COST REIMBURSABLE AGREEMENT
BETWEEN
TUCSON UNIFIED SCHOOL DISTRICT
AND
ALTAR VALLEY SCHOOLS

Tucson Unified School District ("TUSD") of Tucson, Arizona agrees to provide services to the Altar Valley Schools during the period July 1, 2015 to June 30, 2018 subject to annual review for performance by both parties. For this purpose, TUSD and Altar Valley Schools mutually agree on the following:

RECITALS

A. Altar Valley Schools desires to enhance its science curriculum by using services available from TUSD, namely, enhancement of science kits currently used in the Altar Valley Schools science curriculum and training in the use of such enhanced science kits ("kits").

B. TUSD currently has the resources and personnel available to provide Altar Valley Schools the enhanced science kits discussed in this Agreement and to provide professional development to Altar Valley Schools’ 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
Altar Valley Schools shall reimburse TUSD for services rendered and costs incurred by TUSD under the terms of this Agreement. TUSD will submit invoices to Altar Valley Schools 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, Altar Valley Schools and will be sent to Altar Valley Schools’ 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 Altar Valley Schools with a copy of the schedule and will inform Altar Valley Schools of any changes thereto within a reasonable time.
- Altar Valley Schools 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
Altar Valley Schools shall reimburse TUSD for services rendered and costs incurred by
TUSD per session, and per teacher. TUSD will provide invoices to Altar Valley Schools 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
Altar Valley Schools 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 will 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 will be held and scheduled to extend the learning of the classroom teachers

(3) Assessment Services
Altar Valley Schools shall reimburse TUSD for services rendered and costs incurred by
TUSD under this Agreement per student for assessment services. TUSD will provide
invoices to Altar Valley Schools 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
Altar Valley Schools 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 Altar Valley Schools must maintain minimum liability and workmen’s compensation insurance as 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 Altar Valley Schools 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 Altar Valley Schools.

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

a. Altar Valley Schools will reimburse TUSD for the cost of any kits TUSD has purchased on Altar Valley Schools behalf under the terms of this Agreement.

b. TUSD will make available to Altar Valley Schools a sufficient number of enhanced science kits in order for Altar Valley Schools 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:
Altar Valley Schools
Julie Waters
Director of Federal Programs and Staff Development

TUSD
Joan Gilbert
2025 E. Winsett
Tucson AZ 85719

FOR Tucson Unified School District:

Date ____________
Name and Title:

Date ____________
Name and Title:

Date ____________
Name and Title:

Date ____________
Name and Title:

Date ____________
Name and Title:

FOR Altar Valley Schools

Date 6/19/2015
Julie Waters, Director of Federal Programs

Date 6/30/15
David Duncan, Superintendent

Date ____________
Name and Title:
Attachment #1

K-5 Kit Services
- Delivery $50 to one school $5 for each additional 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, On-line and Face-to-Face
  $70 per teacher (15 hrs -- includes book)

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