



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: **March 26, 2024**

TITLE: **Approval of Noncompetitive Contract Teacher Dual Enrollment Fund with Arizona Department of Education**

BACKGROUND:

In January 2024, the Educator Recruitment and Retention Unit from the Arizona Department of Education allocated \$500,000 for incentive bonuses for a one-time payout to dual enrollment teachers who meet the following criteria:

1. Qualify to teach a dual enrollment course
2. Provides instruction in at least one dual enrollment course in Fall 2023 and/or Spring 2024

The monies set aside for incentive payouts is the first time any financial incentive has occurred. Currently, dual enrollment teachers do not qualify for the College Credit by Examination Incentive Payout.

Based on the number of qualified teachers submitted to ADE, dual enrollment teachers will receive an incentive bonus up to \$1,000.

The Teacher Dual Enrollment Fund requires participating districts to enter into a noncompetitive contract with the Arizona Department of Education. If approved, qualified dual enrollment teachers will receive the incentive payout prior to the end of the fiscal year.

The contract, accompanying list of teachers in Amphitheater who qualify for the payout, and SPO Form 205 A are attached as part of the Board item

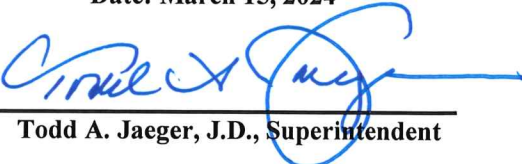
RECOMMENDATION:

This item is presented for the Governing Board's approval, which the administration recommends.

INITIATED BY:


Matthew Munger
Associate Superintendent for Secondary Education

Date: March 15, 2024


Todd A. Jaeger, J.D., Superintendent



Annual Forced Labor of Ethnic Uyghurs Ban Certification for Off-Contract Purchases

State of Arizona
State Procurement Office

Pursuant to A.R.S. § 35-394, written certification is required to show that the entity (hereinafter called the "Contractor") entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

The purpose of this certification is to cover instances in which state agencies have multiple off-contract purchases from the same supplier over the course of a single fiscal year. Instead of asking suppliers to sign a certification each time there is an off-contract purchase, this form may be signed once, but cover the whole fiscal year. To comply with this law, a copy of the current year's certification must be included with the documentation for each off-contract purchase with the Purchase Order Terms and Conditions. To remain compliant with the law, this form must be completed by the supplier prior to each fiscal year.

Please note that if any of the following apply to the Contractor, then the Contractor shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Under A.R.S. § 35-394, all state Contractors must select one of the following:

- The Contractor does not use, and agrees not to use during the current fiscal year or term of the contract (whichever is longer), any of the following:
 - Forced labor of ethnic Uyghurs in the People's Republic of China;
 - Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
 - Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- The Contractor does participate in the use of forced labor of ethnic Uyghurs in the People's Republic of China as described in A.R.S. § 35-394.
- Exempt Contractor: Select all statements that apply to the Contractor:
 - Contractor is a sole proprietorship;
 - Contractor has fewer than ten (10) employees; and/or
 - Contractor is a non-profit organization.

Certification is valid through the end of the current fiscal year (June 30) after the date of signature.

Amphitheater Public Schools

Company Name

701 W. Wetmore

Address

Tucson, AZ, 85705

City, State, ZIP

3-19-2024

Date

Signature of person authorized to sign

Todd A. Jaeger, Superintendent

Printed name and title

tjaeger@amphi.com 520-696-5205

Contact email address

Contact phone number



NONCOMPETITIVE CONTRACT

Contract No: CTRXXXXXX

**ARIZONA DEPARTMENT OF
EDUCATION**
1535 W. Jefferson, Bin # 37
Phoenix, Arizona 85007
(602) 364-2517
(602) 542-3264 Fax

PROJECT TITLE: TEACHER DUAL ENROLLMENT FUND

Effective Date:
Termination Date:

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the contract.

Dated this 26th day of March, 2023⁴

For clarification contact:
Name: Steven Paulson
Phone: (623) 523-7971
Email: Steven.Paulson@azed.gov

Amphitheater Public Schools

Contractor Name

Signature of Person Authorized to Sign

Date

701 W. Wetmore

TODD A. JAEGER

Address

Printed Name

Tucson AZ 85705

Superintendent

City State Zip Code

Title

This Agreement shall henceforth be referred to as Contract No: **CTRXXXXXX**

State of Arizona

Chief Procurement Officer

Revised 6/7/2023

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. CTRXXXXXX

This Agreement is entered into by and between the STATE OF ARIZONA (the "State") acting by and through its Department of Education ("ADE") and **APS** (CONTRACTOR).

