

CONTRACT AGREEMENT FOR EDUCATIONAL SERVICES
(Contract #1878)

This Agreement is entered into as of 11/17/2020, 2020 made between **GRADUATION SOLUTIONS LLC**, a limited liability company organized under the laws of the State of Arizona (hereinafter referred to as "GS") and **COCHISE COUNTY SUPERINTENDENT** (hereinafter referred to as "CCS") for the 2021-2024 school years. The Dropout Recovery Program runs from July 1 through June 30. GS and CCS shall collectively be referred to as the "Parties."

Whereas, CCS wishes to contract with GS for the provisions of Dropout Prevention and Recovery Services from GS for high school students under the jurisdiction of the Arizona Department of Education and CCS pursuant to the provisions of Arizona Revised Statutes §15-901.06 and related administrative codes and regulations.

Therefore, in consideration of the foregoing mutual agreements and representations set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereto agree as follows:

1. COURSE OFFERINGS Dropout Recovery Program

GS shall identify courses that qualify for diploma programs and upon successful completion will grant credits that may be applied to meet the qualifications of the "Written Plan" for each student. GS and CCS will verify competencies (minimum qualification) required for transcribed credit. All competencies required by GS will be included in the curriculum of the course taught in the program.

GS will only utilize instructors who meet the minimum State of Arizona teaching requirements, including being "Highly Qualified". The courses taught under this program will be taught primarily online with instructor guidance and with tutoring options and in-person meetings available. Field trips and/or other experiences will be included in the course as determined appropriate by GS.

2. STUDENT ELIGIBILITY – Dropout Recovery Program

Students meeting the following requirements shall be eligible to participate in this program:

- a. All students must be high school age (16 – 22 years of age) at the time of registration in the program for transcribed credit;
- b. All students must not have been enrolled in a high school for 30 days prior to entering the program, unless they meet the requirements of A.R.S. §15-901.06;
- c. Students must complete the required courses of their "Written Learning Plan" and meet all state requirements to graduate; and
- d. Students must meet "Satisfactory monthly progress" requirements as required under Arizona law.

3. GS RESPONSIBILITIES – Dropout Recovery Program

GS shall provide the following:

- a. Maintain its accreditation by a regional accrediting body throughout the term of this Agreement. GS has provided a copy of its current regional accreditation to CCS.
- b. Appropriate and sufficient support systems for students, including mentoring, tutoring, and career and college counseling.

- c. A well designed curriculum aligned to the Arizona College and Career Readiness academic standards.
- d. Access to technology;
- e. Teachers holding a current fingerprint clearance card pursuant to § 15-534, and for core subjects, being "highly qualified" in the subjects to which they are assigned.
- f. Standardized testing as required by federal and state law.
- g. Reports required by the State of Arizona.
- h. Official notification to CCS, upon completion of the "Written Plan", of the names of students and the final credits awarded.
- i. Provide each eligible student with a Written Learning Plan developed by the student's assigned mentor. The Written Learning Plan shall include the following elements:
 - The start date and anticipated end date of the plan.
 - Courses to be completed by the student during the academic year.
 - Specification as to whether courses will be taken sequentially or concurrently.
 - A description of competency exams to be taken, as necessary.
 - A description of expectations for satisfactory monthly progress.
 - A description of expectations for contact with the student's assigned mentor.
- j. In a timely manner for CCS to meet its report obligations, produce reports required by CCS for state or federal law.
- k. Compliance with federal and state laws applicable to students with disabilities.
- l. Courses to allow students to meet state requirements for high school graduation.
- m. The opportunity to attend local tutoring sessions.
- n. Enroll 250 students into the program within 3 months of ADE approval, fundability and inception and maintain that at a minimum for the remainder of the year.

Advertising:

GS may conduct outreach to encourage students who are not currently enrolled in a school district or charter school in this state to return to school. GS shall not conduct advertising or marketing campaigns directed at students who are currently enrolled in a school district or charter school, or undertake any other activity that encourages students who are currently enrolled in a school district or charter school to stop attending school in order to qualify for a dropout recovery program. Students that are recruited by GS will be placed in the school best suited for the student based on GS's sole discretion.

4. CCS RESPONSIBILITIES – Dropout Recovery Program

CCS shall provide the following:

- a. The names and contact information of students that have dropped out of the school over the last three years. If the student is re-engaged they will be assigned to CCS.
- b. Reports must be submitted by CCS by the monthly deadline ADE requires and submitted at the same time as other data required pursuant to A.R.S. § 15-1042. Failure to meet this deadline as a result of CCS actions, will result in CCS being responsible for GS's invoice regardless of whether CCS received state funds.
- c. Payment of all GS invoices within thirty (30) days of CCS'S receipt of monthly state funds disbursement.
- d. Adequate administrative personnel necessary for the success of the program.

- e. Apply credits to student transcripts and provide diploma upon graduation for students completing the program and meeting the state's requirements.
- f. Utilize GS exclusively for the management and operation of the Dropout Recovery Program.
- g. Have approval from the Arizona Department of Education to operate and fund a dropout recovery program through the state.

5. DISCRIMINATION

The Parties certify that neither will discriminate against employees, enrollees, or applicants for employment or enrollment based on age, race, color, sex, creed, handicap, political persuasion, ancestry, religion or sexual orientation, except where there is a bona fide occupational qualification.

6. PROPRIETARY INFORMATION

a. During the term of this Agreement, CCS agrees that it may have access to information that is proprietary or confidential to GS, including but not limited to, any curriculum or other materials used or developed as part of this Agreement. All such information or materials will be deemed to be proprietary and confidential.

b. If the assigned teacher is employed by GS, that GS employee performing under this Agreement shall remain under the exclusive control of GS.

c. This Section for maintaining in confidence the confidential and proprietary information shall survive the termination of this Agreement for a period of three (3) years.

