I. AUTHORITY

In accordance with A.R.S. § 35-148, this Interagency Service Agreement (ISA) is developed and entered into by the following parties:

1. Arizona Developmental Disabilities Planning Council, hereinafter referred to as "ADDPC", which is authorized by Executive Order 2009-08 to conduct the activities outlined in this ISA, and

2. Arizona Department of Education, Exceptional Student Services, hereinafter referred to as "ADE-ESS", which is authorized by A.R.S. § 15-235 to conduct the activities outlined in this ISA.

II. BACKGROUND

ADDPC Mission Statement: To develop and support capacity building and systemic change that increases inclusion and involvement of persons with developmental disabilities in their communities through the promotion of self-determination, independence and dignity in all aspects of life.

III. PURPOSE

A. The purpose of this agreement is to support ADDPC and ADE-ESS in developing a quarterly brief providing a snapshot of special education issues.

   1. The intent of this project is to support the ADDPC goal of Empowerment through Information.

B. The Special Education Quarterly Briefs will include:

   1. Key information determined by ADDPC and ADE-ESS to be most pertinent to the target audience for the quarterly publications.

   2. Applicable data obtained from partnering agencies such as the Arizona Department of Education and other state agencies, in addition to national-level data obtained through the federal government and other relevant national sources.

   3. Ratings, rankings and other data that clarify performance standards and measurements for the benefit of parents, consumers, and policy makers.

IV. RESPONSIBILITIES

A. ADDPC shall:

1. Manage the agreement
2. Identify research topics in coordination with ADE-ESS that it believes is important for consumers and families, as well as for policy-makers in Arizona every three calendar months.
3. Review and approve potential topics within 60 days of presentation from ADE-ESS.

B. ADE-ESS shall:

1. Gather relevant data pertinent to identify topics and draft narrative identified by the Parties as important for consumers and families, as well as for policy makers in Arizona each quarter.
2. Produce an initial quarterly publication focused on demographics and outcome data, using a template similar to that of the National Center for Learning Disabilities (NCLD) scorecard.
3. Determine jointly with ADDPC the topic areas for the subsequent three quarterly periods.
    a. The topic areas may include measures of student achievement, such as special education classroom settings, transition services, graduation rates, drop-out rates, and related areas.
    b. The first issue shall give a brief overview of general enrollment and trends in Arizona and the United States
    c. ADE shall present the 2nd, 3rd, and 4th topics within 30 days of contract approval
4. Write, design, format and print the publications.
5. Ensure that publication occurs in March, June, September and December.
6. Submit billing invoice to ADDPC.
7. Provide performance measure documentation. By empowering both consumers, clients, and advocates with timely information regarding important education topics, there will be an increased capacity for advocacy as a whole.

a. ADE will conduct one annual comprehensive survey from recipients to ascertain how helpful the information has been. Simultaneously, ADE will survey stakeholders regarding what topics could be or have been most helpful.

b. At the bottom of each newsletter there will be a link to a short 3- 5 question survey to begin gathering more immediate feedback.

8. Co-brand the final document with the ADDPC logo and written credits that the publication is produced with funding from the ADDPC.

9. Ensure that the final document will comply with the Americans with Disabilities Act and will be made available to ADDPC in the following formats:

   a. Plain English (electronic copy)

   b. Plain English (hard copy)

   c. Plain Spanish (electronic copy)

   d. Plain Spanish (hard copy)

10. Provide 6 month progress reports to ADDPC.

   a. The first progress report is due six months after the date this Agreement is signed.

   b. Reports shall include progress on meeting timeframe and deadlines. They will also provide data on how many publications have been distributed and describe any feedback received by ADE-ESS.

   c. Reports shall be sent to:

   Arizona Developmental Disabilities Planning Council
   ATTN: Larry Clausen, Executive Director
   1740 West Adams, Suite 410
   Phoenix, AZ 85007

V. FINANCING

A. ADDPC shall provide the necessary funding as authorized and applicable by the DD Act, and as established by the authorized budget (see attached Budget Summary and Budget Narrative and Justification, Quarterly Special Education Newsletter, September 2013-August 2014).

