

Yavapai County Educational Technology Consortium

Parties: Ash Fork Joint Unified School District No. 31
Bagdad Unified School District No. 20
Beaver Creek Elementary School District No. 26
Camp Verde Unified School District No. 28
Canon Elementary School District No. 50
Chino Valley Unified School District No. 51
Clarkdale-Jerome Elementary School District No. 3
Congress Elementary School District No. 17
Cottonwood-Oak Creek Elementary School District No. 6
Crown King Elementary School District No. 41
Hillside Elementary School District No. 35
Humboldt Unified School District No. 22
Kirkland Elementary School District No. 23
Mayer Unified School District No. 43
Mingus Union High School District No. 4
Mountain Institute Joint Technological Education District No. 2
Prescott Lakes Parkway Juvenile Detention School
Prescott Unified School District No. 1
Sedona Oak Creek Unified School District No. 9
Seligman Unified School District No. 40
Skull Valley Elementary School District No. 15
Valley Academy for Career and Technology Education District No. 1
Walnut Grove Elementary School District No. 7
Williamson Valley Elementary School District No. 52
Yarnell Elementary School District No. 52
Yavapai Accommodation School District No. 99

Statutory Authority:

1. By statute, the Parties may enter into an agreement to (a) procure goods or services, (b) jointly exercise powers common to the Parties, and (c) take joint or cooperative action. A.R.S. § 11-952 & § 15-342(13).

2. Under the statutes, the Parties join together and by this Agreement form the Yavapai County Education Technology Consortium. The Consortium's purpose is set forth below.

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Agreement:

The Parties agree to jointly and cooperatively procure goods and services, exercise powers, and take concerted action in accordance with the terms and conditions of this Agreement.

1. Purpose. The purpose of this Agreement is to promote shared and enhanced educational technology opportunities among the Parties and other public agencies and public procurement units within Yavapai County.

2. Duration. This Agreement's term is ten years, commencing on July 1, 2020, and ending on June 30, 2030. The Parties may extend the Agreement for successive terms of five years each.

3. Financing and Budgeting. The Consortium does not charge dues or membership fees. Rather, the Consortium's primary source of revenue is by request and application to the Forest Fees Management Association. The Consortium may also apply for and obtain grant funding for technology-related materials and services from a variety of public and private sources, including but not limited to the federal government, the State of Arizona, Yavapai County, tribes, non-profits, and businesses. The Parties may also purchase services, including indirect broadband, from Consortium at mutually-agreed upon prices.

4. Fiscal Agent. The Parties appoint the Yavapai County Education Service Agency to act as the Consortium's fiscal agent while authorizing the Consortium's Board of Directors to select a different fiscal agent in its discretion.

5. Cooperative Purchasing. This Agreement authorizes cooperative purchasing for all lawful purposes in accordance with A.A.C. R7-2-1191 *et seq.*

5.1 Payment for materials and services and inspection and acceptance of materials or services ordered by a Party shall be the exclusive obligation of that Party.

5.2 The exercise of any rights or remedies by a Party shall be the exclusive obligation of that Party.

5.3 Any Party may terminate without notice this Agreement if any other party fails to comply with the terms of this Agreement.

5.4 Failure of any Party to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require any other party to exercise its own rights or remedies.

5.5 No party shall use this Agreement as a method for obtaining concessions or reduced prices for noncontract purchases of similar materials or services.

6. Governance. To the extent not inconsistent with the statutory authority and this Agreement, the Consortium shall be governed and conducted in accordance with the Bylaws (Exhibit 1).

7. Termination. A Party may withdraw from participation in the Consortium upon thirty (30) days written notice to the Consortium's Board of Directors.

8. Disposition of Property. The Parties do not anticipate the acquisition of any property by the Consortium. To the extent that the Consortium does acquire any property, the Board of Directors shall determine a fair and appropriate distribution of such property among the Parties.

9. Alternative Dispute Resolution. The Parties shall submit any dispute among them arising out of or relating to this Agreement to mediation by a mutually agreed upon third-party. The Parties will be jointly responsible for the mediator's fee, but will be separately responsible for all fees and costs associated with their respective presentations to the mediator.