1. Uniform Terms and Conditions

The Uniform Terms and Conditions are attached hereto and incorporated into this document by reference, and may be obtained by visiting the State Procurement Office website at:

https://spointra.az.gov/sites/default/files/Uniform%20Terms%20and%20Conditions_r10.4_05-23_0.pdf

2. Purpose of Agreement

The purpose of this agreement is for CONTRACTOR to provide incentive bonuses to high school teachers that provide instruction in at least one dual enrollment course in FY 2024.

3. Term of Agreement

This Agreement is effective from November 1, 2023 through June 30, 2024, and may be renewed in accordance with Section 4 or be terminated in accordance with Sections 9, 10 and 12.

4. Renewal of Agreement

This Agreement may be renewed for additional terms, upon agreement of the CONTRACTOR and ADE, and by both parties signing an Amendment extending this Agreement. ADE shall prepare the Amendment for additional periods for both parties' signatures. The total term of the Agreement, including renewals, shall not exceed five (5) years

5. Scope of Services

ADE and the CONTRACTOR shall perform the obligations agreed to by each as set forth in Attachment "A," attached hereto and incorporated herein by reference.

6. Payment

ADE will pay to Contractor an incentive bonus up to \$1,000 for each qualified teachers who teach a dual enrollment course. Contractor will pay the full amount to each qualified teacher. If monies in the fund are insufficient to fund all bonus awards, the reimbursement is reduced in proportion to each exam's cost.

7. Invoicing

The Contractor shall submit invoices to accountspay@azed.gov and the invoices shall include:

- Company Name
- Complete address
- Telephone Number
- Contact Person
- Purchase Order Number
- Invoice date
- Contract number

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- Invoice Number

The Contractor is responsible to ensure that all invoices submitted for payment are completed with the above information and in strict accordance with the price(s) offered on the Proposal's Cost Form.

8. Changes

This Agreement may only be changed in writing and must be signed by both parties and their duly authorized agents (an Amendment). In the event that state or federal law enacted after the effective date of this Agreement conflicts with any term of this Agreement, controlling law will apply and supersede that/those term(s). The parties agree to promptly consider an appropriate Amendment to the Agreement to remove each conflict.

9. Arbitration

Both parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

10. Breach

This Agreement may be terminated by either party if the other party fails to fulfill its obligations.

11. Termination

Except as otherwise provided, this Agreement may be terminated without cause upon thirty (30) days written notice by either party.

12. Governing Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

13. Non-Availability of Funds

Every payment obligation of the State of Arizona ("State") under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

14. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State of Arizona ("State"), its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (Agreement), without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on

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behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract (Agreement) or any extension of the contract (Agreement) is in effect, an employee or agent of any other party to the contract (Agreement) in any CONTRACTOR or a consultant to any other party of the contract (Agreement) with respect to the subject matter of the contract (Agreement). A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

15. Force Majeure

For the purpose of any of the provisions of this Agreement, the CONTRACTOR shall not be considered in breach of or in default of its obligations under this Agreement as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, fire, floods, epidemics, strikes, lock-outs, freight embargoes and unusually severe weather; it being the purpose and intent of this provision that upon the occurrence of any such enforced delay, the time for performance of the CONTRACTOR's obligations, as the case may be, shall be extended for the period of the enforced delay, provided that the CONTRACTOR shall have notified State in writing of the cause or causes thereof, and requested an extension for the period of enforced delay. If notice by the CONTRACTOR is sent to the State more than thirty (30) days after commencement of the cause, the period of delay shall be deemed to commence thirty (30) days prior to the giving of such notice.

16. Non-Discrimination

The Parties shall comply with Executive Order 2009-09, which mandates that all persons regardless of race, creed, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin, political affiliation or disability.

17. Records

Pursuant to A.R.S. §§ 35-214 and 35-215, the CONTRACTOR shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this Agreement for a period of five years after completion of the Agreement. All Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the CONTRACTOR shall produce the original of any or all such Records.

