

**COST REIMBURSABLE AGREEMENT
BETWEEN
TUCSON UNIFIED SCHOOL DISTRICT
AND
FLOWING WELLS UNIFIED SCHOOL DISTRICT**

Tucson Unified School District ("TUSD") of Tucson, Arizona agrees to provide services to the Flowing Wells Unified School District ("FWUSD") during the period July 1, 2014 to June 30, 2017 subject to annual review for performance by both parties. For this purpose, TUSD and Flowing Wells Unified School District mutually agree on the following:

RECITALS

- A. Flowing Wells Unified School District desires to enhance its science curriculum by using services available from TUSD, namely, enhancement of science kits currently used in the SUSD science curriculum and training in the use of such enhanced science kits ("kits").
- B. TUSD currently has the resources and personnel available to provide Flowing Wells Unified School District the enhanced science kits discussed in this Agreement and to provide training to FWUSD personnel in the use of the enhanced kits.
- C. The parties have authority to enter into this Agreement pursuant to the provisions of A.R.S. § 15-1108.

Therefore, in consideration of the above and the terms of this Agreement, the parties agree:

(1) Science Curriculum Service

Flowing Wells Unified School District shall reimburse TUSD for services rendered and costs incurred by TUSD under the terms of this Agreement. TUSD will submit invoices to Flowing Wells Unified School District for the costs per kit no more frequently than monthly and no less frequently than quarterly, upon TUSD's submission of detailed financial reports. The Schedule of Costs for this Agreement is attached as Attachment No. 1. Annual financial reports will be due thirty (30) days following the project's yearly end-date. A detailed final financial report, reconciliation of expenses, and any supporting documentation will be due thirty (30) days after the termination of the Agreement with the original documents going to the financial contact and a copy being sent to TUSD's administrative contact (see Section 12).

All invoices submitted under this Agreement will refer to this Agreement, and will be sent to Flowing Wells Unified School District financial contact for approval and payment.

(1a) Work Statement

The "Scope of Work" for Curriculum Service is:

- TUSD will deliver agreed upon curriculum.
- TUSD will create a schedule for the pick-up of refurbished kits on that schedule 3-4 times a year. TUSD will provide Flowing Wells Unified School District with a copy of the schedule and will inform Flowing Wells Unified School District of any changes thereto within a reasonable time.
- Flowing Wells Unified School District shall reimburse TUSD, at TUSD's cost, for kits returned with missing durable items that were provided by TUSD, such as teacher's guides, student resource books, nonfiction literacy and videos.

- Exceptions to the Scope of Work may be made on a case-by-case basis in the sole discretion of TUSD, via email and, with respect to exceptions related to scheduled pick-ups, must be approved prior to the scheduled pick-up date.

(2) Professional Development

Flowing Wells Unified School District shall reimburse TUSD for services rendered and costs incurred by TUSD per session, and per teacher. TUSD will provide invoices to Flowing Wells Unified School District no more frequently than monthly and no less frequently than quarterly, upon submission of detailed financial reports. The Schedule of Costs for this Agreement is attached as Attachment No. 1. Annual financial reports will be due thirty (30) days following the project's yearly end date. A detailed final financial report, reconciliation of expenses, and any supporting documentation will be due thirty (30) days after the termination of the Agreement with the original documents going to the financial contact and a copy being sent to TUSD's administrative contact (see Section 12). If there is an overpayment of funds, please contact TUSD's administrative contact for instructions.

All invoices submitted under this Agreement will refer to this agreement between TUSD and Flowing Wells Unified School District and will be sent to the financial contact (listed below) for approval and payment.

(2a) Work Statement

The "Scope of Work" for Professional Development is:

- Foundation classes will be held by a trained facilitator.
- Foundation classes may be held in the summer as well as after school.
- Foundation classes will be at least 9 hours in length and not to exceed 15 hours.
- Hybrid classes for Science Notebooks including Study Groups, On-line and Face-to-Face may be held and scheduled to extend the learning of the classroom teachers.
- Other classes and professional development sessions may be provided dependent on need and request.