10. Indemnification. To the fullest extent permitted by law, each Party shall indemnify and hold harmless the others and their respective officers, directors, members, consultants, agents, and employees from and against all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses that may arise from the Party's performance of or failure to perform this Agreement, but only to the extent caused by the negligent acts or omissions of the Party, its agents, or employees.

11. Insurance. While participating in the Consortium, each Party shall maintain comprehensive general liability insurance coverage.

12. Arizona Law. This Agreement incorporates all requirements of Arizona law, including but not limited to cancellation in accordance with A.R.S. § 38-511. Moreover, this Agreement's interpretation and performance are governed by Arizona law.

13. Choice of Forum. In the event that any dispute is not resolved under Section 9, any suit or action arising under this Agreement shall be commenced in the Superior Court of the State of Arizona in and for the County of Yavapai.

14. Entire Agreement. This Agreement represents the entire, integrated agreement between the Parties. The Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Agreement may be amended only by written instrument signed by all Parties.

15. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

16. Authority of Signatory. Each individual executing this Agreement warrants that they are duly authorized to execute and deliver this Agreement.

17. Preparation of Agreement. This Agreement has been prepared by the combined efforts of the Parties and is not to be construed against any Party.

18. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions.

19. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against any Party, the Yavapai County Education Service Agency, or the Consortium. This Agreement is not intended to benefit any third party.

20. Legal Counsel's Review and Approval. The Parties acknowledge that several of them are represented by Wright Welker & Pauole PLC (Law Firm) in various matters, including the drafting and reviewing of this Agreement. By signing this Agreement, each Party that is a client of Law Firm specifically acknowledges (1) that Law Firm has, by this paragraph, informed each Party that Law Firm believes it is able to provide competent and diligent representation to each Party to this Agreement, (2) that the representation is not prohibited by law and does not involved the assertion of a claim by one Party against another party to this Agreement, and (3) that the Party waives any potential conflict of interest arising out of this joint representation.

Dated _____, 2020

Sedona Oak Creek Unified School District
No. 9

By _____
Its authorized agent

Approval Of Attorney For Sedona Oak Creek Unified School District No. 9

I am the attorney for Sedona Oak Creek Unified School District No. 9. I have reviewed this Intergovernmental Agreement and have determined that: (1) the agreement is in proper form; and (2) it is within the District's powers and authority granted under the laws of the state of Arizona.

Attorney for the District

Date

**AMENDED BYLAWS OF THE
YAVAPAI COUNTY EDUCATIONAL TECHNOLOGY CONSORTIUM
“Making Educational Connections Worldwide”
June 18, 2009**

ARTICLE I – PURPOSE

The Yavapai County Educational Technology Consortium is hereby organized as a voluntary educational cooperative program specifically for, but not limited to:

- A. Promoting shared educational technology activities among district, charter, library, and college participants,
- B. Creating county or statewide instructional delivery systems that will allow site to site interaction offered through county and state technology initiatives,
- C. Providing broadband connectivity from available commercial carriers and informing school administrators of increased broadband capabilities as they become available from the county and state level,
- D. Insuring redundant, secure and sustainable IT service,
- E. Providing a coordinated educational communication network that requires coordination among the Yavapai County Educational Consortium and other consortiums statewide,

ARTICLE II – BOARD OF DIRECTORS

SECTION 1. General Powers, Number, Tenure and Qualifications. The activities of the Consortium shall be managed by a Board of Directors numbering eight (8) members. The Board of Directors shall institute a staggered lottery system such that reasonable continuity is assured as outlined below:

Tier One	one (1) member, from groups below
Tier Two	one (1) member, from groups below
Tier Three	one (1) member, from groups below
Higher Ed.	one (1) member, at large
Charter	one (1) member, at large
Libraries	one (1) member, at large
IT Staff	two (2) members, at large

Thereafter, the terms of Directors shall be for three (3) years and shall commence on July 1 and terminate on June 30. Directors may be elected or appointed to successive terms without limit.

SECTION 2. Members of the Board of Directors.

