shall be made in either a single payment or two (2) equal payments, due within thirty (30) days of receipt of NAU's invoice.

5. RECEIPT OF PAYMENT

- 5.1. NAU shall receive all payments, deposit the funds in an account designated for this purpose, and safeguard all funds resulting from this Agreement. All payments received by NAU under this Agreement shall be available to NAU to defray the costs of this program.
- 5.2. NAU shall maintain all necessary accounting records in accordance with Arizona State, Arizona Board of Regents (ABOR), and Uniform System of Financial Records (USFR) rules, regulations and audit requirements. Audits may be conducted at any time by an appropriate political subdivision or nonprofit educational institution which is a Party to this Agreement, or an agency of the State of Arizona, and by representatives of the Comptroller General of the United States or the Secretary of Education, as required by applicable federal regulations.

6. ADDITIONAL PARTIES

Additional Districts may become Parties to this Agreement when the local District School Board approves and signs this Agreement and District pays for and begins use of ETC Services as quoted. The Executive Director of the ETC will make written notification to the Executive Board as new members are approved. Upon addition of a Party ("Additional Party") to this Agreement, Exhibit A shall be updated by NAU and distributed to all Parties. The Additional Party shall abide by the terms and conditions of this Agreement, pay the full annual membership fee and a pro-rata share based on the Services it selects.

7. NOTICES

All notices shall be deemed to have been fully made seven (7) days after written notice has been deposited in the United States mail, registered and postage prepaid, or three (3) days after signature when sent via email, certified mail or facsimile, return receipt requested or other evidence of delivery and addressed to the Parties listed in Exhibit A. The address to which any notice, demand or other writing may be given or made or sent may be changed by written notice given to all Parties.

8. PURCHASES FROM THIRD PARTIES

In the event that NAU purchases materials or services from a third party for use by the Districts, payment for and inspection and acceptance of materials and services ordered by Districts shall be the exclusive obligation of the Districts. The exercise of any rights or remedies by the Districts against the third party shall be the exclusive obligation of the Districts. Failure of the Districts to secure performance from the third party in accordance with the terms and conditions of its purchase order does not require NAU to exercise its own rights or remedies. The Districts shall not use this Agreement as a method for obtaining concessions or reduced prices for similar materials or services.

9. CONTRACT CONTROVERSIES

Controversies between NAU and the Parties to the Agreement shall be resolved in accordance with Section 3-809 of the Arizona Board of Regents Procurement Code, and R7-2-1001 et seq. of the State Board of Education Administrative Codes for Procurement. Both NAU and the District shall endeavor to resolve any controversies between the Parties relating to this Agreement.

10. TERMINATION

- 10.1. Any Party may terminate, without notice, its participation in this Agreement if another Party fails to comply with the terms of this Agreement, or for conflict of interest in accordance with A.R.S. §38-511, provided that the terminating party shall remain liable for and shall pay for all materials and services ordered or provided through the effective date of termination.
- 10.2. Any Party may terminate its participation in this Agreement without cause by providing the Chairman of the Executive Board not less than ninety (90) days notice of its intent to terminate at the end of a fiscal year ending June 30.
- 10.3. Upon termination of a Party to this Agreement, Exhibit A shall be updated by NAU and distributed to all Parties.
- 10.4. Use of Federal Monies. If any purchase of materials or services pursuant to this Agreement involves the expenditure of federal assistance or contract monies, NAU shall comply with federal law and authorized regulations which are mandatorily applicable to such purchases.
- 10.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11. AVAILABILITY OF FUNDS

Funds may not presently be available to the District for performance under this Agreement beyond the current fiscal year. No legal liability on the part of the District for any payment may arise under this Agreement beyond the current fiscal year until funds are made available for performance of this Agreement. The District shall make reasonable efforts to secure such funds.

12. NONDISCRIMINATION

The Parties agree that they shall not discriminate against any employee, applicant for employment, student, parent, contractor or member of the public because of race, color, religion, disability, sex, age, national origin, genetic code, veteran's status, or political affiliation during the term of this Agreement.

13. EMPLOYEE WORKER ELIGIBILITY

By entering into the Agreement, the Parties warrant compliance with A.R.S. § 41-4401, A.R.S § 23-214(A), the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Either Party may request verification of compliance from any contractor or subcontractor performing work under this Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, that Party

may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the contractor. Each Party shall bear the costs necessary for compliance of its own employees and subcontractors.

