



Arizona State Board of Education

COURTESY NOTICE OF PARTICIPATION THE ARIZONA STATE BOARD OF EDUCATION AND THE ARIZONA STATE BOARD FOR VOCATIONAL AND TECHNOLOGICAL EDUCATION

This Courtesy Notice is hereby given that a quorum of the members of the Arizona State Board of Education and the Arizona State Board for Vocational and Technological Education will be participating in a tour of West-MEC and a luncheon hosted by West-MEC. These events are not public meetings of the Board, and the Boards will not be discussing or taking action regarding any business of the Boards. The event location is:

Location: West-MEC
1617 West Williams Drive
Phoenix, AZ 85027

Date/Approximate Time: Monday, March 21, 2016/ approximately 11:00 am to 12:00 pm.

DATED AND POSTED this 17th day of March, 2016.

Arizona State Board of Education
Arizona State Board for Vocational and Technological Education

By: _____

A blue ink signature, appearing to be "K. Schmidt", is written over a horizontal line.

Dr. Karol Schmidt
Executive Director
(602) 542-5057



Arizona State Board of Education
Arizona State Board for Vocational
and Technological Education

NOTICE OF PUBLIC MEETING
AMENDED AGENDA

Pursuant to Arizona Revised Statutes (A.R.S.) 38-431.02, notice is hereby given to the members of the Arizona State Board of Education, the Arizona State Board for Vocational and Technological Education, and to the general public that the Boards will hold a meeting, open to the public, on **Monday, March 21st, 2016, at 9:00 AM at West-MEC, 1617 West Williams Drive, Phoenix, AZ, 85027**. A copy of the agenda for the meeting is attached. The Boards reserve the right to change the order of items on the agenda, with the exception of public hearings. One or more members of the Boards may participate telephonically. Agenda materials can be reviewed online at <http://azsbe.az.gov>

Pursuant to A.R.S. §38-431.02 (H), the Boards may discuss and take action concerning any matter listed on the agenda.

Pursuant to A.R.S. 38-431.03(A)(1), the Board may vote to convene in executive session, which will not be open to the public, for discussion or consideration of employment matters.

Pursuant to A.R.S. § 38-431.03(A)(3), the Boards may vote to convene in executive session, which will not be open to the public, for discussion or consultation for legal advice with the Boards' attorneys concerning any item on this agenda.

Pursuant to A.R.S. § 38-431.03(A)(4), the Arizona State Board of Education may vote to convene in executive session, which will not be open to the public, for discussion or consultation with the Board's attorneys in order to consider its position and instruct its attorneys regarding the Board's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, by contacting the State Board Office at (602) 542-5057. Requests should be made as early as possible to allow time to arrange the accommodation.

DATED AND POSTED this 17th day of March, 2016.

Arizona State Board of Education
Arizona State Board for Vocational and Technological Education

By: _____

Dr. Karol Schmidt
Executive Director
(602) 542-5057

AGENDA
ARIZONA STATE BOARD OF EDUCATION
ARIZONA STATE BOARD FOR VOCATIONAL AND TECHNOLOGICAL EDUCATION

March 21st, 2016

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Monday, March 21st, 2016

9:00 AM

**West-MEC, 1617 W Williams Drive
Phoenix, AZ 85027**

9:00 a.m. CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE,
AND ROLL CALL

**1. ARIZONA STATE BOARD OF EDUCATION CONVENING/ACTING
AS THE ARIZONA STATE BOARD FOR VOCATIONAL AND
TECHNOLOGICAL EDUCATION FOR THIS ITEM ONLY**

Presentation and discussion by:

- A. J. Doug Pruitt--Introduction/Master of Ceremonies
- B. Greg Donovan--Welcome to WestMEC
- C. Bill Symonds--Multiple Pathways to Success: An Education and
Economic Crisis - The Business Case
- D. Strategies to Optimize the Benefits of CTE in Arizona
 - 1. Richard Condit--An Additional Pathway to Success
 - 2. Bill Symonds--Career Literacy – An Imperative for Improving
Education for our students
 - 3. Jim Zaharis--A-F School Performance – Broadening the Criteria
- E. A Current Look at the CTE in Arizona

**THE BOARD WILL RECESS FOR A TOUR OF WEST-MEC AND A
LUNCHEON (ESTIMATED TO BE FOR ONE HOUR).**

**It is anticipated that the State Board of Education
will reconvene at 12:00 p.m.**

2. BUSINESS REPORTS

- A. President's Report
- B. Superintendent's Report
 - 1. Updates on Department of Education activities
- C. Board Member Reports

D. Executive Director's Report

1. Investigative Unit update

3.

A. Discussion and possible action regarding State Board of Education vs. Superintendent of Public Instruction (LC2015-000403-001 DT) and Superintendent v. State Board of Education (CV2016-006171/1 CA-CV15-0597)

Pursuant to A.R.S. § 38-431.03(A)(3) and (4), the Board may vote to convene in executive session, which will not be open to the public, for discussion or consultation for legal advice with the Board's attorneys concerning this item or for discussion or consultation with the Board's attorneys in order to consider its position and instruct its attorneys regarding the Board's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation concerning this item.

B. Discussion and possible action regarding consideration to fill existing vacancies in the positions of Deputy Director and Chief Investigator of the Investigative Unit for the State Board of Education.

Pursuant to A.R.S. 38-431.03(A)(1) and (3), the Board may vote to convene in executive session, which will not be open to the public, for discussion or consideration of employment matters, and/or for discussion or consultation for legal advice with the Board's attorneys as it relates to this agenda item.

4. CONSENT AGENDA

Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed as a regular agenda item upon the request of any Board member.

A. Approval of a contract between the State Board and the Arizona Department of Agriculture for the award of Specialty Crop Block Grant (Farm Bill) 2015 for Fiscal Year 2015-2017 to the Arizona Department of Education, Health and Nutrition Services.

B. Approval of the 2016 Migrant Education Program Summer School Program Allocations.

- C. Approval of additional monies for Teacher Compensation for the fiscal year 2016-2017.
- D. Approval of the reappointment of Carol G. Lippert, Associate Superintendent to represent the Office of the Superintendent of Public Instruction on the WestEd Board of Directors.
- E. Approval of the Move on When Reading (MOWR) LEA literacy plans for release of K-3 Reading Base Support funds.
- F. Approval of the extension of the Arizona Carl D. Perkins State Plan and Funding for fiscal year 2017.
- G. Approval of school district applications for the Arizona On-Line Instruction Program, pursuant to A.R.S. §15-808:
 - 1. New programs
 - 2. Revision of Round Valley Unified School District's approval from grades 9-12 to grades 7-12
- H. Approval of a contract ~~extension~~ reinstatement to the Center for the Future of Arizona for technical assistance for approved board examination systems.
- I. Approval for the Board's Academic Standards Development Committee to continue to function.
- J. Approval of the voluntary surrender of any and all educator certificates held by:
 - 1. Patrick Johnson-Campbell
 - 2. Vanessa A. Cardoso
 - 3. Robert A. Estep
 - 4. Daniel L. Goman
 - 5. Tarik A. James
 - 6. Marilyn F. Johnson
 - 7. Samantha M. Rivera
 - 8. Harry T. Schueren IV
- K. Approval of the permanent revocation of any and all educator certificates, pursuant to A.R.S. § 15-550, held by Jay Mitchell Edelson.

- L. Approval of a contract with Crane Elementary School District for funding an additional migrant preschool class.
- 5. CALL TO THE PUBLIC: This is the time for the public to comment. Members of the Board may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism or scheduling the matter for further consideration and decision at a later date.
- 6. GENERAL SESSION
 - A. Presentation and discussion regarding legislative affairs. The Board may take action to support, oppose or remain neutral on specific legislative proposals.
 - B. Presentation, discussion and possible action regarding developing and soliciting a list of receivers for appointment by the Board.
 - C. Presentation, discussion and possible action on the temporary adoption of the California Subject Examinations for Teachers (CSET) Mathematics Subtests I (211) and II (212).
 - D. Presentation, discussion and possible action on the findings of fact, conclusions of law and recommendation of the Professional Practices Advisory Committee to revoke the certification of Gregory Ethridge.
 - E. Presentation, discussion and possible action on the findings of fact, conclusions of law and recommendation of the Professional Practices Advisory Committee to suspend the certifications of the following individuals:
 - 1. Jonathan Harviston
 - 2. Trenton J. Ricci
 - F. Presentation, discussion and possible action on the recommendation of the Professional Practices Advisory Committee to approve the settlement agreements for:
 - 1. Carlos A. Martinez
 - 2. Jake Corey Rashkow
 - G. Presentation, discussion and possible action on the recommendation of the Professional Practices Advisory Committee to deny the application for certification for Matthew Campagna.

- H. Presentation, discussion and possible action to revise the Arizona Framework for Measuring Educator Effectiveness.
7. SUMMARY OF CURRENT EVENTS, FUTURE MEETING DATES AND ITEMS FOR FUTURE AGENDAS. The executive director, presiding officer or a member of the Board may present a brief summary of current events pursuant to A.R.S. § 38-431.02(K), and may discuss future meeting dates and direct staff to place matters on a future agenda. The Board will not discuss or take action on any current event summary.

EXECUTIVE SUMMARY

Issue: Presentation, discussion and possible action regarding consideration to fill existing vacancies in the positions of Deputy Director and Chief Investigator for the Board. Pursuant to A.R.S. 38-431.03(A)(1) and (3), the Board may vote to convene in Executive Session, which will not be open to the public, for discussion or consideration of employment matters and/or for discussion or consultation for legal advice with the Board's attorneys as it relates to this agenda item.

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Arizona Revised Statutes (A.R.S.) §15-203(A)(5) and (6) authorizes the State Board of Education (the Board) to "prescribe the duties of its employees if not prescribed by statute" and it may "employ staff on the recommendation of the superintendent of public instruction." A.R.S. §15-251(4) requires that employees of the Board "shall be employees of the Department of Education."

A vacancy in the Deputy Director position has existed since August, 2015 that was not filled during the past Executive Director's term. The Board's current Executive Director has worked with the Human Resources Division of the Arizona Department of Administration to take the steps necessary to recruit, interview and select appropriate candidates for this position. In addition, a vacancy was created in the Chief Investigator position in December, 2015. Since that time, Garnett Winders has served as Acting Chief Investigator.

Recommendation to the Board

It is recommended that the Board fill existing vacancies in the positions of Deputy Director and Chief Investigator for the Board.

Contact Information: Dr. Karol Schmidt, Executive Director

EXECUTIVE SUMMARY

Issue:	Consideration to approve a contract between the State Board and the Arizona Department of Agriculture for the award of Specialty Crop Block Grant (Farm Bill) 2015 for Fiscal Year 2015-2017 to Arizona Department of Education, Health and Nutrition Services Division.
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☒ Action/Discussion Item

Contract Abstract**Background and Brief Explanation of Contract**

The Specialty Crop Competitiveness Act of 2004 authorized the United States Department of Agriculture (USDA) to enhance the competitiveness of specialty crops. The Food, Conservation, and Energy Act of 2008 (Farm Bill) amended the Specialty Crops Competitiveness Act of 2004. Under the amended Act, the Secretary of Agriculture was directed to award grants to States for each of the fiscal years through 2008-2012 to be used by the State departments of agriculture to enhance the competitiveness of specialty crops. The American Taxpayer Relief Act of 2012 provided funding for fiscal year 2013 and section 10010 of the Agricultural Act of 2014, Public Law 113-79 will provide funding for fiscal years 2014-2018.

The purpose of the Specialty Crop Block Grant Program-Farm Bill (SCBG-FB) is solely to enhance the competitiveness of the specialty crops in Arizona. For purposes of the program, specialty crops are defined as fruits and vegetables, tree nuts, and nursery crops (including floriculture).

The Arizona Department of Education (ADE) Farm to School Program encourages School Food Authorities (SFAs) to purchase locally grown products when possible to enhance the school meal program. The goals of the program are to increase children's consumption of fresh and healthy foods offered at meals times, teach students about Arizona agriculture and to support Arizona producers by bringing locally grown food into school meals.

The purpose of this grant is to enhance the competitiveness of specialty crops in Arizona by preparing producers for a new market like schools. To advance Arizona's local food supply chain, HNS will provide seven specialty crop producers the opportunity to participate in a pilot program with the school food market. This pilot program will offer training and assistance in food safety, industry needs and specifications, procurement guidance, entrance into a well-attended school food show, and special recognition in the Department of Defense (DoD) Fresh Produce Program, complete with a marketing campaign highlighting the specialty crop products for this institutional market.

Contact Information:

Mary Szafranski, Associate Superintendent, Health & Nutrition

EXECUTIVE SUMMARY

Grant funds were made available on a competitive basis, subject to availability of federal funds (channeled through the state Department of Agriculture's Agriculture Consultation & Training Program). HNS applied for the SCBG-FB 2015. Grant applications were reviewed by a ten member evaluation team with experience and expertise in the specialty crop industry. This is the first time HNS has received this award.

Name of Contracting Party(ies)

There are no contracted parties to this award. There will be, however; beneficiaries to this awarded contract. All schools that participate in the National School Lunch Program and choose to participate in the DoD Fresh Produce Program are eligible to purchase the Arizona grown produce items featured through the Fresh Fruit and Vegetable Order Receipt System (FFAVORS) Catalog offered through this program. It is anticipated that the number of School Food Authorizes to participate will reach 173.

Contract Amount

The Arizona Department of Education, Health and Nutrition Services Division (HNS) applied and was a state-focused award of \$9,928 to continue their work in connecting Arizona producers with school food service.

Source of Funds

Section 10010, Specialty Crop Block Grant Program Farm-Bill, Public Law 113-79 of the Agricultural Act of 2014

Responsible Unit at the Department of Education

Mary Szafranski, Health and Nutrition Services Division Associate Superintendent

Dates of Contract

Funds will be available from October 1, 2015 until September 30, 2017

Previous Contract History

HNS has no previous contract history with the Arizona Department of Agriculture.

Number Affected (Students, Teachers, Public, as appropriate)

This award has the potential to increase local purchasing among 173 sponsors of the National School Lunch Program (who participate in the DoD Fresh Produce Program) in addition to the seven producers previously mentioned.

Evaluation Plan

- One goal for this award is to increase the number of local producers who are USDA Good Handling Practice and/or Good Agricultural Practices (GHP/GAP) certified or otherwise certified with a third party audit that satisfies most county health department requirements for approved source through the Arizona Food Code. Three months into training, ADE will determine who, what, and how much

EXECUTIVE SUMMARY

product will be available to schools in the 2017 School Year as a performance measure. There were four vegetable producers with farm reviewed GHP/GAP certifications at the time this proposal was written and we will use this as our future benchmark. Our target is to move this number to seven producers interested in selling to schools.

- Another goal is increase the number of local food producers, down to the farm name, available on the DoD Fresh Produce catalog, via FFAVORS. As a performance measure, three months into training, ADE will determine who, what, and how much product will be available to schools in the 2017 School Year. Historically, ADE has been successful to bring on one product, down to the farm name on the FFAVORS catalog at a time. Through training and promotion our target is to bring on seven products, down to the farm name on the FFAVORS catalog through the 2017 School Year for school meal programs.
- Our final goal is to increase the percentage and/or dollars spent on locally grown products offered through the DoD Fresh Produce Program. As a performance measure and three months into training, ADE will determine who, what, and how much product will be available to schools in the 2017 School Year. In February 2016, a survey will be administered to over 300 School Food Buyers who are eligible to receive DoD Fresh Produce Products. This survey will determine how much money will be spent on the DoD Fresh Produce Series in comparison to other fresh items offered. Dollars spent on specialty products, down to the farm name, have not been captured and reported in years prior. ADE's target is to reach an overall percentage of 19% of DoD Fresh Produce Funds spent on Arizona Grown products. This will be a 9% increase from the 2015 school year.

Recommendation to the Board

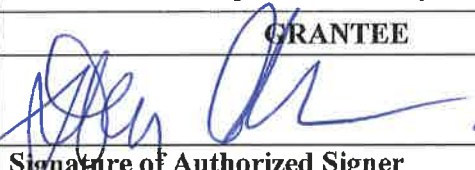

According to ARS 15-206A, it is recommended that the Board authorize the Department of Education to enter into an agreement with the U.S. Department of Agriculture to allow the Department of Education to accept receipt of the above funds and authorizes the appropriate expenditures of these funds in accordance with the terms and conditions of the program.

**ARIZONA DEPARTMENT OF AGRICULTURE
SPECIALTY CROP BLOCK GRANT PROGRAM
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COVER PAGE

Project Title: DoD Fresh Produce Program Series			
Specialty Crop Block Grant Award Amount: \$9,528.00	Project Type:	Education Marketing Research	X
This Agreement shall become effective: Upon the date it is executed by both parties.			
Termination Date: September 30, 2017			
TERMS OF AGREEMENT			
<p>This Grant Award Agreement is entered into by The Arizona Department of Education, Health and Nutrition Services (GRANTEE) and the ARIZONA DEPARTMENT OF AGRICULTURE (ADA), through its Director, in accordance with A.R.S. § 41-2701 <i>et seq.</i> The parties agree to fulfill the terms and conditions of this Grant Award Agreement and to abide by all contractual and regulatory obligations governing the expenditure of SCBGP-FB funds. The Grantee's DUNS# is 804746097.</p> <p>These funds are made available by the 2015 Specialty Crop Block Grant Program – Farm Bill, number 10.170, through agreement #15SCBGPAZ0018, dated September 29, 2015, between the United States Department of Agriculture – Agricultural Marketing Service (USDA-AMS) and the ADA. The total Federal award for the agreement is \$1,215,126.59.</p> <p>This Grant Award Agreement shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.</p>			
The parties hereto agree to carry out the provisions of this Grant Award Agreement.			
GRANTEE		ADA	
			
Signature of Authorized Signer	Date	Signature	Date
Steven Paulson	2/23/16	Mark W. Killian	
Printed Name		Printed Name	
Chief Procurement Officer		Director	
Printed Title		Printed Title	

**ARIZONA DEPARTMENT OF AGRICULTURE
SPECIALTY CROP BLOCK GRANT PROGRAM
GRANT AWARD AGREEMENT**

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GENERAL PROVISIONS

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning set forth below:

- a. "ADA" means the Arizona Department of Agriculture.
- b. "Authorized Signer" means an individual authorized to receive funds on behalf of the Grantee and responsible for the execution of grant program responsibilities.
- c. "DUNS" means Data Universal Numbering System.
- d. "Deliverables" means the reports, documentation, and other materials developed for submission to the Program Coordinator by the Grantee in the course of the Grantee's performance under this Agreement.
- e. "Director" means the agency head of the Arizona Department of Agriculture or a person duly authorized by the Director to act on the Director's behalf.
- f. "Equipment" means one or more tools, implements, or instruments purchased with Grant funds pursuant to this Agreement that is intended to be used to carry out the purposes of this Agreement.
- g. "Grant Application" means the application filed by the Grantee upon which this Agreement was awarded.
- h. "Grant Award Agreement" or "Agreement" means this Specialty Crop Block Grant Award Agreement between ADA and Grantee.
- i. "Grant Award Agreement Amendment" means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Award Agreement.
- j. "Grantee" means the person, governmental entity, or organization performing the work or delivering the items described in this Agreement.
- k. "Program Coordinator" means the Arizona Department of Agriculture staff person delegated by the Director to administer this Agreement.
- l. "Project" means the total of all work to be performed by the Grantee as set forth in this Agreement.

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SPECIALTY CROP BLOCK GRANT PROGRAM
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- m. "Project Location" means the physical location of the Project.
- n. "Records" means all books, accounts, reports, files and other records relating to this Agreement.
- o. "Scope of Work" means that part of this Agreement that describes the work to be performed by the Grantee to accomplish the Project purpose. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
- p. "State" means the State of Arizona, including the Arizona Department of Agriculture.
- q. "Task" means the specific provisions in the Scope of Work of this Agreement that describe the nature and manner of the specific work to be performed and the Deliverables to be submitted to the Program Coordinator by the Grantee.
- r. "USDA-AMS" means the United States Department of Agriculture – Agricultural Marketing Service.
- s. "USDA-AMS Award Date" means the date the agreement between USDA-AMS and the ADA is executed as indicated on the cover page.

2. GENERAL REQUIREMENTS

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- b. The Grantee shall obtain and maintain all licenses, permits, and authorizations necessary to perform its obligations under this Agreement. The Grantee is responsible for compliance with all applicable local, state, and federal laws.
- c. The Grantee shall comply, **as applicable**, with the Specialty Crop Competitiveness Act of 2004 as amended under section 10010 of the Agricultural Act of 2014; specialty crop block grant program regulations at 7 C.F.R. § 1291; USDA administrative requirements at 2 C.F.R. § 400; uniform administrative requirements, cost principles, and audit requirements for federal awards at 2 C.F.R. § 200 and 48 C.F.R. Subpart 31.2; and excluded and disqualified participant requirements at 2 C.F.R. § 180, Subpart C; and the USDA-AMS Specialty Crop Block Grant Program, General Award Terms and Conditions (last updated: 6/5/15).

3. RELATIONSHIP OF THE PARTIES

The parties agree that the Grantee shall not be considered an employee, associate, partner, officer, joint venturer, or agent of ADA as a result of this Agreement. The Grantee is

**ARIZONA DEPARTMENT OF AGRICULTURE
SPECIALTY CROP BLOCK GRANT PROGRAM
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solely responsible for the planning, design, scope, and implementation of the Project. ADA is not responsible for any liabilities resulting from the Grantee's planning, design, scope and implementation or performance of the Project.

4. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

5. AUDIT OF RECORDS

Pursuant to 2 C.F.R. § 200.333, the Grantee shall retain and shall contractually require each subcontractor to retain all Records for a period of three years after completion of this Agreement and until any litigation, claim, negotiation, audit, cost recovery, or action involving the Records has been completed. All Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Grantee shall produce the original of any or all Records.

6. INDEMNIFICATION

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.

In addition, the Grantee 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 the Grantee'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,

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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.

7. RESOLUTION OF DIFFERENCES

- a. Disputes arising during the performance of this Agreement will be resolved to the maximum extent possible through cooperation and coordination of the Grantee and the Program Coordinator. If the Grantee and the Program Coordinator are unable to resolve the differences or circumstances require an immediate decision, the Program Coordinator will refer the dispute to the Director for resolution.
- b. To the extent required by A.R.S. § 12-133 and § 12-1518, ADA and the Grantee agree to use arbitration to resolve any disputes arising out of this Agreement, with each to bear its own attorneys' fees and costs.
- c. Any disputes arising out of this Agreement shall be litigated, if at all, in a Maricopa County, Arizona court.

8. STOP WORK NOTICE

In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Agreement, illegal or unpermitted activities, or other material discrepancies between the Agreement and the Grantee's activities, ADA reserves the right to issue notice to the Grantee to stop work. The notice will further specify that ADA will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of ADA.

9. PROJECT PERIOD

ADA agrees to reimburse the Grantee for tasks performed during the project period as described in this Agreement. ADA is not required to reimburse Grantee for any tasks initiated prior to execution of this Agreement unless pre-award costs have been approved (see paragraph 10, Pre-award Costs). ADA is not required to reimburse Grantee for any tasks initiated or after the project period has elapsed. At the discretion of ADA, the project period may be extended, if requested by the Grantee, through the execution of a Grant Award Agreement Amendment (see paragraph 17, Amendments).

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10. PRE-AWARD COSTS

Pre-award costs are those incurred prior to the execution of this agreement in anticipation of the award. Such costs must be necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the execution of the agreement. 2 CFR § 200.458

All costs incurred prior to execution of the agreement are at the Grantee's risk. The incurrence of pre-award costs in anticipation of execution of the agreement imposes no obligation on ADA to fund such costs.