B. The ADDPC will approve the ADE-ESS proposed budget and summary and narrative. Once approved, ADE-ESS is not authorized to make any changes to award amount without proper notification and justification to the ADDPC thirty (30) days in advance.

C. For the cost reimbursement of services performed, the parties agree upon the following process: The ADDPC will reimburse the ADE-ESS at a cost not to exceed $94,753 by the end of the agreement date. Financial reimbursement forms shall be provided to the ADE-ESS once the ISA becomes effective.

D. The ADDPC will reimburse the ADE-ESS for funds expended no less than monthly and no more than quarterly.

E. Financial Reimbursement Reports shall be sent to:

Arizona Developmental Disabilities Planning Council
ATTN: Lani St. Cyr, Fiscal Manager
1740WestAdams, Suite 410
Phoenix, AZ. 85007

VI. DURATION

A. The term of this agreement shall begin on the date of last signature and shall end 1 year after the execution of this document unless otherwise agreed upon by both parties in writing.

B. This agreement may be extended annually for no more than 5 consecutive years through a written amendment by mutual agreement of the parties.

VII. TERMINATION

A. This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

B. 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.

VIII. GENERAL TERMS AND CONDITIONS

A. Modifications:

1. Modifications within the scope of this Agreement shall be made by mutual consent of all parties, by the issuance of written modification, signed and dated by all parties, prior to any changes being performed. Except where otherwise

specified, revisions or amendments are fully executed upon signing by both parties to this 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. Neither party is obligated to fund any changes not properly approved in advance.

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:

   a. Change of telephone number.

   b. Change in authorized signatory.

   c. Change in the name and/or address of the person to whom notices are to be sent.

B. Conflict of Interest: This Agreement is subject to cancellation under A.R.S. § 38-511, cancellation of State contracts.

C. Records and Audits: Pursuant to A.R.S. §§ 35-214, 35-215, and 41-2548, all books, accounts, reports, files, and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State during the term of this Agreement and for five years after the termination of this Agreement.

D. Confidentiality

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

2. Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The Parties shall retain the right

to refuse acceptance of such Confidential Information that is not required for the purposes of this agreement.

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

E. Arbitration: To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this agreement by arbitration.

F. Civil Rights Assurance and Non-Discrimination: The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order No. 2009-009 and any other federal or state laws relating to equal opportunity and non-discrimination including the Americans with Disabilities Act.

G. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the Parties.

H. Other Agreements: This Agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals.

I. Non-Availability of Funds: This Agreement shall be subject to available funding, and nothing in this Agreement shall bind any party to expenditures in excess of funds appropriated and authorized for purposes outlined in this Agreement. If funds are reduced or otherwise unavailable, the ADDPC may take any of the following actions:

1. Reduce payments or units authorized.

2. Accept a decrease in price offered by the ADE-ESS.

3. Cancel the Contract.

4. Cancel the Contract and re-write the requirements.

5. The Executive Director of the ADDPC shall have the sole and unfettered discretion in determining the availability of funds. The ADDPC and the ADE-ESS may mutually agree to reduce reimbursement to the ADE-ESS when the payment type is Fixed Price with Price Adjustment by executing an amendment.

IX. **NOTICES, REPORTS, CORRESPONDENCE** shall be sent to the following addresses:

ADE-ESS:
ATTN: Cynthia Bolewski
1535 West Jefferson, Bin 24

ADDPC:
ATTN: Marcella Crane, Contracts Manager
1740 West Adams, Suite 410

Phoenix, AZ. 85007 Phoenix, AZ. 85007

X. SIGNATURE AUTHORITY

A. This Interagency Service Agreement is entered into and is fully executed upon signing of both parties to this Agreement.

B. Counterparts: The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party.

C. By signing below, the signer certifies the authority to enter into this agreement and read the foregoing and agrees to accept the provisions in the Agreement.