(3) Assessment Services

Flowing Wells Unified School District shall reimburse TUSD for services rendered and costs incurred by TUSD under this Agreement per student for assessment services. TUSD will provide invoices to Flowing Wells Unified School District no more frequently than monthly, and no less frequently than quarterly, upon submission of detailed financial reports. The Schedule of Costs for this Agreement is attached as Attachment No. 1. Annual financial reports will be due thirty (30) days following the project's yearly end-date. A detailed final financial report, reconciliation of expenses, and any supporting documentation will be due thirty (30) days after the termination of the Agreement with the original documents going to the financial contact and a copy being sent to TUSD's administrative contact (see Section 12).

All invoices submitted under this Agreement will refer to this agreement between TUSD and Flowing Wells Unified School District and will be sent to the financial contact (listed below) for approval and payment.

(3a) Work Statement

The "Scope of Work" for use of Assessment Items is:

- Assessment items included in benchmark assessments will be provided.
- Each assessment item has been correlated to the concept level of the Arizona Academic State Science Standard.
- Each summer assessment items will be reviewed for appropriateness.

(6) Insurance and Liability

TUSD and Flowing Wells Unified School District must maintain minimum liability and workmen's compensation insurance as are required by state law and the Federal Acquisitions Regulations. Neither party to this Agreement is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party agrees to indemnify and hold the other party harmless for any claims arising from the conduct of the others.

(7) Yearly Consultation

TUSD and Flowing Wells Unified School District will schedule a yearly consultation to verify commitments for service.

(8) Modification of Agreement

A mutual act of the parties to this Agreement is necessary to make any modification to this Agreement. No amendment or modification of this Agreement shall be valid or binding unless written and signed by both the TUSD and Flowing Wells Unified School District.

(9) Termination

Either party may terminate this agreement upon ninety (90) days advance notice to the other party. Upon termination:

- a. Flowing Wells Unified School District will reimburse TUSD for the cost of any kits TUSD has purchased on Flowing Wells Unified School District's behalf under the terms of this Agreement.
- b. TUSD will make available to FWUSD a sufficient number of science kits, if requested, at the regular kit service cost specified in Attachment # 1, in order for Flowing Wells Unified School District to conduct its science curriculum for the next academic quarter.
- c. Payments and credits under this termination provision shall be in accordance with Attachment # 1 and Section 5 of this Agreement.

(10) Disputes

Any controversy or claim arising out of or relating to this Agreement, its execution or breach, and any damages allegedly suffered there from, first shall be submitted to negotiation between the Parties. To facilitate the amicable resolution of any controversy or claim, the aggrieved Party shall document the dispute or misunderstanding by promptly notifying the other Party in writing of the relevant facts, unresolved issues, and the clarification or remedy sought. The other Party shall submit a written position on the matter(s) in dispute within thirty (30) calendar days after being notified of the controversy or claim.

(11) Non-Discrimination

The parties agree to comply with the applicable State and Federal rules governing Equal Employment Opportunity and Non-Discrimination, and immigration.

(12) Notices

Notices shall be in writing and deemed effective when sent, postage prepaid to:

TUSD
Joan Gilbert
Regional Science Center
2025 E. Winsett
Tucson AZ 85719

FOR: Flowing Wells Unified School District District:

Date _____
Name and Title: _____

Date _____
Name and Title: _____

FOR: Tucson Unified School District:

Date _____
Adelita S. Grijalva, Governing Board President

Date _____
Heliodoro T. Sánchez, Ed.D., Superintendent

Date _____
Julie C. Tolleson, General Counsel

** See curriculum matrix

Attachment #1

K-5 Kit Services

- Delivery cost of \$50 to one Flowing Wells Unified School District school and \$5 for each additional Flowing Wells Unified School District school during one day
- K-2 students (3 units/grade level) \$95/unit - \$285 per classroom per year
- 3-5 students (4 units/grade level) \$95/unit (10 week units[3]) & \$55/mini unit-\$340 per classroom per year
- 6-8 students (3 units/grade level) \$695/unit OR ½ Tier for 80 students or fewer at \$350.00/unit

Professional Development Services

- K-8 Foundation Courses (9-15 hours)
\$70 per teacher
- K-8 Foundation Courses (6-8 hours)
\$50 per teacher
- K-5 Science Notebook Study Groups
\$70 per teacher (15 hrs – includes book)
- Additional classes or professional development sessions, as needed and requested (9-15 hours, \$70.00 per teacher)
(Other time frames negotiable between both parties)

Assessment Services

- 1st year of the contract, \$1.00 per student for the use of the benchmark assessments associated with the kits
- 2nd and subsequent contract years, \$.25 cents per student