A Grantee may incur pre-award costs 90 calendar days before the USDA-AMS Award Date (as referenced on cover page) without prior written approval. Costs incurred more than 90 calendar days before the USDA-AMS Award Date require written prior approval from ADA.

The Grantee shall submit a written request for approval (email is acceptable) to the Program Coordinator. The request shall contain the SCBGP-FB agreement number, a description of the pre-award costs, and a justification for the pre-award costs.

11. TERMINATION OF AGREEMENT

- a. Suspension or Debarment. The State may, by written notice to the Grantee, immediately terminate this Grant Award Agreement if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this Agreement by the Grantee shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify ADA.
- b. Termination for Convenience. ADA reserves the right to terminate this Agreement in whole or in part at any time, when in the best interests of the State, without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to ADA. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under this Agreement shall become the property of and be delivered to ADA. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. ADA is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
- c. Termination for Default. ADA reserves the right to terminate this Agreement in whole or in part due to the failure of the Grantee to comply with any term or

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condition of this Agreement or to acquire and maintain all required insurance policies, bonds, licenses and permits. ADA shall provide written notice of the termination and the reasons for it to the Grantee.

- d. Non-Availability of Funds. Every payment obligation of the 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 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.
- e. Continuation of Work Activities After Termination. Termination of this Agreement does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.

12. CONFLICT OF INTEREST

The Grant Award Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

13. NON-DISCRIMINATION

The Grantee agrees to comply with Executive Order 75-5, as amended by Executive Order 2009-09, prohibiting discrimination in employment, which are both incorporated herein by reference.

14. PAYMENTS

- a. Use of Grant Funds. Awarded grant funds shall be used solely for eligible purposes as approved by the ADA and comply with federal cost principles at 2 C.F.R. Part 200. Line item costs are considered estimates; however, the total project costs are considered exact and shall not be exceeded by the Grantee unless amended in accordance with this Agreement.
 - 1) *No administrative/indirect costs may be allotted to the budgeted project.*
 - 2) Travel expenses associated with the project shall follow the Arizona State Travel Policy as outlined in Section II-D of the State of Arizona Accounting Manual, which can be viewed at <http://www.gao.az.gov/publications/SAAM/default.asp>.
 - 3) Funding **cannot** be utilized for meals, with the exception of the actual cost of meals (not exceeding State rates) consumed during periods of official travel.

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- 4) Grant funds may not be used to fund political activities in accordance with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7326).
 - 5) Grant funds must be used in accordance with the requirements, including, but not limited to, documentation standards for salaries and wages, under 5.5 Allowable Costs and Activities of the USDA-AMS Specialty Crop Block Grant Program, General Award Terms and Conditions (last updated: 6/5/15).
- b. General Procurement Policies. All procurement transactions must be conducted in a manner to provide, to the maximum extent practical, open and free competition.

Grantees shall be alert to organizational conflicts of interests as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.

Awards must be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, when price, quality and other factors are considered.

Grantees shall avoid purchasing unnecessary items.

Some form of cost or price analysis must be made and documented in the procurement files in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted.

Where appropriate, an analysis must be made of lease and purchase alternatives to determine which would be the most economical and practical method of procurement.

1) Procurement Procedures

A. Contracts over \$5,000 But Not Exceeding \$100,000

Procurements for goods or services costing over \$5,000 but not exceeding \$100,000 are made with competition as is practicable under the circumstances. These procurements are restricted to small, minority and women owned businesses, when possible. Unless an exception applies, the organization seeking to purchase goods or services issues a request for quotations. Exceptions include (i) purchases that can be made from a state contract, (ii) purchases not exceeding \$5,000, (iii) sole-source procurement, and (iv) competition not practicable.

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The request shall include any purchase description and/or deliverables, specifications, delivery or performance schedule, evaluation factors, the offer due date, contract renewal or extension options, and any other terms or conditions.

B. Contracts Not Exceeding \$5,000

Organizations are not required to request quotations for contracts not exceeding \$5,000.

C. Competitive Sealed Bidding

“Competitive sealed bidding” applies to contracts exceeding \$100,000, unless otherwise provided by law. In competitive sealed bidding, the organization seeking to purchase goods or services issues an invitation for bids. The invitation for bids must contain a description of the goods or services to be purchased, all contractual terms and conditions, and bid evaluation criteria, including the weighting of the identified criteria.

The contract will be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the invitation for bids.

D. Competitive Sealed Proposals

“Competitive sealed proposals” applies to contracts exceeding \$100,000 when competitive sealed bidding is either not practicable or not advantageous to the organization seeking to purchase goods or services. Typically this occurs when it is necessary to (i) use a contract other than a fixed-price type, (ii) negotiate with offerors concerning the technical and price aspects of their offers and any other aspects of their offer or the solicitation, (iii) permit offerors to revise their offers; or (iv) compare the different price, quality, and contractual factors of the offers submitted.

For competitive sealed proposals, the organization seeking to purchase goods or services issues a request for proposals. The request must state the relative importance of price and other evaluation factors, but specific numerical weighting is not required. The contract will be awarded to the responsible offeror whose proposal is determined in writing to be the most advantageous to this state taking into consideration the evaluation factors set forth in the request for proposals.

2) Solicitation Provisions

Solicitations for goods and services must provide for all of the following:

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- A. A clear description of the requirements for the material, product or service to be procured.
- B. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals.
- C. A description, if practicable, of technical functions to be performed or performance required, including minimum acceptable standards.
- D. The specific features of "brand name or equal" descriptions that bidders are required to meet if such items are included in the solicitation.
- E. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement.
- F. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources and protect the environment and are energy efficient.

3) Contract Requirements

A. Review

All procurement contracts must be reviewed by the grantee before they are signed.

B. Contracts Exceeding \$100,000

In addition to provisions to define a sound and complete agreement, all applicable provisions referenced in 2 C.F.R § 200.326 shall be included in all contracts exceeding \$100,000.

4) Procurement records.

Procurement records and files for purchases in excess of \$100,000 shall include the following at a minimum:

- A. Basis for contractor selection,
- B. Justification for lack of competition bids or offers are not obtained, and

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C. Basis for award cost or price.

c. Actual cost, reimbursement and advance.

- 1) Payments under the Agreement shall be by actual cost and reimbursement. The Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete Tasks as specified in the Scope of Work.
 - 2) The Grantee may request a partial advance payment of grant funds. The Grantee shall submit written justification to the Program Coordinator explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Requests for funding advances will be considered on a case by case basis. Advances will be limited to the minimum amounts needed to meet current disbursement needs and will be scheduled so the funds are available closely as is administratively possible to the actual expenditures by the Grantee. In addition, initial funding advances shall **not exceed 25%** of the total grant award and must be expended within 30 days of receipt.
- d. Each payment is conditioned upon receipt and approval by the Program Coordinator of the Deliverable(s) specified in the Scope of Work and each request for payment shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. ADA has the right to disallow costs determined inappropriate or unreasonable. The Program Coordinator shall have a minimum of thirty (30) working days to approve the Deliverable(s) and payment request forms.
- e. If the Program Coordinator determines that the Grantee is in default in the performance of any obligation under this Agreement, the Program Coordinator may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.
- f. Unexpended Funds. Grantees shall inform the ADA of the potential for unexpended awarded grant funds as soon as the grantee is aware of the potential for unexpended funds, but no later than 60 days prior to the award expiration date.
- g. In order to receive payment under this Agreement, the Grantee shall have a current IRS-W9 Form on file with ADA.

15. FEDERAL POLICY REQUIREMENTS

- a. The Grantee shall comply, as applicable, and provide ADA with any information it deems necessary to fulfill its obligations under, the reporting requirements in 2 CFR

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Part 170, "Requirements for Federal Funding Accountability and Transparency Act Implementation."

- b. The Grantee shall comply, as applicable, with 2 C.F.R Part 180, as adopted and supplemented by 2 C.F.R Part 417. These regulations restrict subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
- c. The Grantee shall comply with the restrictions, certification, and disclosure requirements regarding lobbying activities under 2 C.F.R. §200.450.
- d. The Grantee shall comply with the requirement that no member of Congress must be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.
- e. The Grantee shall comply, as applicable, with 14.0 National Policy Requirements of the USDA-AMS Specialty Crop Block Grant Program, General Award Terms and Conditions (last updated: 6/5/15).

16. RECOUPMENT OF PAYMENTS

The Grantee shall reimburse ADA for all grant funds determined not to have been spent in accordance with the terms of this Agreement.

17. PROGRAM INCOME

If program income is earned, it must be used for 1) expanding the project or program; 2) continuing the project or program after the grant or sub grant support ends; and 3) supporting other projects or programs that further the broad objectives of the grant program. Program income may only be expended on allowable costs that solely enhance the competitiveness of specialty crops.

18. PERMITTING REQUIREMENT

ADA does not determine which, if any, permits are required for the Project nor does it review permits for accuracy or appropriateness. The Grantee is responsible for determining that all necessary permits that apply to the Project are identified and obtained.

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19. NOTICES

Whenever notice is required pursuant to this Agreement, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the Scope of Work, or to such other persons and addresses as either party may designate to the other party in writing.

20. AMENDMENTS

- a. This Agreement shall be modified by mutual written consent only through a Grant Award Agreement Amendment executed by ADA and the Grantee. Unauthorized changes to this Agreement shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.
- b. This Agreement is intended to incorporate all provisions required by federal law. If the Department learns that a provision required by federal law has not been incorporated in the Agreement, the parties agree to promptly amend this Agreement to include the provision.

21. SUBCONTRACTS

- a. Subcontractors or consultants may be used in the performance of Tasks described in the Scope of Work of this Agreement. The Grantee shall report any Subcontract awards or changes as part of that calendar year's narrative report (see Scope of Work, section D.3).
- b. The Grantee shall require any subcontractor or consultant participating in this Agreement to comply with the terms and conditions of this Agreement.
- c. The Grantee shall comply, as applicable, with the restrictions and documentation requirements related to the use of subcontractors or consultants under 9.2 Allowable Costs and Activities and with the policy and procedure requirements under 8.0 Procurements in the USDA-AMS Specialty Block Grant Program, General Award Terms and Conditions (last updated 6/5/15).

22. ASSIGNMENT

The Grantee shall not assign this Agreement to another party without prior written approval of ADA.

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23. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

24. INCORPORATION OF GRANT APPLICATION

The Grantee's approved Grant Application is incorporated by reference as part of this Agreement; however, the terms of this Agreement shall take precedence over the terms of the approved Grant Application in the event of conflict or ambiguity.

25. EQUIPMENT

The use, management and disposition of equipment by the Grantee shall be in accordance with 2 C.F.R. §§ 200.313 and 200.439.

26. OWNERSHIP OF INFORMATION

Title to all documents, reports and other materials prepared by the Grantee in performance of this Agreement shall rest in the Arizona Department of Agriculture, except for copyrighted material prepared in advance of this Agreement by the Grantee at the expense of the Grantee. ADA shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Agreement, except for copyrighted material. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Agreement.

27. DISCLOSURE OF INVENTIONS

Pursuant to 37 CFR 401.14(c), inventors are required to disclose "subject inventions" within two months of development and declare election to the title within two years. The term "subject invention" means any invention of a grantee or contractor conceived or first actually reduced to practice in the performance of work under this Agreement.

28. GRANTEE'S REPRESENTATIONS AND WARRANTIES

All representations and warranties made by the Grantee under this Agreement shall survive the expiration or termination of this Agreement. In addition, the parties acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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29. INTEGRATION

This Agreement constitutes the entire agreement between ADA and Grantee pertaining to the subject matter herein and accurately sets forth their rights, duties and obligations. All prior or contemporaneous agreements and understandings, oral or written, except as expressly incorporated herein, are hereby superseded and merged herein.

30. MONITORING

ADA reserves the ability to perform site monitoring visits to ensure that work is progressing within the required time frame and that fiscal procedures are followed accurately and appropriately.

31. ANTITRUST

The Grantee assigns to the State any claims for overcharges resulting from antitrust violations to the extent that the violations concern materials or services supplied by third parties to the Grantee toward fulfillment of this Agreement.

32. E-VERIFY

The Grantee shall register with and participate in the e-verify program to the extent required by A.R.S. § 23-214 and shall provide proof thereof to ADA before receiving any grant funds. If the Department makes a final determination that the Grantee is not complying with the e-verify program, the Grantee shall repay all grant funds to the Department within 30 days.

33. TRAFFICKING IN PERSONS

- a. Provisions applicable to a recipient that is a private entity.
 - 1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - B. Procure a commercial sex act during the period of time that the award is in effect; or
 - C. Use forced labor in the performance of the award or subawards under the award.

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- 2) ADA may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
- A. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - B. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].
- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- 1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

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c. Provisions applicable to any recipient.

- 1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - A. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - B. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

A. Definitions. For purposes of this award term:

i. "Employee" means either:

- a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. "Private entity":

- a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

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b) Includes:

1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
2. A for-profit organization.

“Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

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SCOPE OF WORK

A. EFFECTIVE DATE:

This Agreement shall become effective upon the date it is executed by both parties.

B. TERM:

This Agreement shall terminate on September 30, 2017.

C. NOTICES, CORRESPONDENCE, REPORTS AND PAYMENTS:

1. Notices, correspondence and payments on behalf of ADA to the Grantee shall be sent to (list name, mailing address, phone, fax and email address):

Technical:

Ashley Schimke
Farm to School Specialist
Arizona Department of Education,
Health and Nutrition Services
1535 W. Jefferson St. Bin #7
Phoenix, AZ 85007
Phone: (602) 364-2282
Cell: (602)909-2446
Fax: (602) 542-3818
Ashley.Schimke@azed.gov

Administrative:

Mary Szafranski
Associate Superintendent of Health
and Nutrition Services
1535 W. Jefferson St. Bin #7
Phoenix, AZ 85007
Phone: (602) 542-8709
Fax: (602) 542-1531
Mary.Szafranski@azed.gov

2. Notices, correspondence, data, analyses, inquiries, invoices, technical reports and other information, including all Deliverables, from the Grantee to ADA shall be sent to:

Program Manager:

Lisa A. James
Arizona Department of Agriculture
1688 W. Adams St.
Phoenix, Arizona 85007
Phone: (602) 542-3262
Fax: (602) 364-0830
ljames@azda.gov

Program Coordinator:

Ashley Worthington
Arizona Department of Agriculture
1688 W. Adams St.
Phoenix, AZ 85007
Phone: (602) 542-0972
Fax: (602) 364-0830
aworthington@azda.gov

D. PRIOR APPROVAL REQUIREMENTS

1. Absence or change in key personnel. When it is necessary to change the project contact for a period of more than three consecutive months, the Grantee shall submit a written notification (email is acceptable) to the Program Coordinator. The

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notification shall contain the SCBGP-FB agreement number as well as the new individuals name and contact information.

2. Change in scope or objectives. When it is necessary to modify the project purpose, expected measurable outcomes, or substantially change the proposed work plan activities of the award, the Grantee shall submit a written justification for the change to the Program Coordinator. The written justification shall include the SCBGP-FB agreement number and a description of the revised scope or objectives of the project.
3. Extension of Grant Award Agreement. When an extension of time is necessary, the extension request must be received in writing no later than 60 days prior to the expiration date of the award. The request shall contain the SCBGP-FB agreement number; the length of additional time required to complete the project objectives and a justification for the extension; a summary of progress to date; an estimate of remaining funds; and a projected timetable to complete the project.
4. Budget changes. When a modification to the project's approved budget is necessary, the modification must be approved in writing by the Program Coordinator. An agreement amendment will be necessary if the cumulative amount of such modifications reaches or exceeds 20 percent (20%) of the project's total budget as last approved by the Program Coordinator. The request for budget modification shall contain the SCBGP-FB agreement number, a justification for the change and a description of the change that includes a comparison between the most recently approved budget and the proposed budget as well as an updated budget narrative of the affected cost categories.

E. DELIVERABLES:

1. **Quarterly Performance Reports** - The Grantee shall submit the following documentation to the Program Coordinator within 30 days of the close of each quarter for the length of the project (see reporting schedule below).
 - a. A budget report
 - b. A narrative report

The reports shall include, but are not limited to, budget expenditures, applicable in-kind (matching) expenditures, and a brief narrative of the project's progress, as applicable. **Failure to submit timely reports may result in the forfeiture of payment for that quarter and may affect the scoring of future grant applications.**

Reporting Periods

October 1 – December 31

January 1 – March 31

Report Due on or before

January 31

April 30

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April 1 – June 30
July 1 – September 30

July 31
October 31

The following information must be included in the Quarterly Performance Report by using the Quarterly Narrative Report Template (see APPENDIX C).

Project Title

Activities Performed

- ☐ Briefly describe the work accomplished during the reporting period. What specific tasks from the **Work Plan** of the approved project proposal were accomplished? Whenever possible, describe the work accomplished in both quantitative and qualitative terms, including any significant results, accomplishments, conclusions and recommendations resulting from the work completed during the reporting period. Be sure to include any favorable or unusual developments.
- ☐ Clearly describe the progress made towards achieving the **Expected Measurable Outcomes** identified in the approved project proposal. Include any baseline data developed through the project and any results from the implementation of the project's performance measures. Provide any survey results or research data developed during the period.
- ☐ If the project has the potential to benefit non-specialty crop commodities, describe the activities that were conducted to ensure that grant funds were used to solely enhance the competitiveness of specialty crops.
- ☐ If a target of a project has already been achieved, project staff is encouraged to amend the outcome measure in the performance report. This permits the project staff to "stretch" the goals in order to go beyond what they are already doing.

Problems and Delays

- ☐ Describe any unexpected delays, impediments, and challenges that have been confronted in order to complete the goals for the project such as changes or delays to the approved **Work Plan** activities and **Expected Measurable Outcomes**. Explain why these changes took place.
- ☐ Describe the corrective actions that were taken in order to address these delays, impediments, and challenges and to prevent their recurrence.
- ☐ If challenges occurred, review measurable outcomes to determine if targets are still realistic and attainable. An objective that is too stringent should be scaled back and identified in the performance report. Keep in mind that targets may slip due to all kinds of factors, such as employee turn-over and bad weather.

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Future Project Plans

- ☐ Briefly describe the work to be accomplished in the next reporting period. What specific tasks from the **Work Plan** of the approved project proposal will be accomplished? Make sure to include those activities that will be required to track and collect the data necessary to report on the **Expected Measurable Outcomes** from the approved project proposal.
- ☐ If the timeline of the approved project **Work Plan** has changed or is anticipated to change during the next reporting period, please provide an updated timeline for the remainder of the project.
- ☐ Describe any additional changes that are anticipated in the project in the future.
 - When it is necessary to modify the **Project Purpose**, substantially change the **Expected Measurable Outcomes** and/or the proposed **Work Plan** deliverables of an award, you must submit a formal scope amendment request to the ADA. This must be submitted as a separate document.
 - When it necessary to make cumulative budget changes of 20% or more of the project's total budget, you must submit a formal budget change request to the ADA. This must be submitted as a separate document.

Funding Expended To Date

- ☐ Provide the actual dollar amount or percentage of grant funds expended on the project from the beginning of the project to the end of the reporting period covered by this report, regardless of whether expenses have been reimbursed by the ADA.
 - ☐ If less than 1/2 of the project funds were expended in the first half of the total project period, please verify if you anticipate expending the remaining funds on approved project activities and budgeted expenditures by the end date of the grant. Please also describe your plans to ensure that the funds are expended in a timely manner.
 - ☐ The progress to date should coincide with the level of funds expended. If problems or delays have occurred, these should be described in the **Problems and Delays** section along with any corrective actions taken.
 - ☐ In the event that a project generated income because of planned activities, report the amount of this additional funding and describe how it has been or will be reinvested into the project to solely enhance the competitiveness of specialty crops.
2. **Effort Certification for Salaries and Wages** – The Grantee shall submit an effort certification for any salaries and wages charged to the grant. The effort certification must be submitted semi-annually and in accordance with 2 C.F.R. §200.430. A signed activity report (Appendix B) must be submitted for any salaries and wages that are charged to the grant, but not included in the semi-annual effort certification. The

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signed activity report must be submitted no later than forty five (45) calendar days after the Agreement termination date.

3. **Reimbursement** - Reimbursement requests may be submitted with each quarterly report or less frequently if no expenses have been incurred. The Grantee must obtain pre-approval from the Program Coordinator before any funds are reallocated within the approved budget.
4. **Annual Oral Presentations** - The Grantee shall make an annual oral presentation to ADA staff and other SCBGP stakeholders as scheduled by the SCBGP Coordinator.
5. **Final Performance and Financial Report** - A final narrative and budget report (APPENDIX A) must be submitted to ADA by the Grantee no later than forty five (45) calendar days after the Agreement termination date. **Failure to submit timely final reports may result in the forfeiture of final payment and may affect the scoring of future grant applications.** The final report must be approved by ADA and USDA-AMS. ADA will not disburse final payment until all requirements of the Agreement have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled. The final narrative report shall address all points listed below and be suitable for dissemination to the public.
All Final Performance Reports will be posted on the ADA's website at <http://www.azda.gov/Main/PreviouslyFundedProjects.htm>. Industry representatives and stakeholders will be notified when reports are posted.

The following information must be included in the Final Performance (Narrative) Report

Project Title

Project Summary

- ☐ Briefly summarize the project and its accomplishments in 200 words or less. This should be a self-contained description of the project suitable for dissemination to the public.

Project Purpose

- ☐ Describe the objectives and purpose of the project, including the specific issue, problem, or need that was addressed by the project.
- ☐ Describe the importance and timeliness of the project.
- ☐ If the project built on a previously funded project with the SCBGP or SCBGP-FB, describe how this project complemented and enhanced previously completed work.

**ARIZONA DEPARTMENT OF AGRICULTURE
SPECIALTY CROP BLOCK GRANT PROGRAM
GRANT AWARD AGREEMENT**

GRANT NO. SCBGP-FB15-25

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Project Activities

- ☐ Briefly describe the work accomplished during the grant period. What specific tasks from the **Work Plan** of the approved project proposal were accomplished throughout the project? Whenever possible, describe the work accomplished in both quantitative and qualitative terms, including any significant results, accomplishments, conclusions and recommendations resulting from the project. Be sure to include any favorable or unusual developments.
- ☐ If the overall scope of the project benefitted commodities other than specialty crops, indicate how project staff ensured that funds were used to solely enhance the competitiveness of specialty crops.

Goals and Outcomes Achieved

- ☐ Describe the achievement of the performance goals and measurable outcomes identified in the approved project proposal and subsequent amendments and provide a comparison of actual accomplishments with the goals established for the project. This should include a comparison of baseline or benchmark data with quantifiable targets that was established prior to or in the initial phases of the project.
- ☐ Include any recommendations or conclusions that can be made based upon your data and project outcomes.
- ☐ If outcome measures are long-term, summarize the progress that has been made towards achievement and describe future activities that will be conducted after the project's completion to help lead to the fulfillment of the outcomes.

Beneficiaries

- ☐ Describe the specialty crop groups and other stakeholders that benefited from the completion of this project's accomplishments.
- ☐ How many benefited from the project?
- ☐ How did they benefit from the project?

Lessons Learned

- ☐ If goals or outcome measures were not achieved, identify and share the lessons learned to help others expedite problem-solving.
- ☐ Describe any lessons you learned in the administration of the project that might be helpful for others who would want to implement a similar project.
- ☐ Lessons learned should draw on positive experiences (i.e., good ideas that improve project efficiency or save money) and negative experiences (i.e., lessons learned about what did not go well and what needs to be changed).

