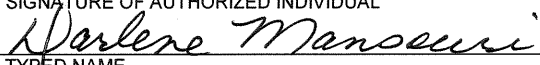
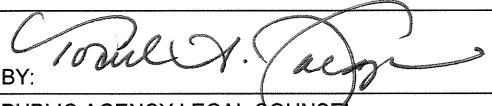


Intergovernmental Agreement CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) Pima County Amphitheatre Public Schools 701 West Wetmore Road Tucson, AZ 85705	2. CONTRACT ID NUMBER ADES14-063098
3. AMENDMENT NUMBER Two (2)	
4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT <p>The purpose of this Amendment is to add funding, revise the contract reimbursement ceiling, and add a new project plan. Pursuant to the Intergovernmental Agreement (IGA), Section 4.0, <u>Amendments or Modifications</u> and Section 7.0, <u>Manner of Financing</u>:</p> <p>Funding</p> <ul style="list-style-type: none"> • The contract reimbursement ceiling for the period of August 15, 2014 through August 14, 2015 is \$13,340. • The cumulative contract reimbursement ceiling is revised from \$60,000 to \$64,833.10, and includes an adjustment for an under expenditure in the amount of \$8,506.90 from the prior contract period. <p>Therefore, the Itemized Service Budget for the period of August 15, 2014 through August 14, 2015 is added and attached.</p> <p>Project Plan</p> <ul style="list-style-type: none"> • The new Project Plan for the period of August 15, 2014 through August 14, 2015 is added and attached. 	
5. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.	
6. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	7. NAME OF CONTRACTOR Pima County Amphitheatre Public Schools
SIGNATURE OF AUTHORIZED INDIVIDUAL	SIGNATURE OF AUTHORIZED INDIVIDUAL 
TYPED NAME	TYPED NAME Darlene Mansouri
TITLE	TITLE Title I Director
DATE	DATE February 2, 2015
IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.	
ARIZONA ATTORNEY GENERAL'S OFFICE	
BY:	BY: 
ASSISTANT ATTORNEY GENERAL	PUBLIC AGENCY LEGAL COUNSEL
DATE:	DATE: 2/3/15

PROJECT PLAN

LEA:	Amphitheater Public Schools	Contract Period:	August 15, 2014 – August 14, 2015
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I. Quantitative Data

Provide the most current data on the number of K-12 students identified with a refugee need in the Student Accountability Information System (SAIS).

During the 2013-14 school year, Amphitheater Public Schools had 143 refugee students enrolled at our 19 schools across Grades K-12. Ninety-nine percent (99%) of our refugee students attend three schools: Amphitheater High School (55), Amphitheater Middle School (28), and Prince Elementary (59). The refugee students residing in the district have a critical need for language development as most speak a language other than English. Currently, refugee students in our district speak one of the following languages: Arabic, Nepali, Somali, Swahili, Tigrinya, Karenni, Kinyarwanda, Farsi, French, and Maay. Amphitheater Public Schools also knows that our district has more than 55 pre-school aged refugee children in the community; who will be attending school in the next two years.

Academic progress data is collected for every refugee student enrolled in an Amphitheater school. The data is used to track their development including: Arizona English Language Learner Assessment (AZELLA), to assess language proficiency; Dynamic Inventory of Basic Early Literacy Skills (DIBELS) for Grades K-2 to assess reading skills; Northwest Evaluation Association Measure of Academic Progress assessment (MAP) for Grades 3-0 to assess reading and mathematics skills; and the Arizona Instrument to Measure Standards (AIMS) assessment used in Grades 3-9 to assess reading, mathematics, writing, and science. The AIMS assessment concluded with the 2013/14 school year and in the spring of 2015, students will take the first round of the new state assessment AzMERIT: Arizona's Measurement of Educational Readiness to Inform Teaching.

Data indicates the following areas of academic need for refugee students in the Amphitheater Public School District:

- Approximately, ninety-eight (98) % of refugee students tested in the Pre-Emergent, Emergent, Basic or Intermediate proficiency levels on the AZELLA assessment.
- Nearly, nineteen (19) % of refugee students demonstrated were able to reclassify out of the LEA's English Language Development Program by scoring proficient on the AZELLA Spring 2014 assessment.
- Only 12% of the refugee students taking the AIMS math assessment (Grades 3-12) demonstrated grade level proficiency.
- Seventeen percent (17%) of the refugee students taking the AIMS reading assessment (Grades 3-12) demonstrated grade level proficiency.
- A larger percent of refugee students scored approaching in the AIMS reading assessment than in mathematics, (56% approaching in reading compared to 11% in mathematics).

The goal of Amphitheater Public Schools is to use grant funds to:

Increase parent involvement with parents of refugee students via increased parent communication regarding academic expectations (policies, procedures, and learning activities), as well as, transitioning refugee students into the formal education process for the purpose of improving student achievement of refugee students in reading, writing, mathematics, and science.