18. Federal Immigration and Nationality Act.

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

19. E-Verify Requirements.

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In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

19. Clean Air Act, Clean Water Act and Environmental Protection Agency Requirements

If this Agreement is for over \$100,000 in federal monies, CONTRACTOR agrees that it shall comply with all applicable standards, orders, or requirements issued pursuant to Section 306 of the Clean Air Act (42 U.S. Code 1857 et seq., as amended by P.L. 91-604) and Section 508 of the Clean Water Act (33 U.S. Code 1251 et seq., as amended by P.L. 92-500), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the Facilities. By signing this Agreement, CONTRACTOR represents that it will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Clean Water Act and the Clean Air Act, respectively, and all regulations and guidelines issued thereunder. CONTRACTOR further represents that no facility owned or controlled to be used in the implementation of this Agreement is included on the EPA List of Violating Facilities pursuant to 40 CFR, Part 15-20 as of the award date. CONTRACTOR also understands that it shall notify the person specified in Paragraph 23 herein of any communication from the Assistant Administrator of the Environmental Protection Agency indicating that a facility to be utilized for this Agreement is under consideration to be listed of the EPA List of Violating Facilities. Prompt notification is required pursuant to this paragraph. ADE shall report all known EPA violations relating to facilities utilized under the terms of this Agreement to the United States EPA Assistant Administrator for Enforcement and to the Grantor federal agency as soon as they are discovered.

20. Confidentiality

ADE and CONTRACTOR may choose, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this Agreement; provided that the receiving Party's obligations hereunder shall not apply to information that: (A) is already in the receiving Party's possession at the time of disclosure; or, (B) is or later becomes part of the public domain through no fault of the receiving Party; or, (C) is received from a third party with no duty of confidentiality to the disclosing party; or, (D) was developed independently by the receiving party prior to disclosure; or, E. is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The CONTRACTOR shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this Agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this Agreement which involves identifiable individual student data.

21. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by CONTRACTOR in performance of this Agreement shall vest in the State of Arizona.

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22. Public Record

Both parties recognize that work product developed under this Agreement become public information, except as limited by section 18, "Confidentiality."

23. Anti-Lobbying

The CONTRACTOR agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the ADE.

The CONTRACTOR agrees to require all lower tier subcontractors who have agreement exceeding \$100,000.00 to complete the Certification for Federal-aid Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the prime Contractor's agreement with the ADE. Lower tier certifications are to be maintained by the CONTRACTOR.

24. Notices

Unless otherwise expressly provided herein, any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three days after the notice is deposited in the United States mail addressed as follows:

Todd A. Jaeger
Amphitheater Public Schools
If to CONTRACTOR: 701 W. Wetmore, Tucson, AZ, 85705
(520) 696-5205 tjaeger@amphi.com
If to ADE: Bruce DuPlanty
Arizona Department of Education
1535 West Jefferson
Phoenix AZ 85007
(602) 364-2348
[Bruce DuPlanty@azed.gov](mailto:Bruce.DuPlanty@azed.gov)

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, facsimile number or the person to receive notice by notifying the other parties as provided in this paragraph.

25. Entirety of Agreement

This Agreement represents the entire Agreement between the parties and supersedes or replaces all prior letters, correspondence, communication, negotiations, Agreements or proposed Agreements written or oral.

26. Participation in Boycott of Israel

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

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27. Participation in Forced Labor of Ethnic Uyghurs Ban

Contractor warrants that it is in compliance with the A.R.S. § 35-394.

28. Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

29. Insurance Requirements

29.1.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

29.1.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

29.2 Minimum Scope of Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

29.2.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

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- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

- a. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.
- b. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
- c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

29.2.2 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate

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waiver form (Sole Proprietor or Independent Contractor).

29.2.3 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000
 - a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
 - b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - c. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

29.3 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 29.3.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 29.3.4 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

29.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

29.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved

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non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

29.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 29.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 29.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 29.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

29.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

29.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

29.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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1535 West Jefferson Street, Bin 37
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ATTACHMENT A

SCOPE OF WORK

CONTRACT NO. CTRXXXXXX

1.0 ADE MISSION STATEMENT AND PURPOSE

The Arizona Department of Education is a service organization committed to raising academic outcomes and empowering parents.