**ARIZONA DEPARTMENT OF AGRICULTURE
SPECIALTY CROP BLOCK GRANT PROGRAM
GRANT AWARD AGREEMENT**

GRANT NO. SCBGP-FB15-25

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Contact Person

- ☐ Name the Contact Person for the Project
- ☐ Telephone Number
- ☐ Email Address

Additional Information

- ☐ Provide additional information available (i.e., publications, websites, photographs) that is not applicable to any of the prior sections.
- ☐ Be sure to include any documents, publications, or other attachments referenced throughout the report. If the attachments are large, the State Department of Agriculture should consider combining them as an appendix to the full report and submitting the appendix as a separate file.

Grantees will be required to make annual oral presentations and provide additional information as necessary throughout the entire USDA-AMS grant period of 3 years. Grantees are responsible for responding to any inquiries from the ADA.

6. The Grantee shall identify the Agreement number in all reports submitted to the Program Coordinator. Reports may be submitted to the Program Coordinator via electronic mail (preferred), regular mail or facsimile. The Grantee is responsible for responding to any inquiries from ADA.
7. The Grantee **has the option** to include an acknowledgement of support in reports prepared for this Agreement and in any publications, printed materials and audio visuals generated with the financial support of the grant. If the grantee chooses to include an acknowledgement of support it must read as follows:
 - a. This publication [or project] was supported by the Specialty Crop Block Grant Program at the U.S. Department of Agriculture (USDA) through grant {Insert Grant Agreement Number}. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the USDA.

APPENDIX A: Quarterly Budget Report Template

See attached.

APPENDIX B: Quarterly Activity Report Template

See attached.

APPENDIX C: Quarterly Narrative Report Template

See attached.

**ARIZONA DEPARTMENT OF AGRICULTURE
SPECIALTY CROP BLOCK GRANT PROGRAM
GRANT AWARD AGREEMENT**

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F. PROJECT SUMMARY:

The Arizona Department of Education, Health and Nutrition Services (HNS) is applying for a state-focused award in the amount of \$9,528 to continue their work in connecting Arizona producers with school food service. The purpose of this proposal is to enhance the competitiveness of specialty crops in Arizona by preparing producers for a new market like schools. To advance Arizona's local food supply chain, HNS will provide seven specialty crop producers the opportunity to participate in a pilot program with the school food market. This pilot program will offer training and assistance in food safety, industry needs and specifications, procurement guidance, entrance into a well-attended school food show, and special recognition in the Department of Defense (DoD) Fresh Produce Program, complete with a marketing campaign highlighting the specialty crop products ready for this institutional market.

G. PROJECT BUDGET:

The Grantee must obtain pre-approval from the Program Coordinator before any funds are reallocated within the original/approved budget.

Budget Narrative

<i>Budget Summary</i>	
Expense Category	Funds Requested
Personnel	
Fringe Benefits	
Travel	
Equipment	
Supplies	
Contractual	
Other	9,528.00
Direct Costs Subtotal	9,528.00
Indirect Costs	-

Total Budget	9,528.00
---------------------	-----------------

**ARIZONA DEPARTMENT OF AGRICULTURE
SPECIALTY CROP BLOCK GRANT PROGRAM
GRANT AWARD AGREEMENT**

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Other Operating Expenses

Item Description	Justification for Expenses	Per-Unit Cost	# of Units	Funds Requested
AZ Grown License Plates	This will act as signage for the booths at SNAAZ to distinguish these booths from others at the food show.	1.00	7	7.00
Art Designer	This will pay for the graphic designer's time to build the Healthy Harvest Marketing materials.	39.00	12	468.00
Graphics	This will pay for each graphic that we will need to purchase in order to develop the additional marketing materials.	11.00	50	550.00
Rental of building space	This is the reduced fee agreed upon by the SNAAZ Board to bring in local veggie vendors. The normal cost for each booth is \$12,000. This is where our partnership with SNAAZ helps out nicely.	850.00	7	5,950.00
Transportation/ 55 Passenger Coach Bus	This will pay for the charter bus used to transport school food buyers to 3 farms as part of the preconference at the SNAAZ Conference in September 2016.	1,000	2	2,000
Printing/ Flash drive	This will pay for printed materials used to help with training and as samples for attendees on the preconference tours as part of the preconference at the SNAAZ Conference in September 2016.	5.53	100	553

Other Subtotal	9,528.00
-----------------------	-----------------

H. WORK PLAN:

Project Activity	Who	Timeline
Phase I: Training I / Vendor Selection (if necessary)	HNS Staff	October- December 2015
Survey to Schools	HNS Staff	January-April 2016

**ARIZONA DEPARTMENT OF AGRICULTURE
SPECIALTY CROP BLOCK GRANT PROGRAM
GRANT AWARD AGREEMENT**

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Project Activity	Who	Timeline
Training II (optional)	HNS Staff	April-June 2016
Training III (optional)	HNS Staff	April-June 2016
Phase II: SNAAZ Food Show + Farm Tour	HNS staff, SNAAZ Board	September 22-24, 2016
Phase III: Pilot Series via DoD Fresh Produce Program	HNS Staff, Stern Produce, USDA	August 2016 – July 2017
Final Evaluation & Report Launch	HNS Staff	July-September 2017

I. EXPECTED MEASURABLE OUTCOMES:

- Increase the number of local producers who are GHP/GAP certified or otherwise certified with a third party audit that satisfies most county health department requirements for approved source (**GOAL**). Three months into training, ADE will determine who, what, and how much product will be available to schools in the 2017 School Year (**PERFORMANCE MEASURE**). There are currently four vegetable producers will farm reviewed GHP/GAP certifications (**BENCHMARK**), we are hoping to move this number to ten who are also interested in selling to schools (**TARGET**).
- Increase the number of local food producers, down to the farm name, available on the DoD Fresh Produce catalog, via FFAVORS (**GOAL**). Three months into training, ADE will determine who, what, and how much product will be available to schools in the 2017 School Year (**PERFORMANCE MEASURE**) Historically, ADE has been successful to bring on one product, down to the farm name on the FFAVORS catalog at a time (**BENCHMARK**). Through training and promotion we hope to bring on seven products, down to the farm name on the FFAVORS catalog through the 2017 School Year for school meal programs (**TARGET**).
- Increase the percentage and/or dollars spent on locally grown products offered through the DoD Fresh Produce Program (**GOAL**). Three months into training, ADE will determine who, what, and how much product will be available to schools in the 2017 School Year (**PERFORMANCE MEASURE**). In February 2016, a survey will be administered to over 300 School Food Buyers who are eligible to receive DoD Fresh Produce Product. This survey will determine how much money will be spent on the DoD Fresh Produce Series in comparison to other fresh items offered. Dollars spent on specialty products, down to the farm name, have not been captured and reported in years prior. ADE hopes to hit an overall percentage of 19% of DoD Fresh Produce Funds spent on Arizona Grown product (**TARGET**). This will be a 9% increase from the 2015 school year (**BENCHMARK**).

Arizona Department Of Agriculture
Specialty Crop Block Grant Program
SCBGP-FB15-XX

APPENDIX A

Quarterly Budget Report - (DATE)

Budget Category	SCBGP Budget	Quarterly Expenses Oct. - Dec. 2014	Quarterly Expenses Jan. - Mar. 2015	Quarterly Expenses Apr. - June 2015	Quarterly Expenses July - Sept. 2015	Quarterly Expenses Oct. - Dec. 2015	Quarterly Expenses Jan. - Mar. 2016	Quarterly Expenses Apr. - June 2016	Quarterly Expenses July - Sept. 2016	Cummulative Expenses	Budget Remaining
Personnel Expenses											
(Enter position title here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Enter position title here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Personnel Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Employee Related Expenses (Fringe Benefits)											
(Enter position title here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Enter position title here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ERE Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel											
(Enter description here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Enter description here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Enter description here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Supplies											
(Enter description here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Enter description here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Enter description here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Supplies Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Professional & Outside Services (Contractual)											
(Enter description here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Enter description here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Enter description here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
P&O Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Operating Expenses											
(Enter description here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Enter description here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Enter description here)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OOE Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

APPENDIX B

Please Certify that these hours were for the Specialty Crop Block Grant Program only

Date _____

Arizona Department of Agriculture
Specialty Crop Block Grant Program (SCBGP)
FFY 2016 Quarterly Report
Grant Award Agreement #SCBGP-FB15-XX

Project Title

(Enter project title here)

Activities Performed

- ☐ Briefly describe the work accomplished during the reporting period. What specific tasks from the **Work Plan** of the approved project proposal were accomplished? Whenever possible, describe the work accomplished in both quantitative and qualitative terms, including any significant results, accomplishments, conclusions and recommendations resulting from the work completed during the reporting period. Be sure to include any favorable or unusual developments.
- ☐ Clearly describe the progress made towards achieving the **Expected Measurable Outcomes** identified in the approved project proposal. Include any baseline data developed through the project and any results from the implementation of the project's performance measures. Provide any survey results or research data developed during the period.
- ☐ If the project has the potential to benefit non-specialty crop commodities, describe the activities that were conducted to ensure that grant funds were used to solely enhance the competitiveness of specialty crops.
- ☐ If a target of a project has already been achieved, project staff is encouraged to amend the outcome measure in the performance report. This permits the project staff to "stretch" the goals in order to go beyond what they are already doing.
 - a. First Quarter (Oct. 2015 – Dec. 2015) Activities:
 -
 - b. Second Quarter (Jan. 2016 – Mar. 2016) Activities:
 -
 - c. Third Quarter (Apr. 2016– June 2016) Activities:
 -
 - d. Fourth Quarter (July 2016 – Sept. 2016) Activities:
 -

Problems and Delays

- ☐ Describe any unexpected delays, impediments, and challenges that have been confronted in order to complete the goals for the project such as changes or delays to the approved **Work Plan** activities and **Expected Measurable Outcomes**. Explain why these changes took place.
- ☐ Describe the corrective actions that were taken in order to address these delays, impediments, and challenges and to prevent their recurrence.

- ☐ If challenges occurred, review measurable outcomes to determine if targets are still realistic and attainable. An objective that is too stringent should be scaled back and identified in the performance report. Keep in mind that targets may slip due to all kinds of factors, such as employee turn-over and bad weather.
- a. First Quarter (Oct. 2015 – Dec. 2015) Activities:
 -
 - b. Second Quarter (Jan. 2016 – Mar. 2016) Activities:
 -
 - c. Third Quarter (Apr. 2016– June 2016) Activities:
 -
 - d. Fourth Quarter (July 2016 – Sept. 2016) Activities:
 -

Future Project Plans

- ☐ Briefly describe the work to be accomplished in the next reporting period. What specific tasks from the **Work Plan** of the approved project proposal will be accomplished? Make sure to include those activities that will be required to track and collect the data necessary to report on the **Expected Measurable Outcomes** from the approved project proposal.
- ☐ If the timeline of the approved project **Work Plan** has changed or is anticipated to change during the next reporting period, please provide an updated timeline for the remainder of the project.
- ☐ Describe any additional changes that are anticipated in the project in the future.
- When it is necessary to modify the **Project Purpose**, substantially change the **Expected Measurable Outcomes** and/or the proposed **Work Plan** deliverables of an award, you must submit a formal scope amendment request to the ADA. This must be submitted as a separate document.
 - When it necessary to make cumulative budget changes of 20% or more of the project's total budget, you must submit a formal budget change request to the ADA. This must be submitted as a separate document.
- a. First Quarter (Oct. 2015 – Dec. 2015) Activities:
 -
 - b. Second Quarter (Jan. 2016 – Mar. 2016) Activities:
 -
 - c. Third Quarter (Apr. 2016– June 2016) Activities:
 -
 - d. Fourth Quarter (July 2016 – Sept. 2016) Activities:
 -

Funding Expended To Date

- ☐ Provide the actual dollar amount or percentage of grant funds expended on the project from the beginning of the project to the end of the reporting period covered by this report, regardless of whether expenses have been reimbursed by the ADA.
- ☐ If less than 1/2 of the project funds were expended in the first half of the total project period, please verify if you anticipate expending the remaining funds on approved project activities and budgeted expenditures by the end date of the grant. Please also describe your plans to ensure that the funds are expended in a timely manner.
- ☐ The progress to date should coincide with the level of funds expended. If problems or delays have occurred, these should be described in the **Problems and Delays** section along with any corrective actions taken.
- ☐ In the event that a project generated income because of planned activities, report the amount of this additional funding and describe how it has been or will be reinvested into the project to solely enhance the competitiveness of specialty crops.
 - a. First Quarter (Oct. 2015 – Dec. 2015) Activities:
 -
 - b. Second Quarter (Jan. 2016 – Mar. 2016) Activities:
 -
 - c. Third Quarter (Apr. 2016– June 2016) Activities:
 -
 - d. Fourth Quarter (July 2016 – Sept. 2016) Activities:
 -

EXECUTIVE SUMMARY

Issue:	Consideration to approve the 2016 Migrant Education Program Summer School Program Allocations
---------------	-----------------------------------------------------------------------------------------------

☒ Action/Discussion Item

CONTRACT ABSTRACT

Background and Brief Explanation of Contract

Background: The Migrant Education Program (MEP) is a federally funded, state-operated program under the No Child Left Behind Act (NCLB) that provides supplemental program services to the children, ages 3 through 21, of seasonal or temporary agricultural workers. In Arizona, the program delivers services primarily through local educational agencies (LEAs) that design programs to meet the unserved needs of children residing in their area.

Purpose of the Contract: Summer school programs are an important supplemental education component that assists migrant students in closing their educational gaps that are a result of their migratory lifestyle. Supplemental Migrant Program allocations to Local Education Agencies are for summer school programs, which are provided on an annual basis.

Contact Information:

(Paulino Valerio, Education Program Specialist)

(Mary Haluska, State Migrant Director)

EXECUTIVE SUMMARY

Name of Contracting Party(ies)

LEA	Summer School Amount Requested
Avondale Elementary School District	\$30,000
Buckeye Union High School District	\$1,040
Chandler Unified School District	\$50,520
Coolidge Unified School District	\$48,468
Douglas Unified School District	\$31,744
Gadsden Elementary School District	\$56,951.08
Glendale Elementary School District	\$8,252
Hyder Elementary School District	\$15,000
PPEP TEC	\$14,360
Queen Creek Unified School District	\$120,000
Stanfield Elementary School District	\$2,000
Willcox Unified School District	\$50,000
Yuma Elementary School District	\$162,584.40
Total	\$590,919.48

Contract Amount

\$590,919.48

Source of Funds

Authorizing Legislation: Title I, Part C of the No Child Left Behind Act of 2001,
Education of Migratory Children

Function Code No.: MIGRANT500FAY14

EXECUTIVE SUMMARY

Responsible Unit at the Department of Education

Associate Superintendent:	Carol Lippert
Deputy Associate Superintendent:	Kelly Koenig
State Migrant Director:	Mary Frances Haluska
Program Contact:	Paulino Valerio

Dates of Contract

The agreement shall take effect upon approval of the Board and shall terminate on August 31, 2016

Previous Contract History

As in previous years, all LEAs administering a regular Migrant Education Program project are given the opportunity to apply for uncommitted Federal Migrant Program Year 2014 funds. These funds are used to implement summer school programs to benefit eligible migrant students. These summer school programs begin in late May 2016 and end no later than August 31, 2016.

Number Affected (Students, Teachers, Public, as appropriate)

The estimated number of students serviced is: 1,556.

Method of Determining Contract Amount(s)

The listed LEAs have requested funds to operate an MEP funded summer school program to meet the unique needs of migratory students. The Arizona Department of Education Migrant Program has approved funding levels requested by the individual LEAs.

Evaluation Plan

An assessment of LEA summer school programs will be conducted during Cycle monitoring visits by department MEP staff.

Recommendation to the Board

It is recommended that the Board approve the Migrant Summer School Allocations to LEAs contained in attachment.

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT AVONDALE ELEMENTARY SCHOOL DISTRICT

☐ **DECLINES MEP SUMMER SCHOOL FUNDS**

Are other summer school/ intersession programs available to MEP students (such as Title I, Part A Summer School)? ☐ YES ☐ NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.

☒ **WILL APPLY FOR MEP SUMMER SCHOOL FUNDS**

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.

☒ **MEP FUNDED SUMMER SCHOOL/ INTERSESSION**

Describe the focus and format of the summer school/ intersession program.

The focus of the MEP summer program will be to extend students language skills in reading, writing, and speaking through content instruction in Social Studies and Science using Guided Language Acquisition Design (GLAD) strategies with highly qualified teachers. The format will be a 4 day a week, 4 hours per day, for 3 week program. Our other Migrant partner districts will be invited to attend as well. The nurse will be utilized for health and dental checks for Migrant students. In addition, the nurse will offer nurse home visits, provide health classes for migrant students during the school day, as well as offer hygiene/wellness classes for parents and students.

The goal of this summer school is increased language ability as measured using DIBELS progress monitoring and formative classroom assessments. Class numbers are intentionally kept low to more easily forge relationships, monitor progress, and generate extensive language.

☐ **TO MEET THE UNIQUE NEEDS OF THE MEP STUDENT TO ATTEND SUMMER SCHOOL/ INTERSESSION FUNDED BY ANOTHER STATE OR FEDERAL PROGRAM**

Describe the unique needs that the allocation will strive to meet and how these needs were determined.

MIGRANT SUMMER SCHOOL/ INTERSESSION

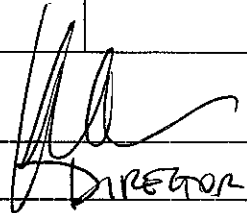
LETTER OF INTENT

FY 16

DISTRICT AVONDALE ELEMENTARY SCHOOL DISTRICT

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SIGNED



DATE

2.18.16

TITLE

DIRECTOR OF CURR & INNOVATION

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT: Buckeye Union High School District

☐ DECLINES MEP SUMMER SCHOOL FUNDS

Are other summer school/ intersession programs available to MEP students (such as Title I, Part A Summer School)? ☐ YES ☒ NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.

☒ WILL APPLY FOR MEP SUMMER SCHOOL FUNDS

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.

☐ **MEP FUNDED SUMMER SCHOOL/ INTERSESSION**

Describe the focus and format of the summer school/ intersession program.

The Buckeye Union High School District offers an academic summer school program as an extension to the regular academic program, designed to provide students with opportunities to gain academic credit, either as enrichment (first-time credit) or remediation (repeat credit). The tuition fee for a 5-week course is \$100. The summer session is scheduled to start on Wednesday, June 1st and will continue through Thursday, June 30th. Class times are 7:30 – 1:30, Monday through Friday.

To support migrant students, MEP funds will be used to pay the costs associated with tuition (\$100/credit) and transportation (\$160) affording eligible migrant students this essential opportunity without cost to the family.

☐ **TO MEET THE UNIQUE NEEDS OF THE MEP STUDENT TO ATTEND SUMMER SCHOOL/ INTERSESSION FUNDED BY ANOTHER STATE OR FEDERAL PROGRAM**

Describe the unique needs that the allocation will strive to meet and how these needs were determined.

☐ **OTHER**

Describe, in detail, how these funds will be used.

[illegible]

MIGRANT SUMMER SCHOOL/ INTERSESSION

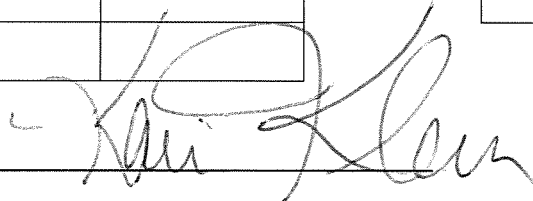
LETTER OF INTENT

FY 16

DISTRICT: Buckeye Union High School District

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SIGNED



DATE February 2, 2016

TITLE: Assistant Superintendent of Curriculum and Instruction

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT _____ Chandler Unified School

___ DECLINES MEP SUMMER SCHOOL FUNDS

Are other summer school/ intercession programs available to MEP students (such as Title I, Part A Summer School)? __ YES X NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.

XX WILL APPLY FOR MEP SUMMER SCHOOL FUNDS

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.

XX MEP FUNDED SUMMER SCHOOL/ INTERSESSION

Describe the focus and format of the summer school/ intercession program. There will be a Migrant Summer school available for Migrant students *only* K-3 and 4th – 6th grade at San Marcos Elementary June 6th – June 30th, 2016, Monday – Thursday for 4 hours a day.

TO MEET THE UNIQUE NEEDS OF THE MEP STUDENT TO ATTEND SUMMER SCHOOL/ INTERSESSION FUNDED BY ANOTHER STATE OR FEDERAL PROGRAM

Describe the unique needs that the allocation will strive to meet and how these needs were determined. We will have approximately 70 Migrant students attend Summer School to focus on Phonics, Phonemic Awareness, Fluency and Comprehension, based on student's needs using DIBELS end of year data. The intervention programs will be implemented by highly qualified teachers with a 1:5 ratio for our K-3 grades. LexiaCore5 will be used for the Language Arts portion with small group intervention. MEP Summer School will run Monday through Thursday from 8:00 – 12:00 pm for a duration of 4 weeks. We will have Math and Reading Endorsed Teachers available to oversee the program. ATI Galileo will be used to identify specific learning objectives for grades 4th – 6th.

The students will also, be participating in a Robotics program to include design, build, test and program of the FIRST Lego robotics kits. The students will also be able to complete an innovate project to reduce waste in our world by using recycled items. On the last day students will present their innovative project and there will be timed trials for their robots.

OTHER

Describe, in detail, how these funds will be used. MEP funding will be used to pay for the salaries and benefits for 14 teachers and 7 paraprofessionals. We will place (1) paraprofessional at each grade level (K-6th). We will have a 1:10 ratio in a classroom by using a (7) Teachers to teach the reading portion by grade level and (7) to teach the Math portion by grade level. Each teacher teams will be buddied up by

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT _____ **Chandler Unified School**

designating a teacher for Math and one teacher designated for the reading portion. Teacher teams will share the same students by grade level. Each grade level will focus on Reading the first hour of instruction, then switch the same grade level the next hour for Math. Each Grade level will be assigned a paraprofessional so at any point in time we could technically be at a 1:5 ratio with each grade level for small group instruction. After two hours of intense instruction, we will implement a Robotics program to include coding, team work, and helping student with an innovative project to reduce waste in our world. On the last day, we hope to have presentations of their robot and timed trials to see if their robots complete their intended mission.

The cost of a (10) Lego Robotic kits would allow this project to be implemented into the summer session.

IT IS ANTICIPATED THAT \$50,520 WILL BE NEEDED TO PROVIDE SUMMER SCHOOL/ INTERSESSION SERVICES.

THE PROGRAM IS EXPECTED TO BEGIN ON June 6, 2016 AND WILL END ON June 30, 2016.

NUMBER OF MIGRANT STUDENTS TO BE SERVED BY GRADE LEVEL

ANTICIPATED STAFFING NUMBERS

GRADE	
KINDERGARTEN	10
GRADE 1	10
GRADE 2	10
GRADE 3	10
GRADE 4	10
GRADE 5	10
GRADE 6	10
GRADE 12	
TOTAL	70

POSITION	TOTAL FTEs
Reading Specialist	2
Math Specialist	1
General Ed	11
Paraprofessional	7
	21

SIGNED  DATE 2-5-2016TITLE Director of Federal Programs

LETTER OF INTENT

FY 15

DISTRICT Coolidge Unified School District #21

DECLINES MEP SUMMER SCHOOL FUNDS

Are other summer school/ intercession programs available to MEP students (such as Title I, Part A Summer School)? X YES NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.

All Coolidge Unified students with identified and targeted needs or credit recovery need will be invited to participate in the Title I Summer School. Title I will be utilizing a targeted intervention model for students who did not meet the Arizona College and Career Readiness Standards and show a significant deficiency in grades K-8. Grades 9-12 will implement a credit recovery model.