A. The Directors shall be:

- Elected by full members of the YCETC (school districts, charter schools, colleges/universities and libraries) which have filed a completed IGA/Agreement. Associate membership may be granted by written request to join a grant/reimbursement application or by a valid letter of agency, but associate members shall not have a vote on association business or for the election of the Board of Directors or Officers.
- A representative of higher education, nominated and elected by member colleges and universities,
- A representative nominated and elected by member charter schools,
- Three (3) representatives of the member school districts, based on their respective annual student population (Average Daily Membership, published by the Arizona Department of Education). The Board of Directors will from time to time determine the districts that make up the membership of these three (3) groups. If the election does not result in a plurality for any candidate, those tied with the highest number of votes, will break the tie by lot, under the supervision of the Board, at a regular, special or annual meeting. These representatives must be nominated and elected by the districts that are part of that specific group. The membership groups shall be:
 - Group 1 Ash Fork, Canon, Congress Crown King, Hillside, Kirkland, Seligman, Skull Valley, Yarnell, YCASD, YCJDS.
 - Group 2 Bagdad, Beaver Creek, Camp Verde, Clarkdale-Jerome, Mayer, Mingus, Mountain Institute, Sedona Oak Creek, VACTE.
 - Group 3 Chino Valley, Cottonwood-Oak Creek, Humboldt, Prescott.
- Two (2) representatives of Instructional Technology Departments nominated at large and elected by member schools.
- A representative of the Libraries, nominated and elected by member libraries.
- The Yavapai County School Superintendent, who shall serve as an ex officio, non voting facilitator.
- Ineligible to serve on the Forest Fee Management Board of Directors.
- Authorized to allow associate membership to “political subdivisions of the State of Arizona”, including, but not limited to, cities, towns, counties, and fire districts.

B. Vacancies on the Board of Directors occasioned by resignation or any other reason may be filled in the same manner as the original member was selected.

C. At all times during the term of a Director, that individual must be in good standing within the group, agency, or entity from which they were originally selected.

SECTION 3. Meetings of the Board.

- A. In addition to the annual meeting in September, the Executive Officers may call for additional meetings as needed. The Board of Directors may also call for a special meeting by majority vote present at any meeting or by written request of a majority of the Board.
- B. A simple majority of the voting members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.
- C. Meetings of the Board of Directors, whether regular or special, may be held by means of telephonic or similar communications equipment, by means of which all persons participating in the meeting can hear each other. A request to attend a regular meeting by teleconference requires a seventy two (72) hour notification to the President or the Secretary / Treasurer. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting. No proxies are allowed.
- D. Directors should notify the President or Secretary-Treasurer of an impending absence, seventy two (72) hours in advance of the meeting if possible.
- E. Any Director may, prior to posting, submit an item to the President or the Secretary / Treasurer for inclusion on the next agenda.
- F. Agendas for regular meetings shall be posted five (5) days in advance. Special meetings require a twenty four (24) hour posting. The posting shall be provided to each Director, all Consortium members, to anyone who makes such a request, and it shall be placed on the Yavapai County and Consortium websites.

SECTION 4. Duties and Responsibilities of the Board. The Board of Directors shall have the duty to see that the purposes of the Consortium are carried out. They are responsible to:

- A. Attend meetings on a regular basis, representing the interest of the group they represent while keeping the best interest of the Consortium in mind,
- B. Regularly determine that the business and assets of the Consortium are efficiently and effectively handled;
- C. Establish policy and guidelines with respect to the operation and management of the Consortium and its several projects;
- D. Establish policies for the effective management of the technological system,
- E. Establish a communication network among participating agencies,

- F. Immediately disclose any conflict of interest (financial interests, family matters, legal constraints) they may have, and refrain from participating in discussions or decisions in regard to the conflict

SECTION 5. Acceptance of Gifts. The Board of Directors may accept on behalf of the Consortium any contribution or gift, subject to whatever conditions are attached to the gift, as long as it does not conflict with the Bylaws of the Consortium, and is permitted by state and federal law.

ARTICLE III – OFFICERS

SECTION 1. Officers. The officers of the Consortium shall be President, Vice-President, and Secretary-Treasurer and such other officers as the Board may determine. Unless otherwise authorized by the Board of Directors, all officers must be voting members of the Consortium.

SECTION 2. Election and Term of Office. The officers of the Consortium shall be elected by the Board of Directors at the regular annual meeting. Officers will serve a two year term and may hold office for consecutive years without limit. The Board of Directors may replace officers who resign the office or end their service to the Consortium as needed.

