

ASSOCIATE SUPERINTENDENT APPROVAL: \_\_\_\_\_

STATE BOARD MEETING DATE: March 25, 2013

SUBJECT: ISA with Department of Economic Security, Refugee Resettlement Program

SUBMITTED BY: Dr. Ann Hart

MANAGEMENT TEAM REVIEW: \_\_\_\_\_

**BACKGROUND INFORMATION:**

The Arizona Department of Education(ADE) has partnered with the Arizona Department of Economic Security Refugee Resettlement Program(ADES), to host a collaborative parental involvement meeting to include participation of ADE Refugee Education staff, Maricopa and Pima County VOLAG-based School Coordinators, ADES Refugee Resettlement Program staff, and school district Coordinators in Maricopa and Pima Counties.

The proposed project will attempt to develop specific actions steps to effectively engage refugee parents in the education of their children.

This agreement shall become effective March 24, 2014 and shall terminate April 15, 2014. The funding total is \$2,500.

**BOARD ACTION REQUESTED: [ ] INFORMATION [X] ACTION/DESCRIBED BELOW**

Request that the State Board of Education approve receipt of project funding in the amount of \$2,500 pursuant to §15-206, and ARS 15-207, from the Arizona Department of Economic Security and authorize expenditures in accordance with the terms of the interagency service agreement.

ATTACHMENTS: YES  NO



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERAGENCY SERVICE AGREEMENT (ISA)

Contract between the Arizona Department of Economic Security ("ADES") and the Arizona Department of Education ("Contractor")

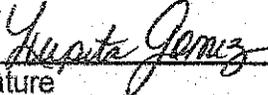
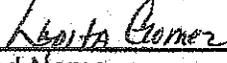
WHEREAS, A.R.S. §35-148 (A) authorizes a State Agency to provide for reimbursement for services performed or to advance funds to another State Agency for services to be performed pursuant to an Interagency Service Agreement and (B) authorizes such funds to be credited to the appropriation account of the agency performing the services for use by such agency;

THEREFORE, it is agreed that the ADES and the Contractor shall abide by all the terms and conditions of this agreement.

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

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

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF EDUCATION:

	
Procurement Officer Signature	Signature
	
Printed Name	Printed Name
ACTING Procurement Manager	CPO
Title	Title
2/27/14	1/15/14
Date	Date
ADES14-066475	14-17-ED
ADES Contract Number	Contract Number

- 1.0 ADES VISION AND MISSION STATEMENTS**  
1.1 ADES Vision: Every child, adult, and family in the State of Arizona will be safe and economically secure.  
1.2 ADES Mission: The ADES promotes the safety, well being, and self sufficiency of children, adults, and families.
- 2.0 PARTIES**  
2.1 This Interagency Service Agreement (ISA) is between the ADES and the Arizona Department of Education (ADE).
- 3.0 TERM OF AGREEMENT**  
3.1 **TERM**  
The term of this Agreement shall begin on date of last signature and shall end on April 15, 2014, unless otherwise agreed upon by both parties in writing.  
3.2 **EXTENSION**  
This Agreement may be extended through a written amendment by mutual agreement of the Parties.  
3.3 **TERMINATION**  
3.3.1 This Agreement may be terminated by mutual agreement of the Parties at any time during the term of this Agreement.  
3.3.2 Each Party shall have the right to terminate this Agreement by hand-delivering to the other Party written notice of termination at least thirty (30) days prior to the effective date of said termination.  
3.4 **PRIOR SERVICES**  
3.4.1 The Parties agree that if similar services were provided by the Contractor prior to the date of last signature, but no earlier than October 1, 2013, those services may be compensated under this agreement.
- 4.0 AMENDMENTS OR MODIFICATIONS**  
4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either Party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective Parties.  
4.2 Either Party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:  
1 Change of telephone number.  
2 Change in authorized signatory.  
3 Change in the name and/or address of the person to whom notices are to be sent.
- 5.0 DEFINITIONS**  
NONE
- 6.0 PURPOSE OF AGREEMENT**  
6.1 The purpose of this Agreement is to provide funding in the amount of \$2,500 to the ADE. Funding is provided to host a collaborative Parental Involvement meeting to engage refugee parents in the education of their children. These funds may not be used to supplant other Federal resources.
- 7.0 SERVICE DESCRIPTION**  
7.1 Host a collaborative parental involvement meeting to include the participation of ADE Refugee Education staff, Maricopa and Pima County Voluntary Resettlement Agency (VOLAG)-based School Coordinators, ADES Refugee Resettlement Program staff, and school district Coordinators in Maricopa and Pima counties.
- 8.0 RESPONSIBILITIES**  
8.1 The ADES and the Contractor agree as follows:  
8.2 The Contractor shall:  
8.4 Host a collaborative parental involvement meeting no later than March 15, 2014 to include the participation of ADE Refugee Education staff, Maricopa and Pima County VOLAG-based School Coordinators, ADES Refugee Resettlement Program staff, and school district Coordinators in Maricopa and Pima Counties.