X WILL APPLY FOR MEP SUMMER SCHOOL FUNDS

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.

X MEP FUNDED SUMMER SCHOOL/ INTERSESSION

Describe the focus and format of the summer school/ intercession program.

Above and beyond the scope of the Title I summer program the Migrant Summer School Program will have students working on an enriched curriculum. This year Coolidge will be utilizing the Conexiones program for our Migrant Summer School curriculum from Arizona State University for grades 4-8. Conexiones will be a computer based curriculum that will encourage students to be innovative and creative while reinforcing the skills needed to support success with the Arizona College and Career Readiness Standards. Grades Pre-K – 3rd will work with a highly qualified teacher with a project based curriculum to strengthen their application and implementation of the AZCCRS as well as successful transition to the next grade level. Grades 9-12 will participate in an opportunity to move ahead and gain additional course credits in an online curriculum.

 TO MEET THE UNIQUE NEEDS OF THE MEP STUDENT TO ATTEND SUMMER SCHOOL/
INTERSESSION FUNDED BY ANOTHER STATE OR FEDERAL PROGRAM

Describe the unique needs that the allocation will strive to meet and how these needs were determined.

 OTHER

Describe, in detail, how these funds will be used.

IT IS ANTICIPATED THAT \$48,468 WILL BE NEEDED TO PROVIDE SUMMER SCHOOL/ INTERSESSION SERVICES.

- Salaries and benefits 11.0 FTE MEP Program Teachers @ 14 days @ 6hrs @ \$30/hr = \$27,540.
- Salaries and benefits 2.0 FTE MEP Academic Coaches @ 16 days @ 6hrs @\$30/hr = \$5,760.
- Salary and benefits 1.0 FTE Coordinator @ 20 days @ 6hrs @ \$30/hr = \$3,600
- Transportation costs for MEP Students Only @ 12 days @ 8 routes @ \$108 = \$10,368
- Summer school supplies (paper, pencils, portfolios, crayons, expos, etc.) = \$1,200

THE PROGRAM IS EXPECTED TO BEGIN ON June 6th AND WILL END ON June 23rd.

NUMBER OF MIGRANT STUDENTS TO BE SERVED BY GRADE LEVEL

ANTICIPATED STAFFING NUMBERS

GRADE	Coolidge	San Tan
Pre K & KINDER	12	0
GRADE 1	6	1
GRADE 2	12	0
GRADE 3	13	2
GRADE 4	6	0
GRADE 5	10	1
GRADE 6	11	3
GRADE 7	7	0
GRADE 8	1	0
GRADE 9	7	0
GRADE 10	8	1
GRADE 11	2	2
GRADE 12	5	0
Total	95	10

POSITION	TOTAL FTEs
Coolidge Pre K / Kinder	1.0
Coolidge Grade 1	1.0
Coolidge Grade 2	1.0
Coolidge Grade 3	1.0
Coolidge Grade 4	1.0
Coolidge Grade 5	1.0
Coolidge Grade 6	1.0
Coolidge Grades 7/8	1.0
Coolidge Grades 9-12	1.0
San Tan Grades K-6	1.0
San Tan Grades 7-12	1.0
Coach/Coordinator	3.0

SIGNED



DATE

2.10.16

TITLE

Director of Curriculum

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

DISTRICT ^{FY 16} Douglas Unified School District

☐ DECLINES MEP SUMMER SCHOOL FUNDS

Are other summer school/ intersession programs available to MEP students (such as Title I, Part A Summer School)? ☐ YES ☒ NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.

☒ WILL APPLY FOR MEP SUMMER SCHOOL FUNDS

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.

☒ MEP FUNDED SUMMER SCHOOL/ INTERSESSION

Describe the focus and format of the summer school/ intersession program.

Migrant funds will be used to pay for teacher salaries serving at-risk migrant students, fees for credit recovery & student supplies (paper, pencils, etc.)

☐ TO MEET THE UNIQUE NEEDS OF THE MEP STUDENT TO ATTEND SUMMER SCHOOL/ INTERSESSION FUNDED BY ANOTHER STATE OR FEDERAL PROGRAM

Describe the unique needs that the allocation will strive to meet and how these needs were determined.

☐ OTHER

Describe, in detail, how these funds will be used.

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT

Douglas Unified School District

7 teachers X \$150/day X 16 days = \$16,800 X .28 (Benefits) (4704.00) = 21,504
 7 IAX 5 hours per day X \$10/day X 16 days = \$5,600.00 X .28 (Benefits) (1568.00) 7,168
 3 Data Clerks 5 hours X \$10 X 16 days = 2400.00 X .28 672 = 3072.00

IT IS ANTICIPATED THAT \$ 31,744.00 WILL BE NEEDED TO PROVIDE SUMMER SCHOOL/ INTERSESSION SERVICES.

THE PROGRAM IS EXPECTED TO BEGIN ON 5/31/16 AND WILL END ON 6/23/16
 (16 days)

NUMBER OF MIGRANT STUDENTS TO BE SERVED BY GRADE LEVEL

ANTICIPATED STAFFING NUMBERS

GRADE	
KINDERGARTEN	5
GRADE 1	3
GRADE 2	7
GRADE 3	12
GRADE 4	8
GRADE 5	5
GRADE 6	12
GRADE 7	15
GRADE 8	4
GRADE 9	10
GRADE 10	11
GRADE 11	4
GRADE 12	1
TOTAL	97

POSITION	TOTAL FTEs
K-1 Teacher	1 (8) ^{number of students}
2nd Teacher	1 (7)
3rd Teacher	1 (12)
4-5 Teacher	1 (13)
6 Teacher	1 (12)
7 Teacher	1 (15)
9-11 Teacher	1
Instructional Assistants	7
Data Clerks	3

Total = 17

SIGNED

[Signature]

DATE

2/1/16

TITLE

Curriculum & Federal Programs Director

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT Gadsden Elementary School District No. 32

DECLINES MEP SUMMER SCHOOL FUNDS

Are other summer school/ intercession programs available to MEP students (such as Title I, Part A Summer School)? X YES NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.

Elementary schools have funding for 4 teachers from 21st Century Community Learning Centers to 45 students who Fall Far Below grades 4, 5, and 6th Grades including migrant students. Funding from Move On When Reading will be available to 15 students migrant and non-migrant by school.

X WILL APPLY FOR MEP SUMMER SCHOOL FUNDS

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.

X MEP FUNDED SUMMER SCHOOL/ INTERSESSION

Describe the focus and format of the summer school/ intercession program. Due to limited funding, the Migrant Education Program will be offering small class instruction for migrant students who Fall Far Below (7-10) or are approaching on district post benchmark scores . The purpose of the Migrant Summer School is to build strong foundations on math skills/concepts and implement RICE strategy to word problems. Big five of Reading: Phonemic Awareness, Phonics, Fluency, Comprehension, and Non-sense words.

TO MEET THE UNIQUE NEEDS OF THE MEP STUDENT TO ATTEND SUMMER SCHOOL/ INTERSESSION FUNDED BY ANOTHER STATE OR FEDERAL PROGRAM

Describe the unique needs that the allocation will strive to meet and how these needs were determined.

Describe, in detail, how these funds will be used.

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT Gadsden Elementary School District No. 32IT IS ANTICIPATED THAT \$ 56951.08 WILL BE NEEDED TO PROVIDE SUMMER SCHOOL/ INTERSESSION SERVICES.THE PROGRAM IS EXPECTED TO BEGIN ON 5/25/16 AND WILL END ON 6/15/16.

NUMBER OF MIGRANT STUDENTS TO BE SERVED BY GRADE LEVEL

ANTICIPATED STAFFING NUMBERS

GRADE Preschool	10
KINDERGARTEN	30
GRADE 1	35
GRADE 2	35
GRADE 3	40
GRADE 4	35
GRADE 5	30
GRADE 6	30
GRADE 7	25
GRADE 8	0
GRADE 9	
GRADE 10	
GRADE 11	
GRADE 12	
TOTAL	270

POSITION	TOTAL FTEs
Highly Qualified Teachers	26
Health Aide at San Luis Preschool	1

SIGNED Maria Chavez  DATE February 16, 2016TITLE Migrant Education Program Coordinator

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT: Glendale Elementary School District, Glendale AZ

DECLINES MEP SUMMER SCHOOL FUNDS

Are other summer school/ intercession programs available to MEP students (such as Title I, Part A Summer School)? X YES NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.

Literacy and Math Summer school program will be funded by Title I Grant. Students not making progress on Math and Literacy will be recruited to participate in the Title I Summer program. Migrant students will be included in the identification, recruitment and invitation to this program. The summer program covered with Migrant funds will be above and beyond from the Title I program because "Conexiones" is a computer based program that emphasizes Science, Technology, Engineering and Math (STEM) using Edmodo platform. Conexiones is a supplemental program exclusively for Migrant students. Conversely, The Title I program will cover basic Literacy and Math skills and it's not computer based.

X **WILL APPLY FOR MEP SUMMER SCHOOL FUNDS**

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.

X **MEP FUNDED SUMMER SCHOOL/ INTERSESSION**

Describe the focus and format of the summer school/ intercession program.

The Migrant summer program at Glendale Elementary School District will offer the following activities:

1. Conexiones program through ASU for 4th-5th grade Migrant students (Conexiones is a curricula that focuses on reinforcing language, reading and writing skill while integrating scientific literacy skills. Scientific literacy is a foundation for the future success and interest in Science, Technology, Engineering and Math (STEM) using Edmodo platform.)
Compensation for instructor: 5.5 hours per day x 4 days x per week x 2.25 wks. @ \$28/per hr. = **\$1,386**
2. Conexiones program through ASU for 6th-8th grade Migrant students
Compensation for instructor: 5.5 hours per day x 4 days x per week x 2.5 wks. @ \$28/per hr. = **\$1,386**
3. One day certified substitute compensation to chaperone students attending the ASU (Tempe) Migrant Education Program Conexiones Graduation program= 4.28 hrs x \$28 = **\$120.**
4. Conexiones 4th-5th grade training for the instructor: 25 hours x \$28/hour = **\$700**
5. Conexiones 6th-8th grade training for the instructor: 25 hours x \$28/hour = **\$700**

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT: Glendale Elementary School District, Glendale AZ

6. Travel expenses for transporting migrant students from their home schools to the Conexiones class location and transporting migrant student from their home to ASU (Tempe Campus) **\$3,600**
(The transportation department provided us with an estimate cost)
7. Meal for Migrant Education Program ASU-(Tempe) Visit: \$10.00 per meal x 16 students = **\$160**
8. Supply expenses for Conexiones classes: (copy paper, lined paper, pencils, student binders, color pencils and markers), **\$200**

IT IS ANTICIPATED THAT \$8,252 WILL BE NEEDED TO PROVIDE SUMMER SCHOOL.

THE PROGRAM IS EXPECTED TO BEGIN ON May 31st AND WILL END ON June 30th, 2016

NUMBER OF MIGRANT STUDENTS TO BE SERVED BY GRADE LEVEL

GRADE	
KINDERGARTEN	1
GRADE 1	2
GRADE 2	2
GRADE 3	2
GRADE 4	3
GRADE 5	4
GRADE 6	2
GRADE 7	4
GRADE 8	3
GRADE 9	1
GRADE 10	1
GRADE 11	2
GRADE 12	3
TOTAL	30

ANTICIPATED STAFFING NUMBERS

POSITION	TOTAL FTEs
Certified teachers (.5 x 2)	1.0

SIGNED *Marsha Las Tetter* DATE February 5th, 2016

TITLE Director for Language Acquisition, Glendale Elementary School Dist. #40

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT EAST YUMA COUNTY MIGRANT CONSORTIUMIT IS ANTICIPATED THAT \$ 15,000.00 WILL BE NEEDED TO PROVIDE SUMMER SCHOOL/
INTERSESSION SERVICES.THE PROGRAM IS EXPECTED TO BEGIN ON MAY 31, 2016 AND WILL END ON JUNE 10, 2016.

NUMBER OF MIGRANT STUDENTS TO BE SERVED BY GRADE LEVEL

ANTICIPATED STAFFING NUMBERS

GRADE	
KINDERGARTEN	12
GRADE 1	7
GRADE 2	5
GRADE 3	5
GRADE 4	5
GRADE 5	4
GRADE 6	6
GRADE 7	6
GRADE 8	5
GRADE 9	4
GRADE 10	4
GRADE 11	
GRADE 12	
TOTAL	59

POSITION	TOTAL FTEs
10	.1

SIGNED

TITLE

DATE

[Signature] 2/2/16
Superintendent

Through the Hyatt ELEM School District #16

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT EAST YUMA CO, MIGRANT CONSORTIUM THRU HYDER ELEM SCHOOL DISTRICT #16

☐ **DECLINES MEP SUMMER SCHOOL FUNDS**

Are other summer school/ intercession programs available to MEP students (such as Title I, Part A Summer School)? ☐ YES ☒ NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.

☐ **WILL APPLY FOR MEP SUMMER SCHOOL FUNDS**

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.

☒ **MEP FUNDED SUMMER SCHOOL/ INTERSESSION**

Describe the focus and format of the summer school/ intercession program.

FOR MIGRANT STUDENTS TO ACHIEVE SUCCESS IN THE AZMERIT TESTING, READING, WRITING, MATH, AND SCIENCE WILL BE FOCUSED UPON.

☐ **TO MEET THE UNIQUE NEEDS OF THE MEP STUDENT TO ATTEND SUMMER SCHOOL/ INTERSESSION FUNDED BY ANOTHER STATE OR FEDERAL PROGRAM**

Describe the unique needs that the allocation will strive to meet and how these needs were determined.

☐ **OTHER**

Describe, in detail, how these funds will be used.

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT : PPEP, Inc. (PPEP TEC High School) CTD#108744000

 DECLINES MEP SUMMER SCHOOL FUNDS

Are other summer school/ intersession programs available to MEP students (such as Title I, Part A Summer School)? YES NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.

 X **WILL APPLY FOR MEP SUMMER SCHOOL FUNDS**

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.

 X **MEP FUNDED SUMMER SCHOOL/ INTERSESSION**

Describe the focus and format of the summer school/ intersession program.

MEP Summer programs will focus on:

1) PASS: A packet program for credit recovery. 2) Conexionse Instruction – A technology based language arts and math program that uses innovative technology to further the development of reading, writing and math skills while inspiring students to pursue post-secondary education. ... It is important to PPEP TEC High School to keep migrant students in school during the summer due to their mobility during the regular school year. Additionally, many migrant students are also English language learners, which can hinder the learning process. The Migrant Program at the PPEP TEC High Schools in San Luis and Somerton will be offering a 4 week summer intersession with low teacher/student ratio that enables our teachers to provide intensive, individualized instruction to students who need to learn to learn English due to ELD requirements, and who have not met the rigorous Arizona State Standards on the tests in reading, writing, and math

 TO MEET THE UNIQUE NEEDS OF THE MEP STUDENT TO ATTEND SUMMER SCHOOL/ INTERSESSION FUNDED BY ANOTHER STATE OR FEDERAL PROGRAM

Describe the unique needs that the allocation will strive to meet and how these needs were determined.

 OTHER

Describe, in detail, how these funds will be used.

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT : PPEP, Inc. (PPEP TEC High School) CTD#108744000

IT IS ANTICIPATED THAT \$14,360 WILL BE NEEDED TO PROVIDE SUMMER SCHOOL/ INTERSESSION SERVICES.

/THE PROGRAM IS EXPECTED TO BEGIN ON 06/06/16 AND WILL END ON 07/01/16

/

NUMBER OF MIGRANT STUDENTS TO BE SERVED BY GRADE LEVEL

ANTICIPATED STAFFING NUMBERS

GRADE	
KINDERGARTEN	
GRADE 1	
GRADE 2	
GRADE 3	
GRADE 4	
GRADE 5	
GRADE 6	
GRADE 7	
GRADE 8	
GRADE 9	5
GRADE 10	10
GRADE 11	10
GRADE 12	20
TOTAL	45

POSITION	TOTAL FTEs
Teachers : 4 x 20hrs/wk x 4 wks	2.0
Summer School Coordinators: 2 x 30 hrs/wk x 5 wks	1.5

SIGNED



DATE

1/28/16

TITLE

Director of Business Operations & Grants

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT **Queen Creek Unified School District #95 Migrant Education Program**

____ DECLINES MEP SUMMER SCHOOL FUNDS

Are other summer school/ intercession programs available to MEP students (such as Title I, Part A Summer School)? __ YES __ NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.



WILL APPLY FOR MEP SUMMER SCHOOL FUNDS

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.



MEP FUNDED SUMMER SCHOOL/ INTERSESSION

Describe the focus and format of the summer school/ intercession program. The Queen Creek USD Migrant Education summer school program will provide significant, communicative opportunities for our school district most at-risk students. Our Queen Creek Migrant Education children have an extremely wide range of educational experiences; some are concrete, others are sporadic and incomplete. Some Migrant Education students lack content-area knowledge in their respective grade levels; others are simply beginning their second language socialization process.

Furthermore, our Migrant Education children are functioning at various language fluency levels. Migrant children have unlimited potential because of their rich linguistic and cultural heritage. For this reason, the Queen Creek Migrant Education summer school program will plan a schedule to meet the needs of all of our Migrant Education children. Teachers will be highly encourage to use any teaching strategies, practices, or other skills to create a positive, successful learning setting for every Migrant Education child enrolled in our Migrant Education summer school program.

The Migrant Education summer school program in Queen Creek will be centering on reinforcing basic skills in reading, writing, mathematics and computer literacy. A major component of the

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT **Queen Creek Unified School District #95 Migrant Education Program**

Migrant Education summer school program will be the acquisition of English language. The curriculum and resources selected to teach during the summer school program will be Journey's, which it is designed for different levels with different subject. This curriculum is based on science themes and incorporated rich vocabulary, reading, listening, speaking and writing opportunities. All students in each class will be leveled according to their language ability and provided small group instruction that will be meaningful and effective. All teachers hired who will work for the Migrant Education summer school program will be certified in DIBLES

All QC Migrant Education summer school program students will receive at least 2 to 3 hours of technology instruction per week. Highly qualified technology instructors will be hired to teach our Migrant Education students computer literacy and they will also collaborate with the regular classroom teachers to integrate technology in their daily lesson plans. Lower grade levels will be exposed to different software, educational games to reinforce reading and math skills. The older grade levels will be using a program called "Kidspiration" to web ideas, vocabulary words, and life cycle of plants and animals.

High school MEP students will be enrolled in the high school PASS summer program for credit accrual. These students will be referred by their school counselors to be enrolled in a class that will provide either ½ or 1 credit for their graduation credit requirements. Economics, English, US/AZ Government, and Art (first and second semester) classes will be offered for migrant education high school students. Three highly qualified teachers and two Paraprofessionals will be hired to work with PASS program students during summer.

For 2016 Summer school program, the Queen Creek Migrant Education Program will work with ASU-Conexiones to offer six educational sessions to middle school students. These sessions will be offered on Fridays and will integrate Language Arts, Mathematics and Computer Literacy. The students will work with a trained teacher to complete several modules. A pre and post-test will be available to analyze student educational advances.

The Queen Creek Migrant Education summer school program will also offer services to some students who are identified as Special Education. These students will receive educational services. One to one aides will also be hired to aid these children in and outside the classrooms.

The Migrant Education summer school program will provide transportation to all Migrant Education children from Queen Creek, Higley, Florence, Gilbert, and Apache Junction. In addition, some of our Migrant Education students classified as residents (R) will also receive

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT **Queen Creek Unified School District #95 Migrant Education Program**

transportation services, as well as, all Queen Creek MEP students. The program will offer classes Monday through Wednesday from 8:00 am to 12:00pm and on Thursdays from 8:00am to 2:30pm. Two field trips (Educational and Recreational/Cultural) will be planned for this year's program. During this month, the students will have two days to work on special projects. These projects will help our students to build teamwork, increase self-esteem, and raise their responsibility skills.

The Queen Creek Migrant Education Program projects to hire 19 highly qualified teachers to work with our Pre-school to 8th graders, PASS program, a nurse, seven instructional aides, a front desk person, a testing specialist and a summer school coordinator who will ensure that all of our Queen Creek Migrant Education students enrolled in our Migrant Education summer school program receive quality of instructional services. Three home/school liaisons will also work during summer to provide social services and referrals to our Migrant Education students. At the same time, these home/school liaisons will continue with Identification and Recruitment. The program will also work closely with transportation department. It is projected, for the amount of the students that QC transportation department will hire 7 to 8 drivers. Breakfast and Lunch will also be provided, as well as, a light snack to our pre-school migrant education children. The Migrant Education summer school program is projected to start on June 6, 2016 and end on June 30, 2016.

**____ TO MEET THE UNIQUE NEEDS OF THE MEP STUDENT TO ATTEND SUMMER SCHOOL/
INTERSESSION FUNDED BY ANOTHER STATE OR FEDERAL PROGRAM**

Describe the unique needs that the allocation will strive to meet and how these needs were determined.

____ OTHER

Describe, in detail, how these funds will be used.

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT **Queen Creek Unified School District #95 Migrant Education Program**

IT IS ANTICIPATED THAT **\$120,000.00** WILL BE NEEDED TO PROVIDE SUMMER SCHOOL/
INTERSESSION SERVICES.

THE PROGRAM IS EXPECTED TO BEGIN ON **JUNE 6, 2016** AND WILL END ON **JUNE 30, 2016**

NUMBER OF MIGRANT STUDENTS TO BE SERVED BY GRADE LEVEL

ANTICIPATED STAFFING NUMBERS

GRADE	TOTAL
PRE-SCHOOL	33
KINDERGARTEN	30
GRADE 1	27
GRADE 2	31
GRADE 3	42
GRADE 4	29
GRADE 5	27
GRADE 6	36
GRADE 7	31
GRADE 8	32
GRADE 9	27
GRADE 10	22
GRADE 11	29
GRADE 12	21
TOTAL	417

POSITION	TOTAL FTEs
PreK to 8 TH Teachers	16 FTE
High School PASS Teachers	3 FTE
PreK to 8 th Teacher Aides	8 FTE
High School PASS Teacher Aides	2 FTE
Nurse	1 FTE
Summer School Coordinator	1 FTE
Computer Lab Aide	1 FTE
Testing Specialist	1 FTE
Testing Specialist Aide	1 FTE
Attendance Clerk	1 FTE
Home/School Liaisons & Recruiters	3 FTE
Student Aide	1 FTE

SIGNED

Monica J. Silera

DATE **January 27, 2016**

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT **Queen Creek Unified School District #95 Migrant Education Program**

TITLE **Special Projects Director**

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT Stanfield Elementary School District

DECLINES MEP SUMMER SCHOOL FUNDS

Are other summer school/ intercession programs available to MEP students (such as Title I, Part A Summer School)? ☒ YES ☐ NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.

21st CCLC has a remedial summer program that will run at the same time. Migrant summer program is enrichment offered only to migrant students. A shared parent activity on the final day as a culmination event will be the only coordinated event.

WILL APPLY FOR MEP SUMMER SCHOOL FUNDS

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.

☒ MEP FUNDED SUMMER SCHOOL/ INTERSESSION

Describe the focus and format of the summer school/ intercession program.

Format will be a Monday - Thursday program, 4 hours daily. Enrichment activities based on STEM as well as field trips will be planned as cultural events. These cultural efforts are offered only to the migrant students in the summer program.

TO MEET THE UNIQUE NEEDS OF THE MEP STUDENT TO ATTEND SUMMER SCHOOL/ INTERSESSION FUNDED BY ANOTHER STATE OR FEDERAL PROGRAM

Describe the unique needs that the allocation will strive to meet and how these needs were determined.

OTHER

Describe, in detail, how these funds will be used.