2.0 BACKGROUND

The State Budget for FY 2024 provided \$500,000 for a Dual Enrollment Teacher Development Fund (Fund) This fund is to be used to provide an incentive bonus up to \$1,000 to qualified teachers who teach a dual enrollment course. If monies in the fund are insufficient to fund all bonus awards, the reimbursement is reduced in proportion to each exam's cost.

3.0 PURPOSE

The purpose of this Contractor is to enter into contracts with the Contractor LEA to provide payments from the Fund to eligible teachers.

4.0 CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 4.1 Provide all services in a manner that advances the vision of the Arizona Department of Education, "The Arizona Department of Education is a service organization committed to raising academic outcomes and empowering parents."
- 4.2 Track teacher eligibility to participate in the Fund, including the following information:
 - 4.2.1 The name of the teacher;
 - 4.2.2 The dual enrollment class taught;
 - 4.2.3 The dates of the dual enrollment class; and
 - 4.2.4 The post-secondary institution with which the dual enrollment class was taught.
- 4.3 Report eligible teachers for the Fund to ADE on the form attached hereto as Exhibit B by June 1, 2024.
 - 4.3.1 Dual enrollment classes currently being taught but not completed at the time the Report is provided to ADE shall be included.
 - 4.3.2 The column headed "Date that funds allocated were provided to teacher" will not be completed at this stage.
 - 4.3.3 Accompany the Report with a complete and accurate invoice for the requested amount of reimbursement.
- 4.4 Pay the amount provided by ADE to the eligible teacher at the next regular scheduled payday after receipt of the funds from ADE.
- 4.5 Update the previously submitted form, including the date the funds allocated were provided to the teacher, and resubmit the form to ADE within 14 days of payment to the eligible teacher.

5. ADE Responsibilities:

ADE will:

ATTACHMENT A

SCOPE OF WORK

CONTRACT NO. CTRXXXXXX

- 5.1 Review the Report from Contractor and determine both teacher eligibility and the appropriate reimbursement amounts for each eligible teacher.
- 5.2 Upon the determination of teacher eligibility and the appropriate amount of reimbursement, remit the ADE determined amount to Contractor.

6. Required Reports:

Contractor shall:

- 5.1 Report eligible teachers for the Fund on the form attached hereto as Exhibit B by June 1, 2024.
- 5.2 Update the previously submitted form, including the date the funds allocated were provided to the teacher, and resubmit the form to ADE within 14 days of payment to the eligible teacher.

Exhibit B: SB 1717 Dual Enrollment Teacher Incentive Reporting and Attestation

LEA Name: Amphitheater Public Schools	Name of person at LEA filling out/verifying this information: Matt Munger
LEA Remit-to address: 701 W. Wetmore, Tucson, AZ 85705	Position at LEA: Associate Superintendent for Secondary Education
	Email address: mmunger@amphi.com
PO NUMBER (ADE USE ONLY)	* If the LEA requires an invoice number for tracking purposes, the LEA can enter one. ADE will provide a PO number once this spreadsheet has been returned, verified, and funds are ready for distribution.
* Invoice Number (if applicable):	

Last Name	First Name	Educator ID #	Teaches at least one dual enrollment course Y/N	Qualified to teach dual enrollment course Y/N	Name of post secondary institution that dual enrollment course was taught	Amount to be paid (ADE USE ONLY)	Date that funds allocated were provided to teacher (LEA fills in and returns to ADE by May 30, 2024)
Altemara-Arnold	Sara		Y	Y	University of Arizona		
Anderson	Katie		Y	Y	Pima Community College		
Brown	Karen		Y	Y	Pima Community College		
Gowen	Jean		Y	Y	Pima Community College		
Griffith	Heather		Y	Y	Pima Community College		
Manno	Theodore		Y	Y	University of Arizona		
Marcisak	Adrianna		Y	Y	University of Arizona		
McElhinney	Judith		Y	Y	Pima Community College		
McGowan	Alissa		Y	Y	Pima Community College		
Meitner	Nick		Y	Y	Pima Community College		
Murrell	Marley		Y	Y	Pima Community College		
Rubelmann	Eileen		Y	Y	Pima Community College		
Shugert	Carmen		Y	Y	University of Arizona		
Slattery	Ruth		Y	Y	Pima Community College		
Stoxen	Amanda		Y	Y	Pima Community College		
Summons	Sjana		Y	Y	Pima Community College		
Tarbet	Jeremy		Y	Y	Pima Community College		