The Bilingual Clerk (Bilingual Interpreter /Bicultural (Arabic) – the LEA's largest group of refugees) position will increase parent communication between school and home to improve student achievement and parent involvement in the educational process. This is especially important with the new Arizona College and Career Ready Standards and the high expectation for refugee children to quickly become proficient in English as evidenced by their AZELLA score and meeting state academic standards on the new AzMERIT assessment. Parents will need guidance on how to support their child at home in order to promote the development of their child within these new robust standards and fully participate in their child's school related issues.

9. INDIRECT COSTS

<u>Item</u>	<u>Basis</u>	<u>Total Cost</u>	<u>ADES Cost</u>
4.61% IDC to include county IDC		587	587
	Subtotal		
[Insert Name of School and Project]			
	Subtotal		
[Insert Name of School and Project]			
	Subtotal		
TOTAL INDIRECT COSTS:		\$587.00	\$587.00
TOTAL COSTS:		\$13,340.00	\$13,340.00

REVENUE SOURCES:	<u>Total Cost</u>	<u>ADES Cost</u>
ADES Refugee Resettlement Program	13,340	13,340
TOTAL REVENUES:	13,340	13,340

5. SPACE

<u>Item</u>	<u>Basis</u>	<u>Total Cost</u>	<u>ADES Cost</u>
[Insert Name of School and Project]			
	Subtotal		
[Insert Name of School and Project]			
	Subtotal		
[Insert Name of School and Project]			
	Subtotal		
TOTAL SPACE:		0	0

6. EQUIPMENT

<u>Item</u>	<u>Basis</u>	<u>Total Cost</u>	<u>ADES Cost</u>
[Insert Name of School and Project]			
	Subtotal		
[Insert Name of School and Project]			
	Subtotal		
[Insert Name of School and Project]			
	Subtotal		
TOTAL EQUIPMENT:		0	0

7. MATERIALS AND SUPPLIES

<u>Item</u>	<u>Basis</u>	<u>Total Cost</u>	<u>ADES Cost</u>
[Insert Name of School and Project]			
	Subtotal		
[Insert Name of School and Project]			
	Subtotal		
[Insert Name of School and Project]			
	Subtotal		
TOTAL MATERIALS AND SUPPLIES:		0	0

8. OPERATING SERVICES

<u>Item</u>	<u>Basis</u>	<u>Total Cost</u>	<u>ADES Cost</u>
[Insert Name of School and Project]			
	Subtotal		
[Insert Name of School and Project]			
	Subtotal		
[Insert Name of School and Project]			
	Subtotal		
TOTAL OPERATING SERVICES:		0	0

Subtotal

TOTAL TRAVEL: 0 0

ITEMIZED SERVICE BUDGET

Contractor:

Contract Period: 8/15/14 - 8/14/15

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	% Allocated to the Service	Total Cost	ADES Cost
Amphitheater Public Schools - Student Achievement / Parent Involvement Program						
		Bilingual Clerk Arabic Interpreter / Translator				
1	0.6		\$11,240.00	100%	\$11,240.00	\$11,240.00
Subtotal						
[Insert Name of School and Project]						
Subtotal						
[Insert Name of School and Project]						
Subtotal						
TOTAL PERSONNEL:					\$11,240.00	\$11,240.00

2. EMPLOYEE RELATED EXPENSES

Item	Basis	Total Cost	ADES Cost
Amphitheater Public Schools - Student Achievement / Parent Involvement Program			
	Bilingual Clerk Arabic Interpreter / Translator		
1	0.6	\$1,513.00	\$1,513.00
Subtotal			
[Insert Name of School and Project]			
Subtotal			
[Insert Name of School and Project]			
Subtotal			
TOTAL EMPLOYEE RELATED EXPENSES:		\$1,513.00	\$1,513.00

3. PROFESSIONAL AND OUTSIDE SERVICES

Item	Basis	Total Cost	ADES Cost
[Insert Name of School and Project]			
Subtotal			
[Insert Name of School and Project]			
Subtotal			
[Insert Name of School and Project]			
Subtotal			
TOTAL PROFESSIONAL AND OUTSIDE SERVICES:		\$0	\$0

4. TRAVEL

Item	Basis	Total Cost	ADES Cost
[Insert Name of School and Project]			
Subtotal			
[Insert Name of School and Project]			
Subtotal			
[Insert Name of School and Project]			

Provide programs that address such challenges to socio-cultural adjustment as bullying, dating violence, and teen suicide through proven approaches that yield substantial improvement in students' social adjustment and academic success.

Provide programs that result in at least 35 percent of refugee students achieving the necessary academic progress to meet Arizona's academic standards to include, at a minimum, AIMS and AZELLA testing.

[] Behavioral health interventions for refugee children

Collaborate with parents, VOLAGs, MAAs, and refugee specific behavioral health providers to identify and refer refugee children who appear to have behavioral health issues to linguistically and culturally appropriate behavioral health providers.

Ensure that 100 percent of refugee parents with students identified as experiencing behavioral health issues are provided information on culturally and linguistically appropriate behavioral health providers.

Ensure that 100 percent of refugee parents requesting assistance with their children's behavioral health issues will receive information on culturally and linguistically appropriate education interventions (such as individual or group counseling).

[] Summer program activities

Provide a minimum of two (2) activities to support remedial work and promote school readiness in conjunction with such activities as field trips, sports and summer camps.