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT Stanfield ESDIT IS ANTICIPATED THAT \$ 2,000 WILL BE NEEDED TO PROVIDE SUMMER SCHOOL/
INTERSESSION SERVICES.

THE PROGRAM IS EXPECTED TO BEGIN ON _____ AND WILL END ON _____.

NUMBER OF MIGRANT STUDENTS TO BE SERVED BY GRADE LEVEL

ANTICIPATED STAFFING NUMBERS

GRADE	
KINDERGARTEN	4
GRADE 1	4
GRADE 2	4
GRADE 3	4
GRADE 4	4
GRADE 5	4
GRADE 6	4
GRADE 7	4
GRADE 8	4
GRADE 9	-
GRADE 10	-
GRADE 11	-
GRADE 12	-
TOTAL	32

POSITION	TOTAL FTEs
Teacher	2
Aide	1.8
Coordinator	0.2

SIGNED _____

DATE 2-17-16

TITLE _____

Superintendent

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT Willcox Unified School District # 13OTHER Describe, in detail, how these funds will be used.

IT IS ANTICIPATED THAT \$ 50,000.00 WILL BE NEEDED TO PROVIDE SUMMER SCHOOL/ INTERSESSION SERVICES.

THE PROGRAM IS EXPECTED TO BEGIN ON 05/23/2016 AND WILL END ON 06/20/2016.

NUMBER OF MIGRANT STUDENTS TO BE SERVED BY GRADE LEVEL

ANTICIPATED STAFFING NUMBERS

GRADE	
KINDERGARTEN	10
GRADE 1	10
GRADE 2	10
GRADE 3	08
GRADE 4	09
GRADE 5	06
GRADE 6	04
GRADE 7	04
GRADE 8	04
GRADE 9	06
GRADE 10	02
GRADE 11	02
GRADE 12	
	75

POSITION	TOTAL FTEs
Teachers	5
TA's	5
Admin	2
Bus Drivers	2
Total	14

SIGNED

TITLE

DATE

[Signature]
 Superintendent

2/3/16

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT Willcox Unified School District # 13

DECLINES MEP SUMMER SCHOOL FUNDS

Are other summer school/ intercession programs available to MEP students (such as Title I, Part A Summer School)? X YES NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.

X WILL APPLY FOR MEP SUMMER SCHOOL FUNDS

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.

X MEP FUNDED SUMMER SCHOOL/ INTERSESSION

Describe the focus and format of the summer school/ intercession program.

We will have a four week summer school session, 4 days a week, 4 hours per day. There will be 5 HQ teachers and 5 HQ Paraprofessionals covering grades K-11. Our goal is to focus on leaning, that has been presented during the current school year and reinforce areas that need to be revised to solidify the learning. Small groups are perfect for Teachers to meet migrant student's needs. We focus on learning and keep non instructional time to a minimum. The curriculum will include reading, writing, math, word vocabulary and speaking English. Summer School helps Migrant students be ready for the next school year. The program will make sure all the students are getting excellent breakfast and lunch each day. Teacher supervision will be there at all times. Our teachers are dedicated to providing the BEST Summer School.

TO MEET THE UNIQUE NEEDS OF THE MEP STUDENT TO ATTEND SUMMER SCHOOL/ INTERSESSION FUNDED BY ANOTHER STATE OR FEDERAL PROGRAM

Describe the unique needs that the allocation will strive to meet and how these needs were determined.

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT Yuma Elementary School District one

☐ DECLINES MEP SUMMER SCHOOL FUNDS

Are other summer school/ intercession programs available to MEP students (such as Title I, Part A Summer School)? ☐ YES ☒ NO

Briefly describe other programs available to your students and how your LEA plans to coordinate these services.

☒ WILL APPLY FOR MEP SUMMER SCHOOL FUNDS

CHOOSE THE PROGRAM BELOW THAT BEST DESCRIBES THE SUMMER SCHOOL/ INTERSESSION PROGRAM THAT YOUR LEA WILL BE RUNNING.

COMPLETE THE DESCRIPTION OF SERVICES BELOW THE OPTION YOU CHOOSE.

☒ MEP FUNDED SUMMER SCHOOL/ INTERSESSION

Describe the focus and format of the summer school/ intercession program.

The focus for Yuma School District One Migrant Summer School 2016 will continue to build on previous summer programs to help students succeed through STEM activities with an emphasis on Writing. Migrant students will use Writing to scaffold their learning using high interest, yet challenging academic lessons including robotics, Lego, technology and rigorous STEM lessons.

☒ TO MEET THE UNIQUE NEEDS OF THE MEP STUDENT TO ATTEND SUMMER SCHOOL/ INTERSESSION FUNDED BY ANOTHER STATE OR FEDERAL PROGRAM

Describe the unique needs that the allocation will strive to meet and how these needs were determined.

Despite the past efforts to move Migrant students forward in academics, we have not reached our goals. This year in order to meet their needs a strong and rigorous Writing component will be the focus for our students to succeed in STEM subject areas. These needs became evident after analyzing Migrant student data, past summer school attendance and ongoing Migrant Services.

☒ OTHER

Describe, in detail, how these funds will be used.

These funds will be used to add to our existing repertoire of STEM activities, Brick Labs, K'NEX and Robotics with the tools to support a strong program that incorporates Writing. District academic coaches will provide professional development and a partnership with outside Engineers will provide needed academic support for Robotics planning. An Excel spread sheet with a breakdown of staff & expenses is attached.

MIGRANT SUMMER SCHOOL/ INTERSESSION

LETTER OF INTENT

FY 16

DISTRICT Yuma Elementary School District One

IT IS ANTICIPATED THAT \$ 162,584.40 WILL BE NEEDED TO PROVIDE SUMMER SCHOOL/ INTERSESSION SERVICES.

THE PROGRAM IS EXPECTED TO BEGIN ON June 6, 2016 AND WILL END ON June 30, 2016.

NUMBER OF MIGRANT STUDENTS TO BE SERVED BY GRADE LEVEL

GRADE	
KINDERGARTEN	30
GRADE 1	30
GRADE 2	30
GRADE 3	30
GRADE 4	30
GRADE 5	30
GRADE 6	30
GRADE 7	30
GRADE 8	30
GRADE 9	
GRADE 10	
GRADE 11	
GRADE 12	
TOTAL	300

ANTICIPATED STAFFING NUMBERS

POSITION	TOTAL FTEs
Teachers (20) \$30/hr	4.0 hrs/day for 16 days= \$46,080.00
Paraprofessionals (10) \$10/hr	4 hrs/day for 16 days = 11,534.40
Facilitator	\$5,400.00
Clerk (1), \$10/hr.	6 hrs/day for 16 days = \$1,170.00
Custodian (1) \$10/hr	6 hrs/day for 16 days = \$1,036.80

SIGNED

Maria P. Nixen

DATE

February 6, 2016

TITLE

Migrant Program Coordinator

MIGRANT SUMMER ACADEMY FY16

June 6th - 30th

8am - 12pm

Monday - Thursday

FTE'S	PERSONNEL	STIPEND	DAILY RATE	HOURL Y RATE	HRS PER DAY	DAY S	WKS	EXTR A HRS	SALARY	BENEFITS	TOTAL
1	FACILITATOR	\$4,500.00							\$4,500.00	\$900.00	\$5,400.00
1	CLERK/HEALTH AIDE			\$10.00	6	16		15	\$975.00	\$195.00	\$1,170.00
1	CUSTODIAN			\$9.00	6	16		0	\$864.00	\$172.80	\$1,036.80
20	TEACHERS			\$30.00	4	16			\$38,400.00	\$7,680.00	\$46,080.00
20	TCHS PLANNING			\$30.00	1	16		12	\$9,612.00	\$1,922.40	\$11,534.40
10	PARA'S			\$9.00	4	16			\$5,760.00	\$1,152.00	\$6,912.00
10	PARA'S PLANNING			\$9.00	2	16		12	\$2,892.00	\$578.40	\$3,470.40
1	Pre-School Teacher			\$30.00	4	16			\$1,920.00	\$384.00	\$2,304.00
1	Pre-School Teacher Planning			\$30.00	1	16		12	\$492.00	\$98.40	\$590.40
1	Pre-School Para Planning			\$9.00	1	16		12	\$156.00	\$31.20	\$187.20
1	Pre-School Para			\$9.00	1	16			\$144.00	\$28.80	\$172.80
SUMMER SCHOOL TRANSPORTATION											\$30,000.00
	SUPPLEMENTAL MATERIALS/SUPPLIES 300 STUDENTS @ \$10 per student										\$3,000.00
	Custodial Supplies										\$2,000.00
	Supplemental Materials/supplies that support STEM, Robotics and Writing										\$20,000.00
	Bookbags										\$20,000.00
4	Professional Development Presentors/Trainers			\$ 30.00	6	2			\$ 1,440.00	\$ 288.00	\$1,728.00
3	Migrant Advocates			\$ 30.00				20	\$ 1,800.00	\$ 360.00	\$2,160.00
1	Migrant Coordinator		\$ 252.00			16			\$ 4,032.00	\$ 806.40	\$4,838.40
GRAND TOTAL											\$162,584.40

EXECUTIVE SUMMARY

Issue: Consideration to Approve Additional Monies for Teacher Compensation for the Fiscal Year 2016-2017 Relating to A.R.S. §15-952 and §15-537

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

A.R.S. §15-952 (A) specifies that if granted State Board approval, a local school district governing board may calculate its revenue control limit and district support level for the budget year using the base level prescribed in A.R.S. §15-952 (B) (2) and increased by 1.25 percent.

A.R.S. §15-952 (A) (3) specifies that if a local governing board is requesting continuing approval, the local governing board shall: 1) provide evidence that “the school district’s teacher performance evaluation system meets the standards recommended by the state board”, and 2) the persons evaluating teachers for retention decisions meet the minimum qualifications for evaluators recommended by the state board as prescribed in A.R.S. §15-537”.

To provide this evidence to the State Board, the Arizona Department of Education (ADE) asked districts requesting continuing approval to submit Statements of Assurance attesting the conditions of A.R.S. §15-952 and §15-537.

The districts listed below have submitted the Statement of Assurance as required evidence.

Recommendation to the Board

It is recommended that the Board approve additional monies for teacher compensation for the fiscal year 2016-2017 relating to A.R.S. §15-952 and §15-537 and grant approval to the local governing boards seeking continuous approval for 2016-2017 as listed below.

ID	CTDS	County	Name
4161	010307000	Apache	Alpine Elementary District
4158	010224000	Apache	Chinle Unified
4160	010306000	Apache	Concho Elementary
4157	010220000	Apache	Ganado Unified
4163	010323000	Apache	McNary Elementary
4159	010227000	Apache	Red Mesa Unified
4155	010210000	Apache	Round Valley Unified District
4153	010201000	Apache	St. Johns Unified District
4162	010309000	Apache	Vernon Elementary District
4178	020342000	Cochise	Apache Elementary

Contact Information:

Dr. Cecilia Johnson, Associate Superintendent, Highly Effective Teachers and Leaders

EXECUTIVE SUMMARY

79226	020209000	Cochise	Benson Unified School District
4185	020412000	Cochise	Elfrida Elementary District
4167	020100000	Cochise	Fort Huachuca Accommodation School District
4186	020422000	Cochise	Pearce Elementary District
4168	020201000	Cochise	Tombstone Unified District
4190	020522000	Cochise	Valley Union High School
10386	030199000	Coconino	Coconino County Regional Accommodation SD
4197	030215000	Coconino	Tuba City Unified District
4193	030202000	Coconino	Williams Unified District
87600	040149000	Gila	Gila County Regional
4212	040241000	Gila	Hayden-Winkelman Unified District
4215	040333000	Gila	Tonto Basin Elementary
4213	040305000	Gila	Young Elementary District
4221	050207000	Graham	Ft. Thomas Unified District
4217	050199000	Graham	Graham County Special Services
4220	050206000	Graham	Pima Unified District
4218	050201000	Graham	Safford Unified District
4219	050204000	Graham	Thatcher Unified District
4231	060322000	Greenlee	Blue Elementary District
4228	060202000	Greenlee	Duncan Unified District
4227	060199000	Greenlee	Greenlee Accommodation
4230	060218000	Greenlee	Morenci Unified District
4515	150576000	La Paz	Bicentennial Union High
4510	150227000	La Paz	Parker Unified School District
4511	150404000	La Paz	Quartzsite Elementary District
4512	150419000	LaPaz	Wenden Elementary
4289	070516000	Maricopa	Agua Fria Union High School
4280	070468000	Maricopa	Alhambra Elementary
4272	070444000	Maricopa	Avondale Elementary District
8326	211001000	Maricopa	Arizona Department of Juvenile Corrections
4268	070431000	Maricopa	Balsz Elementary District
4282	070483000	Maricopa	Cartwright Elementary
4242	070280000	Maricopa	Chandler Unified District
4246	070297000	Maricopa	Deer Valley Unified
4238	070224000	Maricopa	Gila Bend Unified District
4239	070241000	Maricopa	Gilbert Unified District
4271	070440000	Maricopa	Glendale Elementary District
4248	070260000	Maricopa	Higley Unified School District
4276	070459000	Maricopa	Laveen Elementary District
4266	070425000	Maricopa	Liberty Elementary
4253	070386000	Maricopa	Mobile Elementary District

EXECUTIVE SUMMARY

4262	070408000	Maricopa	Osborn Elementary District
4255	070394000	Maricopa	Paloma School District
4286	070510000	Maricopa	Phoenix Union High School District
4245	070295000	Maricopa	Queen Creek Unified District
4254	070290000	Maricopa	Saddle Mountain Unified School District
4240	070248000	Maricopa	Scottsdale Unified District
4250	070371000	Maricopa	Sentinel Elementary District
4287	070513000	Maricopa	Tempe Union High School District
4288	070514000	Maricopa	Tolleson Union High School District
4236	070209000	Maricopa	Wickenburg Unified District
4261	070407000	Maricopa	Wilson Elementary District
4371	080303000	Mohave	Hackberry School District
4379	080416000	Mohave	Mohave Valley Elementary District
4380	080322000	Mohave	Valentine Elementary District
4377	080313000	Mohave	Yucca Elementary District
4395	090225000	Navajo	Cedar Unified District
4392	090206000	Navajo	Heber-Overgaard Unified District
4388	090202000	Navajo	Joseph City Unified District
4396	090227000	Navajo	Kayenta Unified District
4386	090199000	Navajo	Navajo County Accommodation District
4390	090204000	Navajo	Pinon Unified District
4393	090210000	Navajo	Show Low Unified District
4394	090220000	Navajo	Whiteriver Unified School District
4409	100215000	Pima	Ajo Unified District
4418	100351000	Pima	Altar Valley Elementary District
4406	100210000	Pima	Amphitheater Unified District
4412	100240000	Pima	Indian-Oasis Baboquivari Unified District
4404	100206000	Pima	Marana Unified District
4401	100100000	Pima	Pima Accommodation District
89380	100811000	Pima	Pima County JTED
4414	100335000	Pima	San Fernando Elementary District
4407	100213000	Pima	Sunnyside Unified District
4408	100213000	Pima	Tanque Verde Unified District
4403	100201000	Pima	Tucson Unified District
4413	100220000	Pima	Vail Unified District
4443	110243000	Pinal	Apache Junction Unified District
4453	110502000	Pinal	Casa Grande Union High School District
79385	110801000	Pinal	Central Arizona Valley Inst. of Technology
4448	110411000	Pinal	Eloy Unified District
4445	110344000	Pinal	J.O. Combs Unified School District
4439	110208000	Pinal	Mammoth-San Manuel Unified District

EXECUTIVE SUMMARY

4441	110220000	Pinal	Maricopa Unified School District
4447	110405000	Pinal	Red Rock Elementary District
4457	120201000	Santa Cruz	Nogales Unified District
4460	120406000	Santa Cruz	Patagonia Elementary District
4462	120520000	Santa Cruz	Patagonia Union High School District
4459	120328000	Santa Cruz	Santa Cruz Elementary District
4458	120235000	Santa Cruz	Santa Cruz Valley Unified District
4484	130350000	Yavapai	Canon Elementary District
4486	130403000	Yavapai	Clarkdale-Jerome Elementary District
4479	130317000	Yavapai	Congress Elementary District
4482	130335000	Yavapai	Hillside Elementary District
4469	130222000	Yavapai	Humboldt Unified District
4480	130323000	Yavapai	Kirkland Elementary District
4472	130240000	Yavapai	Seligman Unified District
4478	130315000	Yavapai	Skull Valley Elementary District
4485	130352000	Yavapai	Yarnell Elementary District
4505	140432000	Yuma	Gadsden Elementary District
4504	140424000	Yuma	Wellton Elementary District
4499	140401000	Yuma	Yuma Elementary District
4507	140570000	Yuma	Yuma Union High School District

EXECUTIVE SUMMARY

Issue: Reappointment of Carol G. Lippert, Associate Superintendent, to represent the Office of the Superintendent of Public Instruction on the WestEd Board of Directors.

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

The current term for the representative of the Office of Superintendent of Public Instruction on the WestEd Board of Directors will end on May 31, 2016. As a result, the State Board of Education must take action to fill this open seat for the next three-year term.

The Superintendent of Public Instruction recommends the reappointment of Carol G. Lippert, the Associate Superintendent for High Academic Standards for Students Division. WestEd Chief Executive Officer, Glen Harvey, in a letter to SBE President, Mr. Greg Miller, stated, "Mrs. Lippert has been a highly valued Board member, and the WestEd Board of Directors appreciates her contribution." Additionally, Mrs. Lippert's continuing appointment will provide continuity of representation on the WestEd Board ensuring that Arizona's long-term goals and needs are well represented.

Recommendation to the Board

It is recommended that the Board approve the reappointment of Carol G. Lippert, Associate Superintendent, to represent the Office of the Superintendent of Public Instruction on the WestEd Board of Directors from June 1, 2016 through May 31, 2019.

Contact Information:

Carol Lippert, Associate Superintendent High Academic Standards for Students
Diane M. Douglas, Superintendent of Public Instruction

EXECUTIVE SUMMARY

Issue: Presentation, discussion and possible consideration to approve the Move on When Reading (MOWR) LEA literacy plans for release of K-3 Reading Base Support funds.

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

A.R.S. § 15-701 prohibits a student from being promoted from the third grade if the student obtains a score on the reading portion of the statewide assessment that demonstrates the student's reading falls far below (FFB) the third grade level. The law requires school districts and charter schools to offer 3rd grade students who score FFB on the statewide assessment at least one of the intervention and remediation strategies listed in statute and adopted by the State Board of Education (Board).

The legislature appropriates \$40 million annually for K-3 reading base support funding to provide per student funding to schools for students in grades K-3, and prescribed requirements for the receipt of the funds. A.R.S. §15-211, requires school districts and charter schools that serve any K-3 grades to annually submit a literacy plan to the Board. The law further requires school districts and charter schools which either received C/D/F letter grades or had more than 10% of their 3rd grade students labeled as "Falls Far Below" (FFB) on the statewide reading assessment to have their reading plans approved by the Board before the Arizona Department of Education School Finance Division may release reading base support funds.

Review and Recommendation of State Board Committee

Arizona Revised Statute § 15-211(A), requires 460 LEAs that provide instruction in grades K-3 to annually submit a comprehensive literacy plan on October 1. LEAs with a letter grade of "C" or lower and any LEA with more than 10% of their students which score FFB on the statewide assessment are required to have their literacy plans approved by the Board in order to receive K-3 reading base support funding.

As of Jan 15th, 2016, 431 of 460 (94%) of LEA Literacy Plans have been submitted:

259 - A & B schools

170 - C, D, F & more than 10% FFB previously approved by the Board

2 - C, D, F & more than 10% FFB ready for Board consideration

Contact Information:

Carol G. Lippert

Associate Superintendent High Academic Standards for Students

EXECUTIVE SUMMARY

The following list of LEA plans are deemed to contain sufficient criteria for Board approval:

Entity Id	District Name
88374	Imagine Elementary at Tempe, Inc.
79881	Nosotros

Recommendation to the Board

It is recommended that the Board approve the Move On When Reading LEA literacy plans for release of K-3Reading Base Support funds, as listed in the item.

EXECUTIVE SUMMARY

Issue:	Consideration to approve the extension of the Arizona Carl D. Perkins State Plan and Funding-FY2017
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

The Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV), 20 U.S.C. 2301 et seq., as amended by Public Law 109-270, was scheduled to end September 30, 2013. Continued funding was authorized by the Office of Career, Technical, and Adult Education (OCTAE) under a Continuing Resolution for state FY16. Congress is not expected to reauthorize or replace the Act for at least another year. Therefore, OCTAE is requesting that states that wish to continue participation under the Act submit a request to extend their current plan for program year ten grant awards due to the absence of Congressional action.

The extension request is being made under the provisions of Section 422(a) of the General Education Provisions Act (GEPA) which allows for an automatic authorization of an appropriation for one additional Federal fiscal year.

A formal letter requesting an extension is requested as one of the items required under the guidance contained in the attached February 5, 2016 Program Memorandum.

No formal amendments will be made to the current Arizona State Plan. An updated budget for 2016-2017 will be submitted once the notification of the grant reward is received along with the new Performance Measures targets and updates.

Review and Recommendation of State Board Committee

Not applicable.

Recommendation to the Board

It is recommended that the Board approve the submission of the Arizona State Plan extension request letter for the current Carl D. Perkins plan and funding for the period July 1, 2016 through September 30, 2017.

Contact Information:

Jeanne Roberts, Deputy Associate Superintendent, Career and Technical Education
Carol Lippert, Associate Superintendent, High Academic Standards for Students

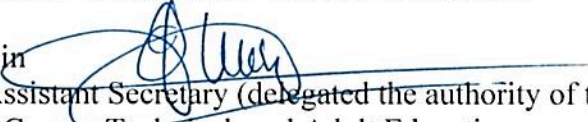


UNITED STATES DEPARTMENT OF EDUCATION
WASHINGTON, DC 20202

FEB - 5 2016

PROGRAM MEMORANDUM—FY 2016

TO: State Directors of Career and Technical Education

FROM: Johan Uvin 
Deputy Assistant Secretary (delegated the authority of the Assistant Secretary)
Office of Career, Technical, and Adult Education

SUBJECT: Guidance for the Submission of Perkins IV State Plan Revisions, Budgets, and
Performance Levels for Program Year Ten Grant Awards - OMB Approval
Number: 1830-0029

I am pleased to provide our office's requirements for each eligible agency to receive a program year ten grant award under Title I of the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV), 20 U.S.C. 2301 et seq., as amended by Public Law 109-270. In the Consolidated Appropriations Act 2016, the U. S. Department of Education (Department) received funding for Perkins IV grants for Federal Fiscal Year (FY) 2016, which includes funds for program year ten grant awards under Title I of Perkins IV that will become available on July 1, 2016.

This year, two Federal laws have been passed that affect State's Perkins grant awards. On December 10, 2015, President Obama signed the Every Student Succeeds Act (ESSA), Pub. L. 114-95. The ESSA reauthorizes the 50-year-old Elementary and Secondary Education Act of 1965 (ESEA), the nation's longstanding commitment to equal opportunity for all students.

The Department is currently reviewing the impact of the ESSA's provisions, including the conforming amendments to the Perkins Act. Meanwhile, we call your attention to a Dear Colleague Letter on the Transition to ESSA (<http://www2.ed.gov/policy/elsec/leg/essa/transition-dcl.pdf>) that addresses annual measurable objectives (AMOs), which many States use to set performance levels for the Perkins core indicators of academic attainment in reading/language arts (1S1) and mathematics (1S2). The letter indicates that, pursuant to the transition authority under the ESSA, the Department will not require States to submit or report performance against AMOs for school years 2014-15 or 2015-16.