SECTION 3. President. The President shall preside at all meetings of the Board of Directors. He or she shall sign all instruments or contracts requiring execution on behalf of the Consortium and appoint all committees subject to approval of a majority of the Board of Directors. The President shall serve as an ex-officio member of all committees.

SECTION 4. Vice-President. The Vice-President shall perform the duties of the President in his or her absence and shall perform such other duties as may be assigned by the President or the Board of Directors.

SECTION 5. Secretary-Treasurer. The Secretary-Treasurer may, with the consent of the County School Superintendent, utilize one or more staff members of the County Schools Office to carry out the duties. The Secretary-Treasurer shall see that minutes of all meetings of the Board of Directors, and all appointed committees, are kept and filed. He or she shall give, or cause to be given, notice of all meetings of the Board and of all appointed committees and shall have general supervision over the care and custody of all funds and securities of the Consortium. The Secretary-Treasurer shall keep or cause to be kept full and accurate accounts of all receipts and disbursements of the Consortium and will nominate, at a meeting prior to the annual meeting, an impartial person to perform a review of the year's financial activities. The report of this audit/review will be presented at the annual meeting.

SECTION 6. President Pro Tempore. When the President and Vice-President are both absent, the Board may appoint a temporary Presiding Officer from among the members present.

SECTION 7. County School Superintendent. The Yavapai County School Superintendent, shall serve as an Ex-Officio, non voting member, of the Board of Directors. The Superintendent shall facilitate the meetings of the Consortium and provide administrative support as requested by the Board. The Superintendent may appoint other facilitators to assist the Consortium from among the staff of the Education Service Agency.

ARTICLE IV – COMMITTEES

SECTION 1. Appointment. The President, with the approval of the Board of Directors, may appoint advisory committees to carry out the objectives and purposes of the Consortium. Such committees shall have at least three (3), but less than a quorum of the Board Members, but additional members of interested persons from throughout the community may be appointed whose expertise will be of benefit to the work of the committee. In addition to the standing committees identified in Article IV, Section 2, the President may, as appropriate, appoint other standing and ad-hoc committees to address specific projects of the Consortium.

SECTION 2. Standing Committees.

A. Executive Committee. This committee (President, Vice-President, Secretary-Treasurer, County School Superintendent, Facilitator) shall be responsible to carrying out the administrative functions of the Consortium.

B. Grants Committee. This committee shall be responsible for coordinating and securing grant funding, based on the guidance of the Board of Directors.

C. Bylaw Committee. This committee shall be responsible for regularly reviewing the Bylaws and recommending changes as needed.

D. Finance Committee. This committee shall be responsible for proposing an annual budget, creating an annual finance report, insuring compliance with all applicable state and federal laws, meeting all tax reporting requirements, and making recommendations to the Board of Directors in regard to audits.

E. Technical Resource Committee. This committee shall identify best practices for technical support services, interoperability problem resolution, joint procurement and disposal, and infrastructure sustainability.

ARTICLE V – AMENDMENT OF BYLAWS

The Board of Directors may amend these Bylaws by a two-thirds (2/3) vote at any annual or regular meeting. An amendment may be proposed by a simple majority and made available to all Board members at least two (2) weeks prior to any vote to amend the by-laws.

ARTICLE VI – GENERAL PROVISIONS

SECTION 1. Agency Office. The principal office of the Consortium shall be located in the State of Arizona at the office of the Yavapai County School Superintendent at 2970 Centerpointe East, Prescott, AZ 86301, or as subsequently changed by the Board of Directors.

SECTION 2. Fiscal Year. The Fiscal year ends the last day of June of each year and begins the first day of July.

SECTION 3. Date of Adoption of Bylaws. The Bylaws were adopted by the Board of Directors on June 18, 2009 and amended on December 16, 2010, June 16, 2011, October 6, 2011, February 16, 2012, January 17, 2013, March 20, 2014, May 21, 2015, December 22, 2016, October 18, 2017, April 20, 2018, and July 27, 2018.

SECTION 4. Authority. YCETC operates under the authority of an Educational Cooperative and Procurement Unit. It is NOT an agency of Yavapai County Government.

ARTICLE VII – DISSOLUTION

SECTION 1. Dissolution. Upon dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.