[X] Parental involvement programs

Conduct parent training sessions and/or parent support groups that advance student academic support by assisting parents in understanding school policies, procedures, and their children's learning activities (classroom structure, homework, etc.).

Provide at least three (3) comprehensive trainings that advance parents' understanding of school policies, procedures, and their children's learning activities.

Ensure that 60 percent of refugee parents participate in at least one parent training opportunity.

Ensure that 100 percent of refugee parents are afforded information (in their identified language) that provides an overview of school policies, procedures and learning activities and explains the importance of parental involvement in students' success.

[X] Interpretation and translation services

Provide linguistically appropriate services to 100 percent of refugee students and their parents to include interpretation and translation services for appropriate crisis intervention, counseling, parent/teacher conferences and other school communications.

Utilize Bilingual/bicultural counselors, as appropriate.

[] Interventions for children with learning disabilities

Identify refugee students impacted by learning barriers and ensure appropriate testing and linkages to the sponsoring VOLAG, mainstream public entities (such as the Division of Developmental Disabilities), and/or private agencies that may assist students in surmounting obstacles to their academic progress and adjustment within the school environment.

III. Program Evaluation

Explain the strategy that will be utilized to determine that progress is being made toward project goals.

- (a) Data will be collected, analyzed, and evaluated to determine the extent to which refugee students demonstrate growth in their language development, as well as, their cognitive development (e.g., DIBELS, AZELLA, NWEA MAP and AIMS (AzMERIT)). Data will be collected as pre-test and post-tests with growth measured to determine any increase in student achievement. Data will also be used diagnostically by classroom teachers to appropriately place refugee students in Grades K-12 in curricular materials.
- (b) Parent contact documentation, classroom schedules, referral documentation and file notations will be used to determine progress with family contacts.

This grant application, if approved, will be coordinated with other district funding to fund other programs for refugees based on their needs. Research has shown that early intervention is critical in vocabulary and language development. Towards this goal the district will utilize other funds not reflected here to provide evening English Classes for Parents and promote development for pre-school aged children (birth to age 5) through their Parent as Educators Program. Additionally, due to the large number of refugee students with unique language and development needs, the district will fund additional positions to provide supplemental support for refugee students in the classroom with funds available outside of this grant application.

II. Program Design

A) Identify and justify a specific need(s) related to refugee school-age children.

B) Identify the proposed project(s) selected from the list below, and describe: 1) the applicable allowable activities that will be provided to address the need(s) and 2) the strategies that will be used to implement those activities.

A) The goal of Amphitheater Public Schools is to use grant funds to:

Increase parent involvement with parents of refugee students by hiring a full-time Interpreter/Translator (this grant will provide 0.5 FTE of the position and other funding for the remaining 0.5 FTE) to support: (a) classroom instruction with teachers of refugee students at Amphitheater High School, Amphitheater Middle School and Prince Elementary for the purpose of improving student achievement of refugee students in reading, writing, mathematics, and science; and (b) to support parent communication regarding academic expectations (policies, procedures, and learning activities), as well as, the transition process into the formal education process for refugee students.

B) Strategies and Activities to include are as follows:

- (a) In classroom support by sitting beside students, meeting with them individually or in small groups to answer questions or provide the bridge in understanding from their native language to English, and utilizing the learning strategies presented by the Highly Qualified Teacher for the classroom.
- (b) Providing linguistically appropriate services for refugee families to include interpretation and translation services for finding appropriate community resources and understanding the registration process, parent/teacher conferences and other school communications.

[] Supplemental English Language Development (ELD)

Provide supplemental ELD at various proficiency levels to address students' needs, including enterprising approaches, with at least 35 percent of refugee students demonstrating an increase of at least one level in their English language proficiency after 12 months.
Partner with community colleges and/or community-based organizations in the provision of ELD for parents.

[] After-school tutorials

Provide tutorials that augment refugee students learning in the classroom and provide regular opportunities and resources for assistance with homework completion.
Provide services that shall improve student reading and writing skills with the goal of 50 percent of refugee students achieving academic progress.
Ensure services demonstrate a 35 percent increase in refugee student participation in afterschool programs extracurricular activities, and/or peer mentorship opportunities by the end of the school year.

[] Focused high school completion programs

Implement services that will advance refugee students' full and substantive participation in public schools.
Provide technical assistance to participating schools to surmount barriers to refugee students' academic progress and adjustment within the school environment.
Provide students with opportunities for mentoring and leadership in their school, including extra-curricular activities.



DEPARTMENT OF ECONOMIC SECURITY
Your Partner for A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and Amphitheater Public Schools ("Contractor").

WHEREAS the ADES is duly authorized to execute and administer contracts under A.R.S. § 41-1954; and

WHEREAS the Contractor is duly authorized to execute and administer contracts under ARS. § 15-342; and


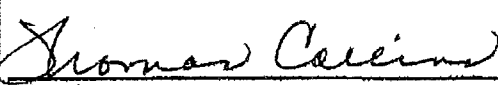
WHEREAS the ADES and the Contractor are authorized by A.R.S. § 11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract;

THEREFORE, the ADES and Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.


FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF AMPHITHEATER PUBLIC
SCHOOLS:

	
Procurement Officer Signature	Signature
<u>Steven Paulson</u>	<u>Thomas Collins</u>
Printed Name	Printed Name
<u>Procurement Manager</u>	<u>Director</u>
Title	Title
<u>1/17/2014</u>	<u>9/25/13</u>
Date	Date
<u>ADES14-063098</u>	
ADES Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. § 11-952, THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: 
Assistant Attorney General

Date: 1/21/14

By: 
Public Agency Legal Counsel

Date: 10-3-13

1.0 ADES VISION AND MISSION STATEMENTS

- 1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.
- 1.2 ADES Mission: The Arizona Department of Economic Security (ADES) promotes the safety, well-being, and self sufficiency of children, adults, and families.

2.0 Parties

- 2.1 This Intergovernmental Agreement (IGA) is between the ADES and Amphitheater Public Schools.

3.0 TERM OF AGREEMENT

3.1 TERM

The term of this Agreement shall begin on date of last signature and shall end on August 14, 2014, unless otherwise agreed upon by both parties in writing.

3.2. EXTENSION

This agreement may be extended through a written amendment by mutual agreement of the parties.

3.3. TERMINATION

- 3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

- 4.1 This agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.
- 4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - 1. Change of telephone number.
 - 2. Change in authorized signatory.
 - 3. Change in the name and/or address of the person to whom notices are to be sent.

5.0 DEFINITIONS

- 5.1 See Exhibit A.

6.0 PURPOSE OF AGREEMENT

- 6.1 The purpose of this agreement is to provide funding to Amphitheater Public Schools to serve refugee school-aged children between the ages of five (5) and eighteen (18), who are in the United States for three (3) years or less, and their families, and who are defined as an eligible beneficiary. Children seeking to participate in projects funded under this agreement must provide documentation of their eligible beneficiary status. Projects may be provided directly by the Contractor, or through its Local Education Agency(ies) (LEA).

7.0 MANNER OF FINANCING

- 7.1 The Contract is funded through the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement, Refugee School Impact Grant.
- 7.2 The Contract reimbursement ceiling for the initial term is identified as the Total ADES Cost on the Itemized Service Budget.
- 7.3 The Contract reimbursement ceiling for subsequent terms of the agreement may vary from initial amount.
- 7.4 Funding may not be used to supplant other federal resources.
- 7.5 Construction and renovation costs are not allowable under these program/agreements.
- 7.6 These funds must relate to the education of refugee school-aged children.

8.0 SERVICE DESCRIPTION

- 8.1 This service promotes efficiency through the cooperation and collaboration of multiple entities concerned with the same issue or need.

9.0 RESPONSIBILITIES

- 9.1 The ADES and the Contractor agree as follows:
 - The Contractor shall:
 - 9.1.1 Provide services in a culturally relevant and linguistically appropriate manner for the population to be served.
 - 9.1.2 Communicate with ADES staff electronically through email to convey Microsoft based text and spreadsheet documentation to provide required statistical reports and general communication. Acceptable formats include

- doc document (Microsoft Work 2000, XP or 2003) .xls spreadsheet (Microsoft Excel 200, XP or 2003) and .pdf (Adobe Acrobat portable documents format).
- 9.1.3 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for RRP (Refugee Resettlement Program) reports, and to ensure that there is no disruption or degradation of services provided.
- 9.1.4 Cooperate with RRP in annual monitoring of participating schools including assistance with coordinating on-site visits.
- 9.1.5 Provide the assigned ADES Contract Specialist backup contact information for any absences of District Contact.
- 9.1.6 Utilize appropriate system to:
- Identify eligible refugee students ages five (5) years through eighteen (18) years who have been in the United States three (3) years or less.
 - Follow and report to ADES participating refugee students' progress in reaching project goals.
 - Inform RRP about processes for expanding the scope and effectiveness of project goals.
 - Provide RRP with statistical and aggregate data.
- 9.1.7 Implement projects that provide one or more of the following services:
- Supplemental English Language Development (ELD);
 - After-school tutorials
 - Focused high school completion programs
 - Behavioral Health Interventions for Refugee Children
 - Summer program activities
 - Parental involvement programs
 - Interpretation and translation services
 - Interventions for children with learning disabilities
- 9.1.8 Cooperate with RRP in collaborative efforts associated with various refugee-related school coordinators and other refugee education stakeholders.
- 9.1.9 Foster collaboration among Voluntary Agencies (VOLAGs), Mutual Assistance Associations (MAAs), and other refugee service providers.
- 9.2 The Contractor shall, with regards to the following criteria, provide the following:
- 9.2.1 Student Accountability Data
- Collect student accountability data and provide a semi-annual report to the ADES by February 15th and August 15th that includes the following information:
 - The number of refugee children attending its LEA's schools ages five (5) years through eighteen (18) years who have been in the United States three (3) years or less.
 - Aggregate data related to refugee students' class participation and academic progress.
- 9.3 The Contract shall develop and implement projects based on the following allowable service areas and corresponding outcomes:
- 9.3.1 Supplemental English Language Development (ELD)
- Provide supplemental ELD at various proficiency levels to address students' needs, including enterprising approaches, with at least thirty-five (35) percent of refugee students demonstrating an increase of at least one level in their English language proficiency after twelve (12) months.
 - Partner with community colleges and/or community-based organizations in the provision of ELD for parents.
- 9.3.2 After-school tutorials
- Provide tutorials that augment refugee students learning in the classroom and provide regular opportunities and resources for assistance with homework completion.
 - Provide services that shall improve student reading and writing skills with the goal of fifty (50) percent of refugee students achieving academic progress.
 - Ensure services demonstrate a thirty-five (35) percent increase in refugee student participation in afterschool programs, extracurricular activities, and/or peer mentorship opportunities by the end of the school year.
- 9.3.3 Focused high school completion programs
- Implement services that will advance refugee students' full and substantive participation in public schools.