14. RETENTION AND INSPECTION OF RECORDS

The Parties shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the performance of the Agreement for a period of five (5) years after the completion of the Agreement and to make such documents open to inspection and audit at reasonable times.

15. NO BOYCOTTS OF GOODS/SERVICES FROM ISRAEL

If the goods/services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and the Parties are engaged in for-profit activity and has ten (10) or more full-time employees, then, to the extent required by ARS § 35-393.01, The Parties certify the Parties are not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.

RESOLUTION

The Governing Board of _____

hereby authorizes the future signing by _____
(Authorized Agent's Name)

of a Cooperative Purchasing Agreement titled "Education Technology Consortium" for the purpose of providing for the joint acquisition, development and use of software, personnel, supplies and other items as necessary to maintain computer systems, and networks, and to provide for data processing services to include but not limited to, grant writing, accounting, student records, attendance accounting, grade reporting, testing, internet access training, research evaluation and other administrative functions for NAU and Districts, as requested by each individual Party.

This Resolution was adopted by the Governing Board of _____

(Name of Legal Entity)

on _____, 20____

Authorized Signatory

Member of Governing Board

Member of Governing Board

Member of Governing Board

Member of Governing Board

Member of Governing Board



EXHIBIT A

School Districts (“Districts”):

- a. Antelope Union High School District #50
- b. Ash Fork Joint Unified School District #31
- c. Avondale School District #44
- d. Beaver Creek School District #26
- e. Bowie Unified School District #14
- f. Buckeye Elementary School District #33
- g. Catalina Foothills School District #16
- h. Chino Valley Unified School District #51
- i. Clarkdale-Jerome Elementary School District #3
- j. Coconino Association for Vocation, Industry and Technology #01
- k. Colorado River Union High School District #2
- l. Cottonwood-Oak Creek Elementary School District #6
- m. Crane Elementary District #13
- n. Flagstaff Unified District #1
- o. Florence Unified School District #1
- p. Gadsden Elementary District #32
- q. Hackberry Elementary District #3
- r. Higley Unified School District #60
- s. Humboldt Unified School District #22
- t. Hyder Elementary District #16
- u. J O Combs Unified School District #44
- v. Kayenta Unified School District #27
- w. Kingman Unified District #20
- x. Lake Havasu Unified District #1
- y. Laveen Elementary School District #59
- z. Littlefield Unified School District #9
- aa. Littleton Elementary School District #65
- bb. Maine Consolidated District #10
- cc. Maricopa Unified School District #20
- dd. Mayer Unified School District #43
- ee. Mingus Union High School District #4
- ff. Mohave Valley Elementary District #16
- gg. Mohawk Valley Elementary School District #17
- hh. Mountain Institute JTED #2
- ii. Owens Elementary District #6
- jj. Paloma Elementary District #94
- kk. Palominas School District #49
- ll. Palo Verde Elementary District #49
- mm. Paradise Valley Unified School District #69
- nn. Parker Unified District #27
- oo. Peach Springs Unified School District #8
- pp. Pendergast Elementary School District #92
- qq. Pine-Strawberry Elementary School District #12
- rr. Quartzsite Elementary District #4
- ss. Queen Creek Unified School District #95
- tt. Roy Municipal Schools (New Mexico)
- uu. Saddle Mountain Unified School District #90
- vv. Sanders Unified School District #18
- ww. Scottsdale Unified School District #48
- xx. Sedona-Oak Creek Joint Unified School District #9
- yy. Seligman Unified District #40
- zz. Sentinel School District #71
- aaa. Sierra Vista Unified School District #68

- bbb. Southwest Technical Education District of Yuma #1
- ccc. St David Unified School District #21
- ddd. Thatcher Unified School District #4
- eee. Tolleson Elementary School District #17
- fff. Tombstone Unified School District #1
- ggg. Tonto Basin School District #33
- hhh. Topock Elementary School District #12
- iii. Union Elementary School District #62
- jjj. Valentine Elementary School District #22
- kkk. Wellton Elementary District #24
- lll. Yavapai Accommodation School District #99
- mmm. Young School District #5
- nnn. Yucca Elementary School District #13
- ooo. Yuma County School Superintendent's Office