7. JOINT CCS AND GS RESPONSIBILITIES

a. The Parties agree to maintain written records, submit written reports, comply with all the legal requirements governing the administration of this program and take actions necessary to facilitate the success of the program. Provide access to any auditors or agencies that would have a specific and justifiable need to see student information. Provide student demographic data for CCS student management system which CCS will submit to ADE. GS will provide CCS with login credentials to view student files. CCS will input any necessary data into their student management system that is required by ADE and GS will assist as able.

b. If grant funds are used to fund or support all or part of the fees and/or costs related to the services covered by this Agreement, the Parties agree to comply with all applicable rules, regulations, policies or directives to ensure compliance with that grant as it applies to the services covered by this Agreement.

c. Assurance that CCS will timely submit all reports provided by GS to ensure that GS's invoices are paid within thirty (30) days of state funds disbursement.

8. INDEMNITY AND INSURANCE

a. GS and CCS mutually agree to defend, hold harmless, and indemnify each other against any and all claims or losses arising from the acts or omissions of GS or CCS, its agents or employees pertaining to the activities carried out pursuant to the obligations of this Agreement, including but not limited to claims or losses resulting in injury to persons or property. In this paragraph, claims or losses include but are not limited to attorney fees, whether or not there is litigation, costs, damages, claims, expenses, or other claims of liability. The provisions of this paragraph shall not apply to claims or losses to the extent that such losses or claims are caused by CCS or any of its agents or employees.

b. GS agrees that, in order to protect itself as well as CCS under the indemnity provision set forth in subparagraph 8(1) above, GS will at all times during the term of this Agreement or any renewal thereof,

to maintain a liability insurance policy issued by a company authorized to do business in the State of Arizona and licensed by the Arizona Insurance Department in the minimum amount of \$1 Million per occurrence, \$2 Million annual aggregate. Upon the execution of this Agreement, GS will furnish CCS, at its request, with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against CCS upon any matter covered by the indemnity provision in subparagraph 8(a) above, CCS shall, within five working days, cause notice in writing thereof to be given to GS by certified mail, addressed to the address in this provided agreement.

9. RATE AND BILLING

a. The parties agree to a payment process to coincide with the disbursement of funds by the Arizona Department of Education. GS will submit an invoice to CCS for students that are "progressing" in the program. The cost per student credited to GS will be the funding for the students in the program. Funding is based on the amount of funding progressing students in the program are calculated to receive, which shall not be reduced by reductions to CCS caused by penalties imposed by the state or any overpayments by the state for anything that is unrelated to the drop out recovery students.

b. The Dropout Recovery Program is operated and funded separate and apart from CCS'S other schools or entities. CCS will pay GS's invoices within 30 days of the state funds disbursement to CCS monthly. CCS and GS will coordinate efforts in developing payment calculations in advance of receipt of funds. CCS will provide detailed statements showing funds received associated with this program. CCS will be billed at the end of the month the student progress reports are processed by GS.

c. Payments are due to GS within thirty (30) days of receipt by CCS of the invoice. CCS shall retain 10% per progressing student per month for each month that a student is in the Program and is funded by the state for students GS enrolls and 20% for students that come from the county website and marketing efforts. GS shall receive the remaining sum received by CCS each month for each progressing student who is in the Program and is funded by the state.

10. INDEPENDENT CONTRACTOR

Nothing in this agreement shall create an employer/employee relationship between CCS and GS. The parties are independent contractors.

11. DURATION OF AGREEMENT

This Agreement shall commence on execution of the Agreement by the Parties and expire June 30, 2024 unless the agreement is extended or renewed. CCS may opt out of the agreement after the 21/22 school year for cause, if they provide GS 60 days notice and give GS the opportunity to correct any deficiencies within the 60 days notice.

12. AUTHORITY

Each person executing the Agreement on behalf of a Party hereby represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party, and that when so executed and delivered, this Agreement will be binding upon and enforceable against that Party.

13. ENTIRE AGREEMENT

This Agreement represents the entire agreement of the Parties with respect to its subject matter. Neither Party has made any representations, warranties, inducements, oral agreements except as expressly set forth herein. Any attempt at oral modification of this Agreement shall be void and of no effect.

14. GOVERNING LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Arizona, without regard to any applicable principles of conflicts of law. In the event of any judicial proceeding to enforce any provision of this Agreement, the prevailing party shall be reimbursed by the other party for its reasonable attorneys' fees, expenses, and costs of investigation.

15. ATTORNEYS FEES

In the event of any judicial proceeding to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, expenses, and costs of litigation.

16. NOTICES

All notices required by this Agreement shall be personally delivered or sent by certified mail, return receipt requested, addressed to a party at its address set forth herein, or at such other address as may be designated to the other party in accordance with this paragraph. A notice shall be deemed effective when received.

COCHISE COUNTY SUPERINTENDENT

Jacqui R. Clay
"Authorized Signer" Printed Name

[Signature]
Signature

November 19, 2020
Date

COCHISE COUNTY BOARD OF SUPERVISORS

ANN ENGLISH VICE CHAIRMAN
Thomas E. Borer, Chairman or Authorized Signer
Cochise County Board of Supervisors

Ann English 11-17-2020
Signature

November 17, 2020
Date

GRADUATION SOLUTIONS LLC

Jim Lee
Chief Executive Officer or Executive Director
Printed name

[Signature]
Signature

11-19-2020
Date