- b. Provide technical assistance to participating schools to surmount barriers to refugee students' academic progress and adjustment within the school environment.
- c. Provide students with opportunities for mentoring and leadership in their school, including extra-curricular activities.
- d. Provide programs that address such challenges to socio-cultural adjustment as bullying, dating violence, and teen suicide through proven approaches that yield substantial improvement in students' social adjustment and academic success.
- e. Provide programs that result in at least thirty-five (35) percent of refugee students achieving the necessary academic progress to meet Arizona's academic standards to include, at a minimum, AIMS and AZELLA testing.

9.3.4 Behavioral health interventions for refugee children

- a. Collaborate with parents, VOLAGs, MAAs, and refugee specific behavioral health providers to identify and refer refugee children who appear to have behavioral health issues to linguistically and culturally appropriate behavioral health providers.
- b. Ensure that one hundred (100) percent of refugee parents with students identified as experiencing behavioral health issues are provided information on culturally and linguistically appropriate behavioral health providers.
- c. Ensure that one hundred (100) percent of refugee parents requesting assistance with their children's behavioral health issues will receive information on culturally and linguistically appropriate education interventions (such as individual or group counseling).

9.3.5 Summer program activities

- a. Provide a minimum of two (2) activities to support remedial work and promote school readiness in conjunction with such activities as field trips, sports and summer camps.

9.3.6 Parental involvement programs

- a. Conduct parent training sessions and/or parent support groups that advance student academic support by assisting parents in understanding school policies, procedures, and their children's learning activities (classroom structure, homework, etc.).
- b. Provide at least three (3) comprehensive trainings that advance parents' understanding of school policies, procedures, and their children's learning activities.
- d. Ensure that sixty (60) percent of refugee parents participate in at least one parent training opportunity.
- e. Ensure that one hundred (100) percent of refugee parents are afforded information (in their identified language) that provides an overview of school policies, procedures and learning activities and explains the importance of parental involvement in students' success.

9.3.7 Interpretation and translation services

- a. Provide linguistically appropriate services to one hundred (100) percent of refugee students and their parents to include interpretation and translation services for appropriate crisis intervention, counseling, parent/teacher conferences and other school communications.
- b. Utilize Bilingual/bicultural counselors, as appropriate.

9.3.8 Interventions for children with learning disabilities

- a. Identify refugee students impacted by learning barriers and ensure appropriate testing and linkages to the sponsoring VOLAG, mainstream public entities (such as the Division of Developmental Disabilities), and/or private agencies that may assist students in surmounting obstacles to their academic progress and adjustment within the school environment.

9.4 The ADES shall:

- 9.4.1 Provide within ten (10) days of contract execution, a Contractor's Invoice and Statement of Expenditures form to be utilized by Contractor.

10.0 **REPORTING REQUIREMENTS**

- 10.1 The Contractor shall submit all of the following to:

Arizona Department of Economic Security
DAAS Contracts Management Unit
P.O. Box 6123 – Site Code 950A

Phoenix, AZ 85007-6123

- 10.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures by the 15th of the month following the month of service.
- 10.1.2 Semi-Annual Report (Exhibit B) as may be amended, no later than each February 15th and August 15th.
- 10.1.3 A correctly completed "Contractor's Equipment List", Form FES-1000A/FORMA (Exhibit C, Note: Instructions are on page two) as may be amended, for all equipment purchases costing \$1,000 or more to be purchased in whole or in part with DES/DAAS funds.
- 10.1.4 A final (close-out) invoice by October 15, 2014, unless revised through an amendment.
- 10.1.5 A final Project Report by October 15, 2014, unless revised through an amendment.
- 10.1.6 Certificate of Insurance as specified in Section 25.2.5 of this Agreement.
- 10.1.7 Other documents and information pursuant to fulfilling federal requirements.