As a result, States that have been using AMOs to set performance levels for the Perkins core indicators 1S1 and 1S2 will need to revisit and adjust, as appropriate, their Perkins State-adjusted performance levels for the impacted years. Please feel free to contact your Perkins Regional Accountability Specialist (RAS) if you have questions.

www.ed.gov

The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.

In addition to the ESSA, on July 22, 2014, the President signed the Workforce Innovation and Opportunities Act (WIOA), Pub. L. 113-128. WIOA provides each State with the option of meeting its Perkins IV State Plan requirements by including Perkins in a WIOA Combined State Plan. *See* WIOA Sec. 103. We hope your State will consider submitting a Combined Plan, as we believe this will help to ensure the alignment necessary to create robust State and local career pathways to meet each State's workforce and economic development needs.

Below are the requirements for your State's submission of its Perkins State plan revisions, budgets, and performance levels for program year ten, including the submission process and timelines for States that will submit a WIOA Combined State Plan.

Perkins State Plan Revisions Requirements

Your State must prepare the following:

- Request to Extend State Plan. Each eligible agency must prepare a brief cover letter, indicating that it wishes to extend its Perkins IV State Plan and transmit the items listed below. This request must be in writing and signed by a State official who is authorized to act on behalf of the eligible agency.
- Revisions to the State Plan. Each eligible agency must prepare any revisions to its State plan that the State determines necessary. This will be an important step this year for States that will include Perkins in their WIOA Combined State Plans.
- Updated Budget. Each eligible agency must prepare a budget for program year ten. The budget should be based on the estimated allocation tables that our office will issue under separate cover.
- State Proposed Performance Levels. Each eligible agency must prepare proposed performance levels for each of the core indicators of performance described in section 113(b) of Perkins IV for program year ten. Proposed performance levels must take into account the following factors described in section 113(b)(3)(A)(vi) of Perkins IV:
 - (I) how the levels of performance involved compare with the State-adjusted levels of performance established for other States, taking into account factors including the characteristics of participants when the participants entered the program and the services or instruction to be provided; and
 - (II) the extent to which such levels of performance promote continuous improvement on the indicators of performance by such State.

As in past years, your State's Perkins Regional Accountability Specialist (RASs) will schedule conversations with you to discuss and reach agreement on your proposed levels, which will be codified in your State's final agreed-upon adjusted performance levels (FAUPL). Once your FAUPL is complete, you will be asked to confirm and attest to those levels.

Please note that your performance levels are not final until this office has approved your levels and incorporated them into your Perkins IV State Plan, which is completed when we issue your State's July 1 Perkins IV Grant Award Notification (GAN).

Submission Process and Timeline for States that Choose to Submit a WIOA Combined State Plan

States that elect to submit a WIOA Combined State Plan must submit their Perkins State Plan revisions, budget, and performance levels for program year ten to the Perkins State Plan Portal by **April 1, 2016**. States submitting a WIOA Combined State Plan will also need to incorporate information regarding Perkins postsecondary-funded programs into the Strategic and Operational Elements (Sections II and III, respectively) of their WIOA Combined State Plan pursuant to the forthcoming Information Collection Request¹ (ICR) from the U. S. Departments of Labor and Education.

Submission Process and Timeline for States that Do Not Submit a WIOA Combined State Plans

States that do not include Perkins in a WIOA Combined State Plan must submit their Perkins State Plan revisions, budget, and performance levels for program year ten to the Perkins State Plan Portal by **April 18, 2016**.

Perkins State Plan Portal Training Sessions and Address

Information pertaining to the Perkins State Plan Portal, including the URL, training sessions for State staff, and opening dates, will be sent under separate cover and posted to the Perkins Collaborative Resource Network at <http://cte.ed.gov>.

Transmission of Hard Copy Documents

In addition to the electronic submission of documents to the Perkins State Plan Portal, your State must submit a hard copy of an original signature on the request for extension and any additional documentation bearing an original signature within five working days of your State's Website submission to the following address:

¹ Please check the Department's website for updates at: <http://cte.ed.gov/legislation/wioa-policy-guidance>.

Edward R. Smith, Chief
Program Administration Branch
Division of Academic and Technical Education
Office of Vocational and Adult Education
U. S. Department of Education
Potomac Center Plaza
550 12th Street, SW, Room 11060
Washington, DC 20202-7241

Please feel free to contact your Perkins Program Administration Liaison (PAL) or Regional Accountability Specialist (RAS) if you have questions regarding your submission. A State-by-State listing of these staff members is available on the Perkins Collaborative Resource Network (PCRN) at <http://cte.ed.gov/contact.cfm>.

We look forward to continuing to work with you to improve career and technical education for young people and adults throughout our nation.

EXECUTIVE SUMMARY

Issue:	Consideration to approve school districts to participate in the Arizona Online Instruction program
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

In 2009, the legislature established the Arizona Online Instruction (AOI) Program. Similar to the previously created Technology Assisted Project Based Instruction (TAPBI) program, AOI allows the State Board of Education and state-approved charter authorizers to select schools to provide online instruction to Arizona students. Unlike TAPBI there is no statutory limit on the number of AOI schools that can be approved.

In 2010, the Board approved the application and evaluation criteria for interested school districts. In September, 2015 staff opened the application process for the 2016-17 school year.

During this round, the Board received 6 applications from school districts around the state. Each application was scored by three separate evaluators using a standardized rubric. Based on the results of these evaluations, staff recommends that the AOI applications for the following districts that meet the statutory criteria be approved:

Glendale Union High School District #205 Glendale Union Online Grades 9-12	Agua Fria Union High School District Coldwater Academy Grades 9-12
Crane Elementary School District Crane iLearning Academy K-8	Chandler Unified School District #80 Grades 7-12 with expansion to grades 5-6
Safford Unified School District Mount Graham High School Online Grades 9-12	

Contact Information: Dr. Karol Schmidt, Executive Director

EXECUTIVE SUMMARY

Recommendation to the Board

It is recommended that the Board approve the school districts listed in this item to participate in the Arizona Online Instruction program.

EXECUTIVE SUMMARY

Issue: Consideration to approve the expansion of Round Valley Unified School District's online instruction program from grades 9-12 to grades 7-12

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

In 2009, the legislature established the Arizona Online Instruction (AOI) Program. Similar to the previously created Technology Assisted Project Based Instruction (TAPBI) program, AOI allows the State Board of Education and state-approved charter authorizers to select schools to provide online instruction to Arizona students. Unlike TAPBI there is no statutory limit on the number of AOI schools that can be approved.

In 2010, the Board approved the application and evaluation criteria for interested school districts. For the 2014-2015 school year, the Board approved Round Valley Unified School District's application for an online instruction program regarding grades 9-12.

As part of the review cycle for the 2016-2017 school year, Round Valley Unified School District submitted an amended application to expand its online instruction program to include grades 7-12. The amended application was reviewed by an independent evaluator that had also served as a reviewer for the 2016-2017 applications. The evaluator concluded that the amended application met the statutory criteria consistent with A.R.S. § 15-808.

Recommendation to the Board

It is recommended that the Board approve the expansion of Round Valley Unified School District's on line program from grades 9-12 to grades 7-12

Contact Information: Dr. Karol Schmidt, Executive Director

EXECUTIVE SUMMARY

Issue: Consideration to reinstate the contract to the Center for the Future of Arizona for technical assistance for approved board examination systems

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

On May 11, 2010, the Governor signed HB 2731. This legislation, commonly referred to as the “Move on When Ready” initiative, required the Board to adopt a series of board examination systems that could be used, on a voluntary basis, by school districts and charter schools throughout the state. Students that successfully complete an approved board examination system and earn a passing score on the corresponding board exams may choose to pursue multiple pathways described in A.R.S. § 15-792.03.

Title 15, article 6 requires the Board to enter into a five-year agreement with a private organization to operate and administer the board examination systems. The private organization selected by the Board is required to:

- Identify and collaborate with a national organization that is selected by the Board to provide technical services to develop and maintain an interstate system of approved board examination systems;
- Provide data and other information to the national organization to set appropriate performance standards on approved board examination systems;
- Conduct technical studies required by the Board to compare the scores on approved board examinations to scores on the state assessment;
- In cooperation with the Superintendent and the Board, solicit monies from all lawful private and public sources to offset the costs associated with the implementation of board examination systems;
- Exercise general supervision over the implementation of the approved board examination systems in Arizona;
- Prepare an annual report for the Board, Legislature and Governor;
- Represent Arizona on the national governing body of an interstate compact of Board examination systems, as approved by the Board;
- Select Arizona’s representatives to an interstate compact on Board examination systems; and
- Develop the “Grand Canyon Diploma,” as approved and adopted by the Board.

In accordance with Arizona procurement laws, an RFP was issued for the purpose of identifying qualified private organizations to operate and administer the board exam systems at no cost to the Board. The Board received a single response to the RFP. On

Contact Information: Dr. Karol Schmidt, Executive Director

EXECUTIVE SUMMARY

September 27, 2010, the Board awarded a five year contract to the Center for the Future of Arizona.

Board staff submitted a procurement determination for a time limited competition impracticable, requesting a reinstatement of the previous contract until September 20, 2016 to allow CFA to continue to provide no cost services for technical assistance for approved board examination systems. It is anticipated that an RFP will be issued later in 2016.

Recommendation to the Board

It is recommended that the Board reinstate the previous contract to the Center for the Future of Arizona until September 20, 2016 for technical assistance for approved board examination systems.



Direct Contract

Contract No.: ADSP016-126189

Title: Arizona State Board of Education, Move On When Ready

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Center for the Future of Arizona

Company Name

541 E Van Buren St, ste B-5

Address

Phoenix

AZ

85004

City

State

Zip

Signature of Person Authorized to Sign Offer

Sybil Francis

Printed Name

Executive Director

Title

Phone:

480 - 815 - 7981

Fax:

602 - 496 - 1359

sybil.francis@arizonafuture.org

Contact Email Address

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.

2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.

3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

4. The Offeror certifies that the above referenced organization ___ IS/ ___ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSP016-126189

The effective date of the Contract is March 4, 2016

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

4 day of March 20 16

Procurement Officer



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State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

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Scope of Work

Contract No.: ADSP016-126189

Title: Arizona State Board of Education, Move On When Ready

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1.0 Purpose

- 1.1 Purpose Statement – This contract provides operation and administration, by a private organization, of the board examination system prescribed in A.R.S. § 15-792.02.
- 1.2 Background - As stated in A.R.S. § 15-792 Declaration of purpose and policy:
 1. It is in the interest of this state to greatly increase the proportion of students who enter high school and who subsequently leave those high schools with the skills needed to compete effectively in a global economy that provides world class wages only to workers with world class skills.
 2. It is in the interest of students in this state, their families and schools to provide a college and work readiness assessment to students.
 3. The purpose of this article is to greatly increase the proportion of students in this state who leave high school with the skills and knowledge needed to succeed in college in a way that does not significantly increase the cost of high school.
- 2.0 **Contractor Requirements:** The Contractor shall
 - 2.1 Identify, select and contract with a national organization that is devoted to issues concerning education and the economy and that is selected by the State Board of Education to provide technical services to develop and maintain an interstate system of approved board examination systems.
 - 2.2 Provide data and other information to a national organization that is devoted to issues concerning education and the economy and that is selected by the State Board of Education to provide technical services the national organization deems necessary to set appropriate performance standards for the students in this state. The department of education shall provide data and other information to the private organization.
 - 2.3 Conduct technical studies required by the State Board of Education to compare the scores on approved board examinations by the students in this state to scores on the Arizona Instrument to Measure Standards test and other measures deemed necessary to ensure the efficacy of the approved board examinations. The private organization may contract with other entities that are selected by the State Board of Education for the purpose of conducting technical studies.
 - 2.4 In cooperation with the Superintendent of Public Instruction and the State Board of Education, solicit monies from all lawful private and public sources, including federal monies, to offset the costs of instruction provided to students using Board examination systems.
 - 2.5 Exercise general supervision over the implementation of the approved board examination systems in this state for the duration of the contract. These examination systems shall meet the following criteria:
 - 2.5.1 Appear on a list of approved Board examination systems selected by an interstate compact, as prescribed in A.R.S. § 15-792.01 (1).
 - 2.5.2 Be periodically modified to reflect core standards selected by the interstate compact on board examination systems.



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- 2.5.3 Have common passing scores that are prescribed by the interstate compact on board examination systems and that are set to the level of literacy required to succeed in college-level courses offered by community colleges in this state that count toward a degree or certificate without taking remedial or developmental coursework. The private organization, on approval of the State Board of Education and with input from representatives from school districts, charter schools, community colleges and universities in this state, shall designate two individuals to represent this state in an interstate compact on board examination systems to prescribe the common passing scores prescribed in this subsection.
- 2.6 Prepare an annual report for the State Board of Education, which shall be forwarded to the Legislature and the Governor, on the progress made toward the goals established in Title 15, chapter 7, article 6, Arizona Revised Statutes, and provide copies to the secretary of state. Participating schools and the Department of Education shall provide data to the private organization as needed in order to complete the annual report.
- 2.7 Identify, select and represent this state on the national governing body of the interstate compact on board examination systems to enable states to collaborate in the following areas:
- 2.7.1 The selection of board examination systems for use in those states.
- 2.7.2 Providing technical assistance required to implement the board examination systems effectively in those states for the use of those examinations.
- 2.7.3 Entering into contracts with board examination systems providers or with a national organization that is devoted to issues concerning education and the economy to develop new or improved board examination systems.
- 2.8 Select this state's representatives in the interstate compact on board examination systems in accordance with policies prescribed by that interstate compact.
- 2.9 Develop the Grand Canyon Diploma to be approved and adopted by the State Board of Education, as prescribed in A.R.S. § 15-792.03. This shall include detailed requirements for students to earn the Grand Canyon Diploma that include at least the following:
- 2.9.1 Demonstrated skills and knowledge in English and mathematical literacy to be successful in college level courses offered by the community colleges in this state that count toward a degree or certificate without taking remedial or developmental coursework as determined by the interstate compact on board examination systems.
- 2.9.2 Satisfactory grades on approved board examinations in subjects determined to be necessary to prepare a student to enter community college without remedial or developmental coursework and that do not include coursework required exclusively for entry into an institution that awards baccalaureate degrees.



Special Terms and Conditions

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Title: Arizona State Board of Education, Move On When Ready

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State Procurement Office
100 N. 15th Ave, Suite 201
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Special Terms and Conditions

1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms have the following meaning, in addition to those terms defined in the Uniform Terms and Conditions:
 - A. "ADE" means the Arizona Department of Education.
 - B. "Board" means the Arizona state Board of Education.
 - C. "Department" means the Arizona Department of Education.
 - D. "Services" means services performed, workmanship and material furnished or used in the performance of services.
2. **Changes.**
 - A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
 - (3) Place of performance of the services.
 - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
 - C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
 - D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
 - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.
3. **Indemnification.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its 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, Special Terms and Conditions agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.
4. **Insurance.**



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

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 might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **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 the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of 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.

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

Workers' 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.
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b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when each contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.



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- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees 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 Contract.
 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 Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract 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 person named in paragraph 17.C of these special terms and conditions and shall be sent by certified mail, return receipt requested.
- D. **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.
- E. **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 Contract. 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 Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the person named in paragraph 17.C of these special terms and conditions. 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, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds. Special Terms and Conditions 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.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.



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- H. **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.
5. **Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect for one year, unless terminated, canceled, or extended as otherwise provided herein.
6. **Option to Extend the Term of the Contract.** A. The ADE may, at its sole option, extend the term of this Contract by providing written notice to the Contractor prior to expiration of the current contract term effective dates as stated in Special Terms and Conditions or any subsequent modifications extending the original contract term. B. If ADE exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified. C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.
7. **Contract Type.** This is a firm-fixed price, no cost contract.
8. **Employment of State Personnel.** The Contractor shall not employ any person or persons in the employ of the State of Arizona for any work required by the terms of this Contract, without prior written approval of the Procurement Officer.
9. **Warranty of Services.**
A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. ADE's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
B. In addition to its other remedies, ADE may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
10. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
11. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
12. **Transition Activities.**
A. Upon the expiration of this Contract, ADE anticipates a continued need for the Contracted services specified herein. In the event that a contract is awarded to a new contractor, there shall be a transition of service period. During this period, the outgoing Contractor shall work closely with the new Contractor's personnel and/or ADE staff to ensure a smooth and complete transfer of duties and responsibilities.



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- B. All transition activities will be coordinated by ADE's authorized representative(s). A transition plan will be developed in conjunction with the outgoing Contractor to assist the new Contractor and/or ADE staff to implement the transfer of duties.
- C. ADE reserves the right to determine which projects nearing completion will remain with the outgoing Contractor.
13. **Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Procurement Officer, and shall be submitted in draft form for advance review and comment by the Procurement Officer, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.
14. **Offshore Performance of Work Prohibited**
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. Offerors shall declare all anticipated offshore services in the proposal.
15. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement**
- A. The 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.



Uniform Terms and Conditions

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UNIFORM TERMS AND CONDITIONS Version 9

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. **"Contract"** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. **"Contractor"** means any person who has a Contract with the State.
- 1.5. **"Days"** means calendar days unless otherwise specified.
- 1.6. **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. **"Procurement Officer"** means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. **"Services"** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. **"State"** means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. **"State Fiscal Year"** means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.



Uniform Terms and Conditions

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- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. 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.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.



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- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. 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.
- 3.10 E-Verify Requirements. 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.
- 3.11 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States.



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Unless specifically stated otherwise in the specifications, this paragraph 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.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
 - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. 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 State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.



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- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only 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."

- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a



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specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. 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 license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand



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in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of



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an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. **Termination for Default.**

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

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 (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

EXECUTIVE SUMMARY

Issue:	Consideration to allow the Board's Academic Standards Development Committee to continue to function
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

At the April 27, 2015 State Board of Education meeting, the Board adopted the policy for the development of the Arizona Mathematics Standards and English Language Arts Standards. This policy included the creation of an Arizona Standards Development Committee (ACSD) to act in an advisory capacity to the Board in regard to matters related to the development and revision of statewide academic standards in Mathematics and English Language Arts.

On May 13, 2015 the Committee on Appointments to Arizona Standards Development Committee met and selected members to the ASCD.

R7-2-201 B provides:

An advisory committee created by the Board may continue to function beyond a one-year period only with the express approval of the Board.

Based on the progress regarding the development of the Arizona Mathematics and English Language Arts standards, it is anticipated that the ACSD will need to continue to meet beyond the one-year period to provide advice and recommendations to the Board, consistent with the adopted Board policy.

Recommendation to the Board

It is recommended that the Board expressly approve the Arizona Standards Development Committee to continue to function.

Contact Information: Dr. Karol Schmidt, Executive Director

EXECUTIVE SUMMARY

Issue:	Consideration of Certificate Surrender of Patrick Johnson-Campbell, Case No. C-2015-149
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Mr. Johnson-Campbell holds a Provisional Secondary Education 7-12 certificate, which expires July 11, 2017.

November 9, 2014, Mr. Johnson-Campbell was involved in a vehicle collision in which he hit a vehicle and a pedestrian and fled the scene of the accident. He was arrested and charged with (1) Aggravated Assault DUI, (2) DUI w/BAC of 0.8; (3) Extreme DUI BAC 015-.20; (4) Extreme DUI BAC .20; (5) Endangerment.

On July 13, 2015, Mr. Johnson Campbell plead guilty to amended charges of one count of Aggravated Assault, a Class 3 Felony, and one count of Leaving the Scene of an Injury Collision, a Class 5 Felony. He was sentenced to a term of three years imprisonment in an Arizona Department of Corrections facility

Recommendation to the Board

It is recommended that the Board accepts the voluntary surrender of any and all certificate(s) held by Patrick Johnson-Campbell, and that all states and territories be so notified.

Contact Information:

*Garnett Winders, Acting Chief Investigator
State Board of Education*

EXECUTIVE SUMMARY

Issue:	Consideration of Certificate Surrender for Vanessa A. Cardoso, Case No. C-2016-057.
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Vanessa A. Cardoso holds a Substitute Certificate expiring in September 9, 2017.

On January 30, 2015, the Investigative Unit of the State Board of Education received a report from the National Association of State Directors of Teacher Education and Certification (NASDTEC) that Ms. Cardoso's teaching certificate was revoked Oregon due to a sexual relationship with a student.

On February 12, 2016, the Investigative Unit notified Ms. Cardoso of the intent of the Arizona State Board of Education ("Board") to file a complaint seeking disciplinary action against her teaching certificate. Ms. Cardoso chose to voluntarily surrender her teaching certificate.

Recommendation to the Board

It is recommended that the Board accept the voluntary surrender of any and all certificate(s) held by Vanessa A. Cardoso and that all states and territories be so notified.

Contact Information:
Garnett Winders, Acting Chief Investigator
State Board of Education

EXECUTIVE SUMMARY

Issue:	Consideration of Certificate Surrender for Robert A. Estep, Case No. C-2016-056.
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Robert A. Estep holds a Principal Certificate expiring in March 26, 2016.

On April 3, 2014, the Investigative Unit of the State Board of Education received a complaint from the New Mexico State Board of Education alleging unprofessional conduct by Mr. Estep by maintaining inappropriate relationships with female students to include interaction via social media.

On February 12, 2016, the Investigative Unit notified Mr. Estep of the intent of the Arizona State Board of Education ("Board") to file a complaint seeking disciplinary action against his teaching certificate. Mr. Estep chose to voluntarily surrender his teaching certificate.

Recommendation to the Board

It is recommended that the Board accept the voluntary surrender of any and all certificates held by Robert A. Estep, and that all states and territories be so notified.

Contact Information:
Garnett Winders, Acting Chief Investigator
State Board of Education

EXECUTIVE SUMMARY

Issue:	Consideration of Certificate Surrender for Daniel L. Goman, Case No. C-2016-006.
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Daniel L. Goman holds a Standard Secondary Education, 6-12 Certificate; which, expires on May, 2017.

On November 19, 2015, the Investigative Unit of the State Board of Education received notification from the Tolleson Union High School District alleging, Mr. Goman was having a sexual conversation via text message with a female student.

On February 12, 2016, the Investigative Unit notified Mr. Goman of the intent of the Arizona State Board of Education ("Board") to file a complaint seeking disciplinary action against his teaching certificate. Mr. Goman chose to voluntarily surrender his teaching certificate.

Recommendation to the Board

It is recommended that the Board accept the voluntary surrender of any and all certificate(s) held by Daniel L. Goman and that all states and territories be so notified.

Contact Information:
Garnett Winders, Acting Chief Investigator
State Board of Education

EXECUTIVE SUMMARY

Issue:	Consideration of Certificate Surrender for Tarik A. James, Case No. C-2016-038.
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Tarik A. James holds a Special Education, K-12 Certificate expiring in September, 2016.

On February 1, 2016, the Investigative Unit of the State Board of Education received a complaint from the Glendale Union High School District alleging, Mr. James had engaged in inappropriate text messaging with a female student.

On February 14, 2016, the Investigative Unit notified Mr. James of the intent of the Arizona State Board of Education ("Board") to file a complaint seeking disciplinary action against his teaching certificate. Mr. James chose to voluntarily surrender his teaching certificate.

Recommendation to the Board

It is recommended that the Board accept the voluntary surrender of any and all certificates held by Tarik A. James, and that all states and territories be so notified.

EXECUTIVE SUMMARY

Issue:	Consideration of Certificate Surrender for Marilyn F. Johnson, Case No. C-2016-036.
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Marilyn F. Johnson holds a Standard Special Education, K-12 Certificate; which, expires on June, 2016.