ADE-ESS	ADDPC
Lupita Gomez 9/30/13 Signature Date	Signature Date
Lupita Gomez, ~~Asst~~ CPO Typed Name and Title	Typed Name and Title
1535 W Jefferson, Address	Address
Phx Az 85007 City/State/Zip	City/State/Zip

Attachment A

Budget Narrative and Justification

Arizona Department of Education – Exceptional Student Services

Quarterly Special Education Newsletter

September 2013 – August 2014

Personnel – TOTAL $79,063

Deputy Associate Superintendent – ($99,500.00) for .10 FTE salary and ERE.
Oversight of the project and approve all final documents. Salary: $99,500.00 x.10 = $9,950.00 ERE: $9,950.00 x .25 = $2,488.00 **Total: $9,950.00 + $2,488.00 = $12,438.00**

Directors – ($77,500.00) for .20 FTE salary and ERE.
Two directors will write and edit each of the newsletters. The specific personnel required will vary depending on topic. Salary: ($77,500.00 x .20 = $15,500.00) x 2 = $31,000.00) ERE: $31,000.00 x .25 = $7,750.00 **Total: $31,000.00 + $7,750.00 = $38,750.00**

Program Project Specialist – ($40,000.00) for .20 FTE salary and ERE.
IT Personnel will ensure electronic access of current and prior issues of the newsletter as well as the creation and maintenance of a new listserv. Salary: $40,000.00 x .20 = $8,000.00 ERE: $8,000.00 x .25 = $2,000.00 **Total: $8,000.00 + $2,000.00 = $10,000.00**

Program Specialist – ($71,500.00) for .20 FTE salary and ERE.
One program specialist will oversee the creation of necessary surveys, related data collection, and composition of necessary reports. Salary: $71,500.00 x .20 = $14,300.00 ERE $14,300.00 x .25 = $3,575.00 **Total: $14,300.00 + $3,575.00 = $17,875.00**

Personnel salaries are based on Arizona Department of Administration salary grade schedules and ranges for the positions. All percentages are based on a 12-month contract for the project.

Fringe Benefits

Fringe benefits are incorporated in ERE above.

Supplies / Operating Expenses – TOTAL $3,600 for four issues

The design, printing, and copying of the newsletters will be completed by the ADE Print Shop.

$1,988 total - $497/per issue - The total cost per issue including design, stock art, printing (high-gloss paper) and folding. The budget assumes a possibility of four-page newsletters for more extensive topics.

$368/ one-time. The billing for the first issue will include an additional charge for one-time costs for the design of the template and font acquisition.

$1,244 total - $311/ per issue. The cost to print, copy and fold 250 copies of the Spanish version.

Travel

N/A

Rent or Cost of Space

N/A

Contracted Services / Professional Services – TOTAL $600

Budget = $600/$150 per issue. Spanish language translation will cost $.15 per word. ADE estimates 750-1,000 words per newsletter but will not be certain until final drafts are completed.

Administrative / Indirect Costs – TOTAL $11,490

ADE has an approved negotiated U. S. Department of Education funding indirect cost rate of 13.8%.

Match

N/A

Total Costs - $94,753

Budget Request Form

Contractor Name: Arizona Department of Education - Exceptional Student Services

Contractor Address: 1535 W. Jefferson (Street Address) Phoenix (City) AZ (State) 85007 (Zip)

Project Name: Quarterly Special Education Newsletter

Budget Category	Requested ADDPC Funds	Non-Federal Cash Match	Non-Federal In-Kind Match	Total Program Cost
Personnel/Salaries	79,063			79,063
Fringe Benefits				-
Supplies / Operating Expenses	3,600			3,600
Travel				-
Rent or Cost of Space				-
Contracted Services / Professional Services	600			600
Administrative / Indirect Costs	11,490			11,490
Total Costs	94,753	-	-	94,753

It is understood that Non-Federal Funds identified in this budget will be used to match only ADDPC Federal Funds, and will not be used to match any other Federal Funds during the period of the ADDPC funded Project.

Additional description and background information shall be included as a budget narrative, including for match. The contractor agrees to submit additional background information to the ADDPC upon request.

Name of Certifying Official

Title of Certifying Official

Phone Email