11.0 PAYMENT REQUIREMENTS

- 11.1 Contractor shall be reimbursed in accordance with actual allowable costs incurred consistent with the itemized service budget. Reimbursement shall not exceed the service reimbursement ceiling indicated as the Total ADES Cost on the itemized service budget. The Contractor shall furnish the ADES with an accounting of actual costs incurred consistent with the categories set forth in the service budget. A written amendment shall not be necessary to shift costs among budget categories. However, the Contractor shall give written notice to the ADES that includes justification for a change to the budget and receive prior written approval by the ADES in order to make the change. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

12.0 NOTICES

- 12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:
Amphitheater Public Schools
ATTN: Tom Collins
701 W. Wetmore Rd.
Tucson, AZ 85705
- 12.2 All notices to the ADES regarding this agreement shall be sent to the following address:
AZ Department of Economic Security
Division of Aging and Adult Services
Contracts Management Unit – Site Code 950A
P.O. Box 6123
Phoenix, AZ 85007

13.0 DISPOSITION OF PROPERTY

- 13.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with ADES funds, shall be reported in accordance with ADES inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the ADES within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with ADES funds and submit the Equipment inventory form to the ADES person designated to receive notices.
- 13.2 The ADES shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this contract. The ADES shall be included as a co-insured on any insurance policy which covers Equipment purchased under this contract.
- 13.3 The Contractor shall not dispose of any Equipment purchased under this contract without the prior written consent of the ADES during and after the contract term. Such consent, if given, may include direction as to the means of disposition of the utilization of proceeds, including any necessary adjustments to the contract.
- 13.4 Upon termination of this contract, any Equipment purchased under this contract shall be disposed of as directed by the ADES and, if sold, the ADES shall be compensated in the amount of its equitable interest.

14.0 OTHER MATTERS

- 14.1 None

15.0 APPLICABLE LAW

- 15.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 16.0 ARBITRATION**
16.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract 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.
- 17.0 AUDIT**
17.1 In accordance with A.R.S. § 35-214, 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 (5) years after the completion of the Agreement. All records (excluding student data protected by the Family Education Rights and Privacy Act (FERPA)) shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.
- 18.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR.**
18.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:
18.1.1 Reduce payments or units authorized;
18.1.2 Accept a decrease in price offered by the Contractor;
~~18.1.3 Cancel the Agreement;~~
18.1.4 Cancel the Agreement and re-solicit the requirements.
18.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.
- 19.0 AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR**
19.1 Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available.
19.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 20.0 CONFLICT OF INTEREST**
20.1 In accordance with A.R.S. § 38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.
- 21.0 DATA SHARING AGREEMENT**
21.1 When determined by the ADES that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.
- 22.0 E-VERIFY**
22.1 In accordance with ARS §41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.
- 23.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**
23.1 By entering into the Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and

Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

- 23.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Agreement. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

24.0 INDEMNIFICATION

24.1 Indemnification for Contractor:

- 24.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

24.2 Indemnification for Subcontractor

- 24.2.1 In addition, Amphitheater Public Schools shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 Amphitheater Public School's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. 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 such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

25.0 INSURANCE REQUIREMENTS

25.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

- 25.1.1 None.

25.2 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include coverage for sexual abuse and molestation.
- b. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic

Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

(Note that the other governmental entity(ies) is/are also required to be additional Insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

(Note that the other governmental entity(ies) is/are also required to be additional Insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

- Worker's Compensation Statutory
- Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its 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: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:

1. The State of Arizona and the ADES, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the ADES, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 and shall be sent by certified mail, return receipt requested.

4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with 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.
5. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

All certificates required by this Agreement shall be sent directly to **ADES, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** unless the Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
7. **Approval:** Any modification or variation from the Insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
8. **Exceptions:** In the event the Contractor or sub-contractor(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 sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

26.0 IT 508 COMPLIANCE

- 26.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

27.0 NON-AVAILABILITY OF FUNDS

- 27.1 In accordance with A.R.S. § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this 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.

28.0 NON-DISCRIMINATION

- 28.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

29.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

- 29.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

30.0 RIGHT OF OFFSET

30.1 The ADES shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the ADES, or damages assessed by the ADES concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

31.0 THIRD- PARTY ANTITRUST VIOLATIONS

31.1 The Contractor assigns to the ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.

32.0 CONFIDENTIALITY

32.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the ADES and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

32.2 ~~The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. The ADES will advise the Contractor as to applicable policies and procedures the ADES has adopted for such compliance.~~

33.0 Fingerprinting.

33.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

33.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks" may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

33.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:

33.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

33.3.2 Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

33.4 Federally recognized Indian tribes will submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).

34.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.

If providing direct services to children or vulnerable adults, the following shall apply:

34.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.

34.2 The ADES will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

1. Any person who applies for a contract with this State and that person's employees;
2. All employees of a contractor;
3. A subcontractor of a contractor and the subcontractor's employees; and
4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

34.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

- 34.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

34.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification if:

1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

The Certification for Direct Service Position is located at:

<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>

34.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

34.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check is located at:

<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1288AFORFF.doc>

35.0 ATTACHMENTS

35.1 The following list of attachments constitutes an integral part of subject agreement:

- 35.1.1 Attachment A Project Plan(s)
- 35.1.2 Attachment B Facility Location Chart
- 35.1.3 Attachment C HIPAA Business Associates Agreement
- 35.1.4 Attachment D Itemized Service Budget
- 35.1.5 Attachment E Job Description(s)
- 35.1.6 Attachment F Letter of Assurances

36.1 EXHIBITS

36.1 The following list of exhibits constitutes an integral part of subject agreement:

- 36.1.1 Exhibit A Definitions
- 36.1.2 Exhibit B Semi-Annual Narrative Report form
- 36.1.3 Exhibit C Contractor's Equipment List (and instructions)

ATTACHMENT A

PROJECT PLAN

LEA:	Amphitheater Public Schools	Contract Period:	August 15, 2013 – August 14, 2014
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I. Quantitative Data

Provide the most current data on the number of K-12 students identified with a refugee need in the Student Accountability Information System (SAIS).