On July 11, 2012, the Investigative Unit of the State Board of Education received notification from the Arizona Department of Public Safety that Ms. Johnson's Fingerprint Clearance Card had been suspended due to an arrest in the City of Phoenix on or about July 10, 2012, for Fraudulent Schemes and Artifices, Trafficking Stolen Property and Possession of a Forged Instrument.

On February 10, 2016, the Investigative Unit notified Ms. Johnson of the intent of the Arizona State Board of Education ("Board") to file a complaint seeking disciplinary action against her teaching certificate. Ms. Johnson chose to voluntarily surrender her teaching certificate.

Recommendation to the Board

It is recommended that the Board accept the voluntary surrender of any and all certificate(s) held by Marilyn F. Johnson and that all states and territories be so notified.

Contact Information:
Garnett Winders, Acting Chief Investigator
State Board of Education

EXECUTIVE SUMMARY

Issue:	Consideration of Certificate Surrender for Samantha M. Rivera, Case No. C-2015-137.
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Samantha M. Rivera held a Provisional Elementary Education, 1-8 Certificate; which expired on February 22, 2016.

On November 13, 2015, the Investigative Unit of the State Board of Education received a complaint from the Dysart Unified School District alleging, Ms. Rivera engaged in an inappropriate relationship with a female student.

On January 5, 2016, the Investigative Unit notified Ms. Rivera of the intent of the Arizona State Board of Education ("Board") to file a complaint seeking disciplinary action against her teaching certificate. Ms. Rivera chose to voluntarily surrender her teaching certificate.

Recommendation to the Board

It is recommended that the Board accept the voluntary surrender of any and all certificate(s) held by Samantha M. Rivera and that all states and territories be so notified.

Contact Information:
Garnett Winders, Acting Chief Investigator
State Board of Education

EXECUTIVE SUMMARY

Issue:	Consideration of Certificate Surrender for Harry T. Schueren IV, Case No. C-2013-014
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Harry T. Schueren IV held a Provisional Career and Technical Education Certificate; which expired on August 10, 2015.

On January 30, 2013, the Investigative Unit of the State Board of Education received a complaint from the Kingman Unified School District alleging, Mr. Schueren IV had engaged in inappropriate physical and sexual conduct with students.

On December 9, 2015, the Investigative Unit notified Mr. Schueren IV of the intent of the Arizona State Board of Education ("Board") to file a complaint seeking disciplinary action against his teaching certificate. Mr. Schueren IV chose to voluntarily surrender his teaching certificate.

Recommendation to the Board

It is recommended that the Board accept the voluntary surrender of any and all certificate(s) held by Harry T. Schueren IV and that all states and territories be so notified.

Contact Information:
Garnett Winders, Acting Chief Investigator
State Board of Education

EXECUTIVE SUMMARY

Issue: Consideration of Permanent Revocation of Certificate for Jay Mitchell Edelson, C-2014-092, Pursuant to A.R.S. § 15-550.

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Jay Mitchell Edelson holds a Principal certificate, which expires on October 26, 2018.

On or about January 27, 2015, in Maricopa County Superior Court of Phoenix, AZ, Jay M. Edelson pled guilty to two counts of Indecent Exposure. Sentencing occurred on or about March 9, 2015.

This conviction constitutes unprofessional conduct pursuant to A.R.S. § 15-550 and warrants the immediate and permanent revocation of his Arizona teaching certificate.

Recommendation to the Board

It is recommended that pursuant to A.R.S. § 15-550, the State Board of Education permanently revoke any and all teaching certificates held by Jay Mitchell Edelson, and that all states and territories be so notified.

Contact Information:

Garnett Winders, Acting Chief Investigator
State Board of Education

EXECUTIVE SUMMARY

Issue:	Consideration to approve the contract with Crane Elementary School District for funding an additional migrant preschool class.
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☒ Action/Discussion Item

CONTRACT ABSTRACT

Background and Brief Explanation of Contract

Background: The Migrant Education Program (MEP) is a federally funded, state-operated program under the No Child Left Behind Act (NCLB) that provides supplemental program services to the children, ages 3 through 21, of seasonal or temporary agricultural workers. In Arizona, the program delivers services primarily through local educational agencies (LEAS). The LEAS design programs to meet the unserved needs of children residing in their area. To facilitate broader services, some provisions are delivered through statewide models which, in particular, are designed to meet the credit accrual and informational needs for students.

Purpose of the Contract: To increase funding to the LEA for startup costs for an additional migrant preschool class for the 2016-2017 school year.

Name of Contracting Party(ies)

Proposed contract between the State Board of Education, acting for and on behalf of the Department of Education, and the following: Crane Elementary School District. This is a one-time opportunity for startup funds for an additional migrant preschool class for Crane Elementary School District.

Contract Amount

\$19,000.00

Source of Funds

Function Code: MIGRANT500FAY14

Authorizing Legislation/Statute

Title I, Part C, Section 1304 of the No Child Left Behind Act of 2001 (20 USC 6394)

Contact Information:

(Paulino Valerio, Education Program Specialist)

(Mary Haluska, State Migrant Director)

EXECUTIVE SUMMARY

Responsible Unit at the Department of Education

Associate Superintendent:	Carol Lippert
Deputy Associate Superintendent:	Kelly Koenig
State Migrant Director:	Mary Frances Haluska
Program Contact:	Paulino Valerio

Dates of Contract

The agreement shall take effect when approved by the Board and shall terminate on September 30, 2016.

Previous Contract History

Number Affected (Students, Teachers, Public, as appropriate)

It is estimated that over 9,500 students are served by the Migrant Education Program statewide. Increasing funding to the LEA for an additional Migrant preschool class, will increase the count of eligible migrant students by approximately 15. Currently, these 15 students are on a wait list to attend preschool.

Method of Determining Contract Amount(s)

Funding for Crane Elementary School District was determined on the need identified by the district in their Mini-Grant application. The LEA provided a detailed description on how they will use their funds, how it supports the LEA's Service Delivery Plan, and how the program will be measured and evaluated.

Evaluation Plan

School districts are subject to monitoring visits by staff of the ADE Migrant Education Program Office. During these monitoring visits, the district Migrant program is reviewed to determine if program goals and objectives are being met.

Recommendation to the Board

It is recommended that the Board approve the contract with Crane Elementary School District as described in these materials.

ARIZONA MIGRANT EDUCATION PROGRAM

FY 16 MINI GRANT APPLICATION

DISTRICT: CRANE SCHOOL DISTRICT

DECLINES THE OPPORTUNITY TO APPLY FOR THE MEP MINI GRANT

X WILL APPLY FOR MEP MINI GRANT FUNDS

PLEASE SELECT THE OPTION THAT BEST DESCRIBES HOW YOUR LEA PLANS TO USE, IF AWARDED, A MINI GRANT.

IDENTIFICATION AND RECRUITMENT ACTIVITIES

Activities in this area must comply with Title I, Part C, Section 1304 (c) 7 of the No Child Left Behind Act of 2001, which states “the State will assist the Secretary in determining that number of migratory children under paragraphs (1) (A) and (2) (B) (i) of section 1303(a), through such procedures as the Secretary may require”.

ACTIVITIES MAY INCLUDE, BUT ARE NOT LIMITED TO:

PRIORITY FOR SERVICES

Activities in this area must comply with Title I, Part C, Section 1304 (d) of the No Child Left Behind Act of 2001, which states “In providing services with funds received under this part, each recipient of such funds shall give priority to migratory children who are failing, or most at risk of failing, to meet the State’s challenging State academic content standards and challenging State academic achievement standards, and whose education has been interrupted during the regular school year”.

ACTIVITIES MAY INCLUDE, BUT ARE NOT LIMITED TO:

TECHNOLOGY

Activities in this area must comply with Title I, Part C, Section 1304 (c) (6) (D) of the No Child Left Behind Act of 2001, which states “The integration of information technology into education and related programs”.

ACTIVITIES MAY INCLUDE, BUT ARE NOT LIMITED TO:

ARIZONA MIGRANT EDUCATION PROGRAM

FY 16 MINI GRANT APPLICATION

DISTRICT: CRANE SCHOOL DISTRICT

X PRESCHOOL

Activities in this area must comply with Title I, Part C, Section 1304 (c) (4) of the No Child Left Behind Act of 2001, which states “In the planning and carrying out such programs and projects, there has been, and will be, adequate provision for addressing the unmet education needs of preschool migratory children”.

ACTIVITIES MAY INCLUDE, BUT ARE NOT LIMITED TO:

- **Start-up costs for an additional Migrant preschool class for the 2016-2017 school year**

OTHER

All activities must comply with Title I, Part C, Section 1304 of the No Child Left Behind Act of 2001 and must be supplemental to the activities already included in the regular MEP Application/ Amendments.

PLEASE PROVIDE A DETAILED DESCRIPTION OF HOW THE LEA WILL USE THE MINI GRANT ALLOCATION, IN KEEPING WITH THE SELECTION ABOVE

Crane would like to request money for classroom start- up costs for a migrant 3 year old preschool program that would start in August 2016. We have a waiting list of 15 3 year old migrant children this year. A 3 year old preschool classroom opening would give migrant families the opportunity of having their child in a quality preschool program for 2 years. This would also help provide an additional option for children who have been in Kindergarten in California but do not qualify for Kindergarten in Arizona.

The maximum number of children for preschool classroom according to ratio standards is 15 students. At any one time in 2015 there was a waiting list for children to register for the Great Beginnings Preschool Program.

Crane Great Beginnings Preschool program is part of the state Quality First Rating system. The program received a 4 Star rating for the 2015-16 school year.

HOW WILL THE MINI GRANT SUPPORT THE LEA’S SERVICE DELIVERY PLAN?

Crane’s Service Delivery Plan has a section for Migrant Preschool. The additional preschool classroom will support the plan. When recruiters register families they will be able to refer more families with 3yr. olds to the preschool classroom and not have to be put on a waiting list. We have some families call us from California wanting to know the availability of a preschool program before they travel.

ARIZONA MIGRANT EDUCATION PROGRAM

FY 16 MINI GRANT APPLICATION

DISTRICT: CRANE SCHOOL DISTRICT

HOW WILL THE MINI-GRANT PROGRAM BE MEASURED AND EVALUATED TO ENSURE ITS SUCCESS?

The Crane Great Beginnings Preschool program is part of the state Quality First rating system. We are evaluated by outside evaluators on the classroom environment, teacher engagement, and instructional support. The students are assessed at various points in the year to show growth on the "Teaching Strategies Gold" early childhood assessment. This assessment shows growth in the standard domains of early childhood. The Migrant preschool classroom teacher is part of the Crane District evaluation system. As part of the Quality First Program we receive on going coaching from the Quality First Coaches for our Region.

IT IS ANTICIPATED THAT \$ 19,000.00 WILL BE NEEDED TO FUND THE MINI GRANT SUPPLEMENTAL PROGRAM(S) DESCRIBED ABOVE.

This is a onetime start up request. Future expense will be covered by the current year allocation.

Completing the mini grant application does not guarantee an allocation. All applications are subject to approval by the State MEP office and mini grant allocations must be approved by the State Board of Education. Grants will only be approved by the State office for activities and/ or projects that are supplemental to the activities already included in the regular MEP Application/ Amendments.

I understand that this is a mini grant, which means that I am applying for a one time supplemental allocation. I understand that this money must be used in keeping with the MEP law and must be expended BY September 30, 2016. I understand that there will be reporting requirements and monitoring activities to complete in relation to any monies accepted by the LEA as part of this mini grant.

SIGNED: *Norine Bowers* DATE: 2-09-2016

EXECUTIVE SUMMARY

Issue:	Consideration to develop and solicit list of receivers for appointment by the Board
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Pursuant to A.R.S. § 15-103(E), the Board is responsible for developing and adopting a list of qualified receivers to be appointed by the Board for the purpose of managing a school district placed in receivership.

To maintain a current list of receivers, the Board is required to develop and solicit a list of receivers through a Request for Proposal. Regarding a Request for Proposal, the Board has two options:

- Authorize Board staff and State of Arizona Procurement officials to draft and issue a Request for Proposal and return with a list of recommended receivers to the Board for approval at a future meeting; or
- Authorize Board staff and State of Arizona Procurement officials to draft a Request for Proposal and return the draft RFP to the Board for approval before its issuance, and then return to the Board with a list of recommended receivers for approval at a future meeting.

To avoid delay and timely secure a list of receivers, Board staff requests approval to issue a Request for Proposal, drafted in collaboration with State of Arizona Procurement officials, that would generate a list of receivers for Board approval.

Recommendation to the Board

It is recommended that the Board approve the issuance of a Request for Proposal to generate a list of receivers for Board approval.

Contact Information: Dr. Karol Schmidt, Executive Director

EXECUTIVE SUMMARY

Issue: Temporary adoption of the California Subject Examinations for Teachers (CSET) Mathematics Subtests I (211) and II (212)

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

A.R.S. §15-533(A) requires educators to pass a professional knowledge and a subject knowledge proficiency examination in order to qualify for a teaching certificate. The current subject knowledge exam required for secondary mathematics teachers is the National Evaluation Series (NES) Mathematics exam. The NES Mathematics exam assesses the educator's knowledge of mathematical processes, number sense, patterns, algebra, functions, measurement, geometry, trigonometry, calculus, statistics, probability and discrete mathematics. Passing the NES Mathematics exam demonstrates that the teacher has subject matter competency to teach all high school mathematics courses.

Arizona schools have a shortage of qualified mathematics teachers. School administrators have recommended the adoption of a mathematics exam which would assess competency needed to teach foundational-level mathematics courses, but would not require competency needed to teach calculus or trigonometry. In response to this recommendation, the Arizona Department of Education (ADE) reviewed several exams for foundational-level mathematics currently used in other states. The California Subject Examination for Teachers (CSET) Mathematics Subtests I and II assess an educator's knowledge of general mathematics, algebra, geometry, probability, statistics, and consumer mathematics. The exam has been reviewed by program specialists who have determined that the content of the exam exceeds the Arizona standards to teach algebra, geometry, and consumer mathematics in grades 6-12.

ADE is proposing temporarily adopting the CSET Mathematics Subtest I (211) and II (212) and requiring the same passing score that has been established by the California Commission on Teacher Credentialing to meet the subject knowledge exam requirements to teach foundational-level mathematics courses, including algebra, geometry, and consumer mathematics, in grades 6-12. The temporary adoption of the CSET exam provides an option for individuals seeking to become qualified to teach foundational-level mathematics while an Arizona assessment is developed and adopted. Development of an Arizona foundational-level mathematics assessment should be completed by the fall of 2016.

Recommendation to the Board

It is recommended that the Board temporarily adopt the California Subject Examinations for Teachers (CSET) Mathematics subtest I (211) and subtest II (212) using the same passing score that is required by the California Commission on Teacher Credentialing to meet the subject knowledge proficiency requirement to teach foundational-level mathematics courses, including algebra, geometry, and consumer mathematics.

Contact Information:

Dr. Cecilia Johnson, Associate Superintendent, Highly Effective Teachers and Leaders

EXECUTIVE SUMMARY



California Subject Examinations for Teachers®

TEST GUIDE

MATHEMATICS SUBTEST I

Subtest Description

This document contains the Mathematics subject matter requirements arranged according to the domains covered by Subtest I of CSET: Mathematics. In parentheses after each named domain is the CTC-assigned domain code from the Mathematics subject matter requirements.

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CS-TG-SD211-01

EXECUTIVE SUMMARY**California Subject Examinations for Teachers® (CSET®)****Mathematics
Subtest I: Number and Quantity; Algebra****Part I: Content Domains for Subject Matter Understanding and Skill
in Mathematics****NUMBER AND QUANTITY (SMR Domain 1)**

Candidates demonstrate an understanding of number theory and a command of number sense as outlined in the California Common Core Content Standards for Mathematics (Grade 6, Grade 7, Grade 8, and High School). Candidates demonstrate a depth and breadth of conceptual knowledge to ensure a rigorous view of number systems and their underlying structures. They prove and use properties of natural numbers. They formulate conjectures about the natural numbers using inductive reasoning and verify conjectures with proofs.

0001 The Real and Complex Number Systems (SMR 1.1)

- a. Demonstrate knowledge of the properties of the real number system and of its subsets
- b. Perform operations and recognize equivalent expressions using various representations of real numbers (e.g., fractions, decimals, exponents)
- c. Solve real-world and mathematical problems using numerical and algebraic expressions and equations
- d. Apply proportional relationships to model and solve real-world and mathematical problems
- e. Reason quantitatively and use units to solve problems (i.e., dimensional analysis)
- f. Perform operations on complex numbers and represent complex numbers and their operations on the complex plane

(California Common Core Content Standards for Mathematics, including Standards for Mathematical Practice 1–8: The Number System, Grade 7 [7.NS]; The Real Number System, Grade 8; Quantities, High School [N-Q]; Expressions and Equations, Grade 7 [7.EE]; Ratios and Proportional Relationships, Grade 7 [7.RP]; The Real Number System, High School [N-RN]; The Complex Number System, High School [N-CN])

0002 Number Theory (SMR 1.2)

- a. Prove and use basic properties of natural numbers (e.g., properties of divisibility)
- b. Use the principle of mathematical induction to prove results in number theory
- c. Apply the Euclidean Algorithm

EXECUTIVE SUMMARY

MATHEMATICS
SUBTEST I: NUMBER AND QUANTITY; ALGEBRA

- d. Apply the Fundamental Theorem of Arithmetic (e.g., find the greatest common factor and the least common multiple; show that every fraction is equivalent to a unique fraction where the numerator and denominator are relatively prime; prove that the square root of any number, not a perfect square number, is irrational)

(California Common Core Content Standards for Mathematics, including Standards for Mathematical Practice 1–8: The Number System, Grade 6 [6.NS])

ALGEBRA (SMR Domain 2)

Candidates demonstrate an understanding of the foundations of algebra as outlined in the California Common Core Content Standards for Mathematics (Grade 7, Grade 8, and High School). Candidates demonstrate a depth and breadth of conceptual knowledge to ensure a rigorous view of algebra and its underlying structures. They are skilled at symbolic reasoning and use algebraic skills and concepts to model a variety of problem-solving situations. They understand the power of mathematical abstraction and symbolism.

0003 Algebraic Structures (SMR 2.1)

- a. Demonstrate knowledge of why the real and complex numbers are each a field, and that particular rings are not fields (e.g., integers, polynomial rings, matrix rings)
- b. Apply basic properties of real and complex numbers in constructing mathematical arguments (e.g., if $a < b$ and $c < 0$, then $ac > bc$)
- c. Demonstrate knowledge that the rational numbers and real numbers can be ordered and that the complex numbers cannot be ordered, but that any polynomial equation with real coefficients can be solved in the complex field
- d. Identify and translate between equivalent forms of algebraic expressions and equations using a variety of techniques (e.g., factoring, applying properties of operations)
- e. Justify the steps in manipulating algebraic expressions and solving algebraic equations and inequalities
- f. Represent situations and solve problems using algebraic equations and inequalities

(California Common Core Content Standards for Mathematics, including Standards for Mathematical Practice 1–8: The Real Number System, High School [N-RN]; The Complex Number System, High School [N-CN]; Seeing Structure in Expressions, High School [A-SSE]; Reasoning with Equations and Inequalities, High School [A-REI]; Creating Equations, High School [A-CED])

0004 Polynomial Equations and Inequalities (SMR 2.2)

- a. Analyze and solve polynomial equations with real coefficients using:
 - ♦ the Fundamental Theorem of Algebra
 - ♦ the Rational Root Theorem for polynomials with integer coefficients
 - ♦ the Conjugate Root Theorem for polynomial equations with real coefficients
 - ♦ the Binomial Theorem

EXECUTIVE SUMMARY**MATHEMATICS
SUBTEST I: NUMBER AND QUANTITY; ALGEBRA**

- b. Prove and use the Factor Theorem and the quadratic formula for real and complex quadratic polynomials
- c. Solve polynomial inequalities

(California Common Core Content Standards for Mathematics, including Standards for Mathematical Practice 1–8: Reasoning with Equations and Inequalities, High School [A-REI]; Arithmetic with Polynomials and Rational Expressions, High School [A-APR]; Linear, Quadratic, and Exponential Models, High School [F-LE])

0005 Functions (SMR 2.3)

- a. Analyze general properties of functions (i.e., domain and range, one-to-one, onto, inverses, composition, and differences between relations and functions) and apply arithmetic operations on functions
- b. Analyze properties of linear functions (e.g., slope, intercepts) using a variety of representations
- c. Demonstrate knowledge of why graphs of linear inequalities are half planes and be able to apply this fact
- d. Analyze properties of polynomial, rational, radical, and absolute value functions in a variety of ways (e.g., graphing, solving problems)
- e. Analyze properties of exponential and logarithmic functions in a variety of ways (e.g., graphing, solving problems)
- f. Model and solve problems using nonlinear functions

(California Common Core Content Standards for Mathematics, including Standards for Mathematical Practice 1–8: Interpreting Functions, High School [F-IF]; Building Functions, High School [F-BF]; Linear, Quadratic, and Exponential Models, High School [F-LE])

0006 Linear Algebra (SMR 2.4)

- a. Understand and apply the geometric interpretation and basic operations of vectors in two and three dimensions, including their scalar multiples
- b. Prove the basic properties of vectors (e.g., perpendicular vectors have zero dot product)
- c. Understand and apply the basic properties and operations of matrices and determinants (e.g., to determine the solvability of linear systems of equations)
- d. Analyze the properties of proportional relationships, lines, linear equations, and their graphs, and the connections between them
- e. Model and solve problems using linear equations, pairs of simultaneous linear equations, and their graphs

(California Common Core Content Standards for Mathematics, including Standards for Mathematical Practice 1–8: Vector and Matrix Quantities, High School [N-VM]; Expressions and Equations, Grade 8; Linear, Quadratic, and Exponential Models, High School [F-LE]; Ratios and Proportional Relationships, Grade 7 [7.RP])

EXECUTIVE SUMMARY

**MATHEMATICS
SUBTEST I: NUMBER AND QUANTITY; ALGEBRA****Part II: Subject Matter Skills and Abilities
Applicable to the Content Domains in Mathematics**

Candidates for Single Subject Teaching Credentials in mathematics use inductive and deductive reasoning to develop, analyze, draw conclusions, and validate conjectures and arguments. As they reason both abstractly and quantitatively, they use counterexamples, construct proofs using contradictions, construct viable arguments, and critique the reasoning of others. They create multiple representations of the same concept. They know the interconnections among mathematical ideas, use appropriate tools strategically, and apply techniques and concepts from different domains and sub-domains to model the same problem. They explain mathematical interconnections with other disciplines. They are able to communicate their mathematical thinking clearly and coherently to others, orally, graphically, and in writing. They attend to precision, including the use of precise language and symbols.

Candidates make sense of routine and complex problems, solving them by selecting from a variety of strategies. They look for and make use of structure while demonstrating persistence and reflection in their approaches. They analyze problems through pattern recognition, look for and express regularity in repeated reasoning, and use analogies. They formulate and prove conjectures, and test conclusions for reasonableness and accuracy. They use counterexamples to disprove conjectures.

Candidates select and use different representational systems (e.g., coordinates, graphs). They understand the usefulness of transformations and symmetry to help analyze and simplify problems. They model with mathematics to analyze mathematical structures in real contexts. They use spatial reasoning to model and solve problems that cross disciplines.

(California Common Core Content Standards for Mathematics [Grade 7, Grade 8, and High School], including Standards for Mathematical Practice 1–8)

EXECUTIVE SUMMARY



California Subject Examinations for Teachers®

TEST GUIDE

MATHEMATICS SUBTEST II

Subtest Description

This document contains the Mathematics subject matter requirements arranged according to the domains covered by Subtest II of CSET: Mathematics. In parentheses after each named domain is the CTC-assigned domain code from the Mathematics subject matter requirements.