- 8.5 Secure a location to host the meeting.
- 8.6 Procure supplies for the meeting.
- 8.7 Facilitate the collaborative meeting.
- 8.8 Make any and all other necessary preparations for the meeting.

**9.0 REPORTING REQUIREMENTS**

- 9.1 The Contractor shall provide to ADES the following reports:
- 9.2 A Final Report to include a detailed summary of the meeting, the effectiveness of the meeting to engage refugee parents in the education of their children, and the next steps to be taken by ADE in continued support of parental involvement as it relates to refugee school-aged children age five (5) to eighteen (18) who have been in the United States for three (3) years or less.
- 9.3 Reports shall be sent to:

Arizona Department of Economic Security  
 DAAS Contracts Management Unit  
 P.O. Box 6123 - Site Code 086Z  
 Phoenix, AZ 85007-6123

**10.0 PAYMENT REQUIREMENTS**

- 10.1 For the reimbursement of services performed, ADE and ADES agree upon the following process:
- 10.1.1 Upon receipt of the meeting agenda, including purpose of the meeting and expected outcomes, ADES shall transfer \$1,250 to ADE.
- 10.1.2 Upon receipt of the Final Report ADES shall transfer \$1,250 to ADE.

**11.0 NOTICES**

- 11.1 All notices to the Contractor regarding this agreement shall be sent to the following address:  
 Arizona Department of Education, *Saretha Jones*  
~~Highly Effective Schools~~ *Procurement Division* *5/2/12/14*  
~~African American Outreach, Character, Homeless and Refugee Education~~  
 1535 W. Jefferson Street, Bin #14-37  
 Phoenix, Arizona 85007

- 11.2 All notices to the ADES regarding this agreement shall be sent to the following address:  
 Arizona Department of Economic Security  
 DAAS Contracts Management Unit  
 P.O. Box 6123 - Site Code 086Z  
 Phoenix, AZ 85007-6123

**12.0 OTHER MATTERS**

- 12.1 NONE

**13.0 APPLICABLE LAW**

- 13.1 This Contract shall be governed and interpreted by the laws of the State of Arizona.

**14.0 ARBITRATION**

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

**15.0 AUDIT**

- 15.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

**16.0 AVAILABILITY OF FUNDS FOR THE CURRENT STATE FISCAL YEAR.**

- 16.1 Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the ADES may take any of the following actions:
- 16.1.1 Reduce payments or units authorized;
  - 16.1.2 Accept a decrease in price offered by the contractor;
  - 16.1.3 Cancel the Agreement; and/or
  - 16.1.4 Cancel the Agreement and re-write the requirements.
  - 16.1.5 The Director of ADES shall have the sole and unfettered discretion in determining the availability of funds. The ADES and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing an amendment to this Agreement.
- 17.0 **AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR**
- 17.1 Funds may not presently be available for performance under this Agreement beyond the current State fiscal year. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES at the end of the period for which funds are available
- 17.2 No liability shall accrue to the ADES in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 18.0 **CONFLICT OF INTEREST**
- 18.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.
- 19.0 **DATA SHARING AGREEMENT**
- 19.1 When determined by the ADES that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.
- 20.0 **IT 508 COMPLIANCE**
- 20.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 21.0 **NON-AVAILABILITY OF FUNDS**
- 21.1 In accordance with ARS § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the ADES 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.
- 22.0 **NON-DISCRIMINATION**
- 22.1 The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 23.0 **RIGHT OF OFFSET**
- 23.1 ADES shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the ADES, or damages assessed by the ADES concerning the Contractor's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

**24.0 THIRD-PARTY ANTITRUST VIOLATIONS**

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

**25.0 ATTACHMENTS**

25.1 None

**26.0 EXHIBITS**

26.1 None