As of the close of the 2013-2014 school year, Amphitheater Public Schools had 126 refugee students enrolled at our 19 schools across Grades K-12. Nearly 95% of our refugee students attend three schools, Amphitheater High School (46), Amphitheater Middle School (40), and Prince Elementary School (33). The other 16 schools in the district have the remaining 7 refugee students. Of the 126 refugee students residing in the district, language development is a critical need as 98% of our refugee students speak a language other than English. The languages spoken by our refugee students include the following: Arabic (42); Nepali (29); Somali (28); Swahili (7); Trigringna (6); Karenni (5); Kinyarwanda (5); Farsi (1); French (1); Hindi (1); and Maay (1). Amphitheater Public Schools also knows that our district has another 63 refugee children from birth to age 5 (preschool age) that reside inside the district's attendance area. Collectively, we attempt to service every refugee student—126 school age children and 63 preschool age children—with various district programs.

With regard to refugee students that have enrolled in an Amphitheater school, data used to track their development includes the Arizona English Language Learner Assessment (AZELLA) to assess language proficiency; Dynamic Inventory of Basic Early Literacy Skills (DIBELS) used in Grades K-2 to assess reading skills; the Northwest Evaluation Association Measure of Academic Progress assessment (MAP) used in Grades 3-9 to assess reading and mathematics skills; and the Arizona Instrument to Measure Standards (AIMS) assessment used in Grades 3-9 to assess student learning in reading, mathematics, writing, and science.

With regard to these assessments, the following are demonstrated by refugee students in Amphitheater Public Schools:

- 84% of refugee students test into the Pre-Emergent, Emergent, and Basic proficiency levels on the AZELLA assessment.
- 23% of refugee students demonstrate they have reclassified out of the LEA's English Language Development Program by scoring proficient on the AZELLA Spring 2013 assessment.
- 32% of refugee students in Grades K-2 demonstrate early reading skills (e.g., phonemic awareness, phonics, fluency, and comprehension), as measured by the DIBELS assessment;
- 36% of students in Grades 3-9 demonstrate on-grade-level performance in reading and mathematics, as measured by the MAP assessment;
- 26% of students taking the AIMS reading assessment are testing proficient;
- 28% of students taking the AIMS mathematics assessment are testing proficient;
- 22% of students taking the AIMS writing assessment are testing proficient; and
- 18% of students taking the AIMS science assessment are testing proficient.

It is the goal of Amphitheater Public Schools to use grant funds to:

1. Increase parent involvement with parents of refugee students by purchasing an annual contract to the Language Line, a translation service to assist parents in fully understanding the content of meetings held with district administrators and teachers;
2. To provide each enrolling refugee student with a backpack and school supplies to effectively transition them into one of the district's schools via a centralized student registration process;

ADES 14-063098

3. Increase parent involvement with parents of refugee students by hiring a full-time Interpreter/Translator to support: (1) classroom instruction with teachers of refugee students at Amphitheater High School, Amphitheater Middle School, and Prince Elementary School for the purpose of improving student achievement of refugee students in reading, mathematics, writing, and science (50%); and (2) to support the centralized student registration process (50%). Since the LEA currently has Interpreters/Translators of Nepali and Somali/Swahili, the LEA is looking to hire an Interpreter/Translator in Arabic to support the largest refugee population in the LEA.
4. Increase parent involvement with parents of refugee students by expanding our parent education classes to the campus of Amphitheater Middle School in the evenings by funding additional hours for an ELD teacher and a classified support staff member (Bilingual Instructional Assistant or Interpreter/Translator). These classes take place once per week for 30 weeks, 2.5 hours per session, and teachers will provide literacy instruction and general education with parents of refugee students.

The Interpreter/Translator position will implement parent training sessions that lead to increased levels of student achievement (see item checked below) and parent involvement (50%). This is especially important given that Amphitheater Public Schools just adopted a new reading and math core curriculum for Grades K-8; in the home, parents will need to fully understand how to promote the development of their child within these new curricular materials and resources and will be learning English to more fully participate with their child(ren) in school related issues. The Interpreter/Translator will also support the centralized registration process by translating the registration conference with the parent(s) to support their understanding of enrolling students in the district.

This grant application, if approved, will be coordinated with other district funding to fund a larger program for refugees. Beyond these four goals directly related to this grant request, Amphitheater Public Schools will be further developing parent involvement strategies with refugee families by continuing to implement the Parents as Teachers Program (with other funding). The district will also develop a centralized registration process where Interpreter/Translators will assist parents during the enrollment process. Both will allow new refugee families to be more fully engaged with the school district with preschool aged children (birth to age 5) as well as school aged children (age 5-18). Budget figures for these two additional services are included in the budget for this grant application, but not included in the "ADES Cost" columns to reflect that these projects—centralized registration program and the PAT Program educator—will be funded outside this grant application with other district funding.