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CS-TG-SD212-01

EXECUTIVE SUMMARY**California Subject Examinations for Teachers® (CSET®)****Mathematics**
Subtest II: Geometry; Probability and Statistics**Part I: Content Domains for Subject Matter Understanding and Skill
in Mathematics****GEOMETRY (SMR Domain 3)**

Candidates demonstrate an understanding of the foundations of geometry as outlined in the California Common Core Content Standards for Mathematics (Grade 7, Grade 8, and High School). Candidates demonstrate a depth and breadth of conceptual knowledge to ensure a rigorous view of geometry and its underlying structures. They demonstrate an understanding of axiomatic systems and different forms of logical arguments. Candidates understand, apply, and prove theorems relating to a variety of topics in two- and three-dimensional geometry, including coordinate, synthetic, non-Euclidean, and transformational geometry.

0001 Plane Euclidean Geometry (SMR 3.1)

- a. Apply the Parallel Postulate and its implications and justify its equivalents (e.g., the Alternate Interior Angle Theorem, the angle sum of every triangle is 180 degrees)
- b. Demonstrate knowledge of complementary, supplementary, and vertical angles
- c. Prove theorems, justify steps, and solve problems involving similarity and congruence
- d. Apply and justify properties of triangles (e.g., the Exterior Angle Theorem, concurrence theorems, trigonometric ratios, triangle inequality, Law of Sines, Law of Cosines, the Pythagorean Theorem and its converse)
- e. Apply and justify properties of polygons and circles from an advanced standpoint (e.g., derive the area formulas for regular polygons and circles from the area of a triangle)
- f. Identify and justify the classical constructions (e.g., angle bisector, perpendicular bisector, replicating shapes, regular polygons with 3, 4, 5, 6, and 8 sides)

(California Common Core Content Standards for Mathematics, including Standards for Mathematical Practice 1–8: Geometry, Grade 7 [7.G]; Geometry, Grade 8; Congruence, High School [G-CO]; Similarity, Right Triangles, and Trigonometry, High School [G-SRT]; Circles, High School [G-C]; Geometric Measurement and Dimension, High School [G-GMD])

0002 Coordinate Geometry (SMR 3.2)

- a. Use techniques in coordinate geometry to prove geometric theorems
- b. Model and solve mathematical and real-world problems by applying geometric concepts to two-dimensional figures

EXECUTIVE SUMMARY**MATHEMATICS****SUBTEST II: GEOMETRY; PROBABILITY AND STATISTICS**

- c. Translate between the geometric description and the equation for a conic section
- d. Translate between rectangular and polar coordinates and apply polar coordinates and vectors in the plane

(California Common Core Content Standards for Mathematics, including Standards for Mathematical Practice 1–8: Geometry, Grade 8; Expressing Geometric Properties with Equations, High School [G-GPE]; Geometric Measurement and Dimension, High School [G-GMD]; Modeling with Geometry, High School [G-MG]; Polar Coordinates and Curves, High School)

0003 Three-Dimensional Geometry (SMR 3.3)

- a. Demonstrate knowledge of the relationships between lines and planes in three dimensions (e.g., parallel, perpendicular, skew, coplanar lines)
- b. Apply and justify properties of three-dimensional objects (e.g., the volume and surface area formulas for prisms, pyramids, cones, cylinders, spheres)
- c. Model and solve mathematical and real-world problems by applying geometric concepts to three-dimensional figures

(California Common Core Content Standards for Mathematics, including Standards for Mathematical Practice 1–8: Congruence, High School [G-CO]; Similarity, Right Triangles, and Trigonometry, High School [G-SRT]; Geometric Measurement and Dimension, High School [G-GMD]; Modeling with Geometry, High School [G-MG])

0004 Transformational Geometry (SMR 3.4)

- a. Demonstrate knowledge of isometries in two- and three-dimensional space (e.g., rotation, translation, reflection), including their basic properties in relation to congruence
- b. Demonstrate knowledge of dilations (e.g., similarity transformations or change in scale factor), including their basic properties in relation to similarity, volume, and area

(California Common Core Content Standards for Mathematics, including Standards for Mathematical Practice 1–8: Geometry, Grade 8; Congruence, High School [G-CO])

PROBABILITY AND STATISTICS (SMR Domain 4)

Candidates demonstrate an understanding of statistics and probability distributions as outlined in the California Common Core Content Standards for Mathematics (Grade 7, Grade 8, and High School). Candidates demonstrate a depth and breadth of conceptual knowledge to ensure a rigorous view of probability and statistics and their underlying structures. They solve problems and make inferences using statistics and probability distributions.

EXECUTIVE SUMMARY

**MATHEMATICS
SUBTEST II: GEOMETRY; PROBABILITY AND STATISTICS****0005 Probability (SMR 4.1)**

- a. Prove and apply basic principles of permutations and combinations
- b. Illustrate finite probability using a variety of examples and models (e.g., the fundamental counting principles, sample space)
- c. Use and explain the concepts of conditional probability and independence
- d. Compute and interpret the probability of an outcome, including the probabilities of compound events in a uniform probability model
- e. Use normal, binomial, and exponential distributions to solve and interpret probability problems
- f. Calculate expected values and use them to solve problems and evaluate outcomes of decisions

(California Common Core Content Standards for Mathematics, including Standards for Mathematical Practice 1–8: Statistics and Probability, Grade 7 [7.SP]; Conditional Probability and the Rules of Probability, High School [S-CP]; Using Probability to Make Decisions, High School [S-MD])

0006 Statistics (SMR 4.2)

- a. Compute and interpret the mean and median of both discrete and continuous distributions
- b. Compute and interpret quartiles, range, interquartile range, and standard deviation of both discrete and continuous distributions
- c. Select and evaluate sampling methods appropriate to a task (e.g., random, systematic, cluster, convenience sampling) and display the results
- d. Apply the method of least squares to linear regression
- e. Apply the chi-square test
- f. Interpret scatter plots for bivariate data to investigate patterns of association between two quantities (e.g., correlation), including the use of linear models
- g. Interpret data on a single count or measurement variable presented in a variety of formats (e.g., dot plots, histograms, box plots)
- h. Demonstrate knowledge of P-values and hypothesis testing
- i. Demonstrate knowledge of confidence intervals

(California Common Core Content Standards for Mathematics, including Standards for Mathematical Practice 1–8: Statistics and Probability, Grade 8; Interpreting Categorical and Quantitative Data, High School [S-ID])

EXECUTIVE SUMMARY**MATHEMATICS****SUBTEST II: GEOMETRY; PROBABILITY AND STATISTICS****Part II: Subject Matter Skills and Abilities
Applicable to the Content Domains in Mathematics**

Candidates for Single Subject Teaching Credentials in mathematics use inductive and deductive reasoning to develop, analyze, draw conclusions, and validate conjectures and arguments. As they reason both abstractly and quantitatively, they use counterexamples, construct proofs using contradictions, construct viable arguments, and critique the reasoning of others. They create multiple representations of the same concept. They know the interconnections among mathematical ideas, use appropriate tools strategically, and apply techniques and concepts from different domains and sub-domains to model the same problem. They explain mathematical interconnections with other disciplines. They are able to communicate their mathematical thinking clearly and coherently to others, orally, graphically, and in writing. They attend to precision, including the use of precise language and symbols.

Candidates make sense of routine and complex problems, solving them by selecting from a variety of strategies. They look for and make use of structure while demonstrating persistence and reflection in their approaches. They analyze problems through pattern recognition, look for and express regularity in repeated reasoning, and use analogies. They formulate and prove conjectures, and test conclusions for reasonableness and accuracy. They use counterexamples to disprove conjectures.

Candidates select and use different representational systems (e.g., coordinates, graphs). They understand the usefulness of transformations and symmetry to help analyze and simplify problems. They model with mathematics to analyze mathematical structures in real contexts. They use spatial reasoning to model and solve problems that cross disciplines.

(California Common Core Content Standards for Mathematics [Grade 7, Grade 8, and High School], including Standards for Mathematical Practice 1–8)

EXECUTIVE SUMMARY

Issue:	Consideration of Recommendation of Certificate Revocation of Gregory Ethridge, Case No. C-2015-012
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Mr. Ethridge holds a Provisional Secondary Education 7-12 certificate, which expires May 16, 2016.

On September 29, 2014, Holbrook Unified School District reported to the Investigative Unit that Mr. Ethridge had engaged in an inappropriate relationship with Student A, a female student born in 1999.

On September 30, 2014, the AZ Department of Public Safety reported to the Investigative Unit that Mr. Ethridge had been arrested and charged with Molestation of a child by Holbrook Police Department.

Mr. Ethridge and Student A exchanged Facebook and text messages of a sexual nature. In some of the messages, Respondent asked Student A if she has ever masturbated and encouraged her to do so while offering advice on things to use to assist her. He also asked her to describe it to him while she did it.

At Mr. Ethridge's request, Student A sent pictures of herself wearing lingerie to Mr. Ethridge and he responded with smiley faces. He also told Student A to erase all of the messages they had sent to each other, and Student A erased the messages.

Mr. Ethridge suggested to Student A that she come to his residence and look through his window. When Student A looked through the window, she witnessed Mr. Ethridge masturbating. Mr. Ethridge winked at Student A several times and upon ejaculating, he motioned for Student A to leave and he closed his curtains.

On one occasion, Student A was inside Mr. Ethridge's home and he asked her if she wanted him to masturbate. Mr. Ethridge then began masturbating and Student A put her fingertips on Mr. Etheredge's penis. Mr. Ethridge then ejaculated in front of Student A.

On September 23, 2014, Mr. Ethridge was placed on administrative leave by HUSD pending investigation into allegations of inappropriate interactions with students.

On September 25, 2014, Mr. Ethridge was arrested by Holbrook Police Department and charged with Molestation of a Child.

Contact Information:

*Garnett Winders, Acting Chief Investigator
State Board of Education*

EXECUTIVE SUMMARY

On November 14, 2014, Mr. Ethridge resigned from his position with HUSD effective December 1, 2014.

All attempts and methods used to contact Mr. Ethridge have gone unanswered.

Review and Recommendation of State Board Committee

On February 9, 2016, based on the Finding of Fact and Conclusions of Law, the Professional Practices Advisory Committee ("PPAC") recommended, by a vote of 4 to 0, that the State Board revoke any and all certifications held by Gregory Ethridge and that all states and territories be so notified.

Recommendation to the Board

It is recommended that the Board accept the recommendation of the PPAC to revoke any and all certifications held by Gregory Ethridge, and that all states and territories be so notified.

EXECUTIVE SUMMARY

Issue:	Consideration of Recommendation to Suspend Certification of Jonathan Harviston, Case No. C-2015-115
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Mr. Harviston holds a Guidance Counselor PreK-12 certificate, which expires May 11, 2020, and a Substitute certificate, which expires December 27, 2018.

On July 2, 2014, Mr. Harviston signed a Teacher's Employment Contract ("Contract") with Tempe Elementary School District No. 3 ("TESD") and was employed as a Teacher/Behavioral Intervention Specialist.

On September 23, 2015, Mr. Harviston submitted a letter of resignation to Andrew Lebowitz, Principal of Nevitt Elementary School ("Nevitt"), via email.

On October 2, 2015, Laura Hauer, Executive Director of Human Resources for TESD, sent Mr. Harviston a letter informing him that on October 1, 2014, the TESD Governing Board had approved his resignation "Pending Replacement".

On October 2, 2014, Mr. Harviston sent an email to Ms. Lias with the subject line, "Walking out" and decided his last day would be October 3, 2014.

Mr. Harviston made no attempt to return to work at TESD after October 3, 2014.

TESD was unable to find a suitable replacement for Mr. Harviston at any time during the 2014-2015 school year.

Review and Recommendation of State Board Committee

On February 9, 2016, the Professional Practices Advisory Committee recommended, based on the Finding of Facts and Conclusions of Law, that the State Board suspend any and all certifications held by Jonathan Harviston for one year and that all states and territories be so notified.

Recommendation to the Board

It is recommended that the Board accept the recommendation of the PPAC to suspend any and all certificate(s) of Jonathan Harviston for one year from today's date and that all states and territories be so notified.

Contact Information:

*Garnett Winders, Acting Chief Investigator
State Board of Education*

EXECUTIVE SUMMARY

Issue:	Consideration of Certificate Suspension for Trenton J. Ricci, Case No. C-2015-150.
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Trenton J. Ricci held a Provisional Career and Technical Education Certificate; which expired on August 10, 2015.

On October 3, 2014, the State Board Investigative Unit received a report from the Tolleson Union High School ("District") alleging Mr. Ricci had breached his contract with the District.

- Mr. Ricci entered into a contractual agreement for the school year 2014-2015 with the Tolleson Union High School District as a certified teacher on April 23, 2014.
- On July 8, 2014, Mr. Ricci submitted his letter of resignation stating: "Unfortunately, an opportunity has arisen that I have accepted in order to better fit my overall needs and goals as an educator." He made no attempt to return to work after July 8, 2014.
- On September 23, 2014, the District approved action against Mr. Ricci's certificate citing that he was not released from his teaching contract and would be reported to the Arizona Department of Education (ADE) for breach of contract.
- On October 3, 2014, the Investigative Unit ("IU") received notice from the District.
- On October 22, 2015, the IU sent a letter via certified mail to Mr. Ricci at his address of record with ADE. That letter was returned by the United States Postal Service (USPS) on October 29, 2015, as undeliverable, "Unable to forward".
- On December 1, 2015, and after conducting an extensive web search for possible whereabouts for Mr. Ricci, we located a possible address in Lake Havasu City. A certified letter was mailed to this address. On December 8, 2015 the letter was returned to the IU by USPS as "Undeliverable".
- On December 2, 2015, the investigator was able to locate a possible place of employment for Mr. Ricci with the Lake County School District ("LCSD"), in Colorado.

Contact Information:

Garnett Winders, Acting Chief Investigator
State Board of Education

EXECUTIVE SUMMARY

- The investigator made contact with Wendy Wyman, superintendent for LCSD. Ms. Wyman was able to verify that Mr. Ricci had been employed by the district since May 13, 2014.
- Calls and messages left at Mr. Ricci's place of employment have gone unanswered.
- The investigator has sent several emails to Mr. Ricci's personal email as listed with the ADE. These emails have been verified as "received" by the email account owner. None of these emails have been answered by Mr. Ricci.

Recommendation of the Professional Practices Advisory Committee (PPAC)

On February 9, 2016, based on the Findings of Fact and Conclusions of Law, the PPAC recommended, by a vote of 3 to 1, that the Board suspend any and all certificate(s) held by Mr. Ricci for two years, and that all states and territories be so notified.

Recommendation to the Board

It is recommended that the Board accept the recommendation of the PPAC and suspend any and all certificate(s) held by Trenton J. Ricci for 2 years from today's date and that all states and territories be so notified.

Contact Information:

Garnett Winders, Acting Chief Investigator
State Board of Education

EXECUTIVE SUMMARY

Issue: Presentation, discussion and possible action regarding the Recommendation to Approve the Negotiated Settlement Agreement for Carlos A. Martinez, Case No. C-2015-120

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Mr. Martinez holds a Substitute certificate, which expires May 29, 2018.

On February 17, 2015, Mr. Martinez admitted to and was arrested for the theft of Ipads from Palominas Elementary School District ("PESD").

In the Summer of 2014, Mr. Martinez became addicted to the pain medication Percocet, which is a controlled substance, after being prescribed the medication in conjunction with a diagnosed medical condition.

September through October of 2014, Mr. Martinez stole Ipads belonging to PESD and pawned them for money. He used the money he received from the Ipads to illegally buy Percocet without a valid prescription.

February 17, 2015, Mr. Martinez admitted to school administration and a Cochise County Sherriff's Deputy that he had stolen the PESD Ipads.

Recommendation of the Professional Practices Advisory Committee (PPAC)

On February 9, 2016, the PPAC recommended, by a vote of 4 to 0, that the Board approve the Negotiated Settlement Agreement and suspend any and all teaching certificate(s) held by of Carlos Martinez for two years, with the listed conditions, and that all states and territories be so notified.

- Mr. Martinez shall participate in counseling, therapy, or a treatment program that addresses substance abuse issues.
- Mr. Martinez shall furnish a letter of proof of successful completion to the Board, certifying he has successfully completed a program addressing the issues that led to the conduct.

Contact Information:

*Garnett Winders, Acting Chief Investigator
State Board of Education*

EXECUTIVE SUMMARY

Recommendation to the Board

It is recommended that the Board accept the recommendation of the PPAC to approve the Negotiated Settlement Agreement and suspend any and all teaching certificate(s) held by Carlos A. Martinez for two years from today's date, with the above listed conditions, and that all states and territories be so notified.

EXECUTIVE SUMMARY

Issue: Presentation, discussion and possible action regarding the Recommendation to Approve the Negotiated Settlement Agreement for Jake Corey Rashkow, Case No. C-2014-118

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Jake Corey Rashkow holds a Substitute teaching certificate, which expires on January 11, 2018.

Mr. Rashkow was a teacher at Gateway Academy ("Gateway"), located in Scottsdale, Arizona from July 14, 2014 through September 19, 2014.

Gateway terminated Mr. Rashkow's employment on September 19, 2014, due to dissatisfaction with his work performance. Upon termination Mr. Rashkow went to his classroom and deleted his student IEP files from the school's server. He sent text messages to the Program Director and Executive Director stating that he would disparage the school as long as he lived and made other idol threats.

On or about March 12, 2015, the Investigative Unit notified Mr. Rashkow that a complaint would be filed against his teaching certificate. Mr. Rashkow entered into negotiations and agreed to the terms of the proposed settlement agreement.

Recommendation of the Professional Practices Advisory Committee (PPAC)

On February 9, 2016, the PPAC recommended, by a vote of 4 to 0, that the Board approve the settlement agreement and suspend any and all certificate(s) held by Mr. Rashkow for two years, with the listed conditions, and that all states and territories be so notified.

- Mr. Rashkow shall participate in a teacher ethics-boundaries class.
- Mr. Rashkow shall furnish a letter of proof of successful completion to the Board certifying he has successfully completed the ethics class addressing the issues that led to the conduct.

Contact Information:

Garnett Winders, Acting Chief Investigator
State Board of Education

EXECUTIVE SUMMARY

Recommendation to the Board

It is recommended that the Board accept the recommendation of the PPAC to approve the Negotiated Settlement Agreement and suspend any and all certificate(s) held by Jake Corey Rashkow for two years from today's date, with the above listed conditions, and that all states and territories be so notified.

EXECUTIVE SUMMARY

Issue:	Consideration of Recommendation to Deny the Application for Certification of Matthew Campagna, Case No. C-2014-402R
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☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Mr. Campagna held a Substitute certificate which expired on April 21, 2013.

On August 1, 2014, Mr. Campagna applied for a Reciprocal Secondary Education, 7-12 certificate based upon a “lifetime” teaching certificate issued in Missouri on March 2, 1975. On his application for certification, he answered “yes” to the following questions:

- Have you ever had any professional certificate or license, revoked or suspended?
- Have you ever received a reprimand or other disciplinary action involving any professional certification or license?
- Have you ever been arrested or nay offense for which you were fingerprinted?

On June 30, 2010, the New Mexico Public Education Department (“NMPED”) revoked Mr. Campagna’s teaching license based on its finding that Mr. Campagna “engaged in inappropriate conduct involving his students such as conduct of a sexual nature or of making sexual innuendos while engaged in the teaching profession; committing other unprofessional acts before his students, their parents and fellow teachers; and, making material misrepresentations on an NMPED licensure application.

On November 7, 2012, the South Dakota Department of Education denied Mr. Campagna’s application for certification based upon the 2010 revocation of his New Mexico teaching license and a finding that some of his answers to question on his South Dakota application “are material misrepresentations and false and misleading statements and violate [South Dakota law]. Campagna failed to disclose the New Mexico revocation and employment-related disciplinary action.”

On February 10, 2015 and April 14, 2015, the Professional Practices Advisory Committee (“PPAC”) reviewed Mr. Campagna’s application and found that he violated provisions of A.A.C. R7-2-1308(B). They voted unanimously to recommend that the State Board of Education (“Board”) deny Mr. Campagna’s application for certification because he had engaged in immoral or unprofessional conduct.

At a public meeting held on May 18, 2015, the Board reviewed the recommendations of the PPAC regarding Mr. Campagna’s application for certification. The Board voted unanimously to adopt the PPAC’s recommendation to deny Mr. Campagna’s application

Contact Information:

*Garnett Winders, Acting Chief Investigator
State Board of Education*

EXECUTIVE SUMMARY

for certification, based upon a finding that he had engaged in immoral or unprofessional conduct.

On June 8, 2015, the Investigative Unit mailed a "Notice of Denial of Application for Certification" to Mr. Campagna informing him of the denial.

On June 19, 2015, Mr. Campagna filed a timely request for a hearing under A.R.S. § 41-1065. Mr. Campagna was notified of the date of the PPAC hearing and he then informed the Investigative Unit, via email, that he would not be participating in the hearing.

Recommendation of the Professional Practices Advisory Committee

On February 9, 2016, the Professional Practices Advisory Committee recommended, by a vote of 4 to 0, that the State Board deny the application for certification of Matthew Campagna and that all states and territories be so notified.

Recommendation to the Board

It is recommended that the Board accepts the recommendation of the PPAC to deny the application for certification for Matthew Campagna and that all states and territories be so notified.

EXECUTIVE SUMMARY

Issue: Presentation, discussion and possible action to revise the Arizona Framework for Measuring Educator Effectiveness

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

On April 25, 2011, the State Board of Education (SBE) unanimously passed the proposed Arizona Framework for Measuring Educator Effectiveness. This action resulted from the passage of SB 1040 that directed the SBE to adopt and maintain a model framework for teacher and principal evaluation that includes quantitative data on student academic progress. The initial framework was adopted on April 25, 2011, amended May 19, 2014 and took effect in the 2014-15 school year. Starting with the 2016-17 school year LEAs will use a revised framework, adopted by the SBE on January 25, 2016.

At the February 22, 2016 Board meeting, public comment was received requesting clarifying language to the framework to require LEAs to include data from all students enrolled in the LEA, rather than from only selective students. As a result, clarifying language for both frameworks is proposed to ensure that data from all students enrolled at an LEA are included in the teacher and principal evaluation framework.

For the framework that is in effect for the 2015-16 school year, the following revision is recommended on page 7:

Due to the disparity in available valid and reliable student achievement data between teachers in various content areas, the framework is divided into two components: Group A and Group B. Districts and charters shall apply the Group A framework to all teachers with available classroom-level student achievement data that are valid and reliable, aligned to Arizona's academic standards, and appropriate to individual teachers' content areas. The Group B framework shall be applied to all teachers with limited or no available classroom-level student achievement data that are valid and reliable, aligned to Arizona's academic standards, and appropriate to individual teachers' content areas. No student achievement data or group of students' achievement data may be excluded from a district or charter school's teacher or principal evaluation framework. The framework shall reflect the student achievement data from all students enrolled in the LEA during the school year.

EXECUTIVE SUMMARY

For the framework effective for the 2016-17 school year, the following revision is recommended on page 6:

LEA evaluation systems shall include teaching performance and professional practice measures (ARS §15-537) and academic progress measures (ARS §15-203 (A)(38)). These measures shall apply to all teachers. Each LEA is encouraged to develop or refine evaluation systems so that these systems provide valuable information to support and improve teacher performance. No student academic progress measure(s) or group of students' academic progress measures may be excluded from an LEA's teacher or principal evaluation framework. The framework shall reflect the student academic progress measures from all students enrolled in the LEA during the school year.

Recommendation to the Board

It is recommended that the Board revise the Teacher and Principal Evaluation framework as described.