II. Program Design

- A) Identify and justify a specific need(s) related to refugee school-age children.
- B) Identify the proposed project(s) selected from the list below, and describe: 1) the applicable allowable activities that will be provided to address the need(s) and 2) the strategies that will be used to implement those activities.

- ☐ Supplemental English Language Development (ELD)
Provide supplemental ELD at various proficiency levels to address students' needs, including enterprising approaches, with at least 35 percent of refugee students demonstrating an increase of at least one level in their English language proficiency after 12 months.
Partner with community colleges and/or community-based organizations in the provision of ELD for parents.
- ☐ After-school tutorials
Provide tutorials that augment refugee students learning in the classroom and provide regular opportunities and resources for assistance with homework completion.
Provide services that shall improve student reading and writing skills with the goal of 50 percent of refugee students achieving academic progress.
Ensure services demonstrate a 35 percent increase in refugee student participation in afterschool programs extracurricular activities, and/or peer mentorship opportunities by the end of the school year.

- [] Focused high school completion programs
 - Implement services that will advance refugee students' full and substantive participation in public schools.
 - Provide technical assistance to participating schools to surmount barriers to refugee students' academic progress and adjustment within the school environment.
 - Provide students with opportunities for mentoring and leadership in their school, including extra-curricular activities.
 - Provide programs that address such challenges to socio-cultural adjustment as bullying, dating violence, and teen suicide through proven approaches that yield substantial improvement in students' social adjustment and academic success.
 - Provide programs that result in at least 35 percent of refugee students achieving the necessary academic progress to meet Arizona's academic standards to include, at a minimum, AIMS and AZELLA testing.
- [] Behavioral health interventions for refugee children
 - Collaborate with parents, VOLAGs, MAAs, and refugee specific behavioral health providers to identify and refer refugee children who appear to have behavioral health issues to linguistically and culturally appropriate behavioral health providers.
 - Ensure that 100-percent of refugee parents with students identified as experiencing behavioral health issues are provided information on culturally and linguistically appropriate behavioral health providers.
 - Ensure that 100 percent of refugee parents requesting assistance with their children's behavioral health issues will receive information on culturally and linguistically appropriate education interventions (such as individual or group counseling).
- [] Summer program activities
 - Provide a minimum of two (2) activities to support remedial work and promote school readiness in conjunction with such activities as field trips, sports and summer camps.
- [X] Parental involvement programs
 - Conduct parent training sessions and/or parent support groups that advance student academic support by assisting parents in understanding school policies, procedures, and their children's learning activities (classroom structure, homework, etc.).
 - Provide at least three (3) comprehensive trainings that advance parents' understanding of school policies, procedures, and their children's learning activities.
 - Ensure that 60 percent of refugee parents participate in at least one parent training opportunity.
 - Ensure that 100 percent of refugee parents are afforded information (in their identified language) that provides an overview of school policies, procedures and learning activities and explains the importance of parental involvement in students' success.
- [] Interpretation and translation services
 - Provide linguistically appropriate services to 100 percent of refugee students and their parents to include interpretation and translation services for appropriate crisis intervention, counseling, parent/teacher conferences and other school communications.
 - Utilize Bilingual/bicultural counselors, as appropriate.
- [] Interventions for children with learning disabilities
 - Identify refugee students impacted by learning barriers and ensure appropriate testing and linkages to the sponsoring VOLAG, mainstream public entities (such as the Division of Developmental Disabilities), and/or private agencies that may assist students in surmounting obstacles to their academic progress and adjustment within the school environment.

III. Program Evaluation

Explain the strategy that will be utilized to determine that progress is being made toward project goals.

With regard to the four goals, the following indicators will be tracked by data collection efforts. Data analyses will be implemented to determine the following:

1. Five parent training sessions will be conducted to increase parent understanding of the LEA's curricular materials and learning activities, policies, and procedures. Agendas and sign-in sheets will be collected to ensure that (A) 60% of the refugee parents attend at least one of the training sessions; and (B) 100% of the refugee parents are provided written and/or verbal communication in a language they can comprehend.
2. Data will be collected, analyzed, and evaluated to determine the extent to which refugee students demonstrate growth in their language development as well as their cognitive development (e.g., DIBELS, AZELLA, NWEA MAP, and AIMS). Data will be collected as pre-test and post-tests with growth measured to determine any increase in student achievement. Data will also be used diagnostically by classroom teachers to appropriately place refugee students in Grades K-12 in curricular materials.
3. For those families receiving school supplies and backpacks, a list of students will be maintained by the Language Acquisition Office which can be forwarded to the DES Office upon request.
4. The LEA will also maintain a list of schools requesting to access the Language Line by student SAIS ID number. School administrators, teachers, and parents participating in the conferences translated by the Language Line will also be surveyed regarding their level of satisfaction with the service.