



# ARIZONA DEPARTMENT OF EDUCATION

## Procurement Section

1535 West Jefferson Street, Bin #37

Phoenix, Arizona 85007

### CONTRACT/AGREEMENT MODIFICATION

1. AGREEMENT NO.: ED07-0041-08	2. MODIFICATION NO.: 01	3. EFFECTIVE DATE: July 1, 2009	4. PROGRAM OFFICE: Title I
5. CONTRACTOR NAME AND ADDRESS: A+ Learning Solutions 3540 W Sahara Ave. #436 Las Vegas, NV 89102			
6. AUTHORITY FOR MODIFICATION: Special Terms and Conditions, Paragraph 5, Option to Extend the Term of the Contract			
7. PURPOSE OF MODIFICATION: Extend this Agreement and add Required Clauses			

8. THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

- A. This Agreement is hereby extended for a period of 12 months. The agreement now terminates on June 30, 2010.
- B. In the Special Terms and Conditions, replace the **Federal Immigration and Nationality Act** clause with the following:

**“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. ADE 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 1.”

- C. In the Special Instructions to Offerors, delete the **Federal Immigration and Nationality Act** clause.

- D. Add the following clause to Special Terms and Conditions:

**Certification of Scrutinized Business Operations in the Sudan and Iran**

In signing this agreement the offeror certifies pursuant to A.R.S. § 35-391 that they do not have scrutinized business operations in the Sudan and pursuant to A.R.S. § 35-393 that they do not have scrutinized business operations in Iran

9. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT/AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

CONTRACTOR: <i>A+ Learning Solutions</i>	ARIZONA DEPARTMENT OF EDUCATION:
SIGNATURE OF AUTHORIZED INDIVIDUAL: <i>Elsa Borell</i>	SIGNATURE: <i>[Signature]</i>
TYPED NAME: <i>Elsa Borell</i>	TYPED NAME: Douglas C Peebles, MBA, CPPB, CPCM
TITLE: <i>Director</i>	TITLE: Procurement Administrator
DATE: <i>06/30/09</i>	DATE:



# ARIZONA DEPARTMENT OF EDUCATION

## Procurement Section

1535 West Jefferson Street, Bin #37

Phoenix, Arizona 85007

# CONTRACT/AGREEMENT MODIFICATION

1. AGREEMENT NO.: ED07-0041-09	2. MODIFICATION NO.: 01	3. EFFECTIVE DATE: July 1, 2009	4. PROGRAM OFFICE: Title I
5. CONTRACTOR NAME AND ADDRESS: Bright Sky Learning 2 Ponds Edge Drive Chads Ford, PA 19317			
6. AUTHORITY FOR MODIFICATION: <b>Special Terms and Conditions, Paragraph 5, Option to Extend the Term of the Contract</b>			
7. PURPOSE OF MODIFICATION: <b>Extend this Agreement and add Required Clauses</b>			

8. THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

- A. This Agreement is hereby extended for a period of 12 months. The agreement now terminates on June 30, 2010.
- B. In the Special Terms and Conditions, replace the **Federal Immigration and Nationality Act** clause with the following:

**“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. ADE 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 1.”
- C. In the Special Instructions to Offerors, delete the **Federal Immigration and Nationality Act** clause.
- D. Add the following clause to Special Terms and Conditions:

**Certification of Scrutinized Business Operations in the Sudan and Iran**

In signing this agreement the offeror certifies pursuant to A.R.S. § 35-391 that they do not have scrutinized business operations in the Sudan and pursuant to A.R.S. § 35-393 that they do not have scrutinized business operations in Iran.

- E. **Attachment 6.1** of the contract shall be replaced by the attached document entitled **Attachment 6.1 Fee Schedule** indicating an hourly rate decrease from \$45.00 to \$40.00 per hour.

9. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT/AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

CONTRACTOR: <i>BRIGHT SKY LEARNING, LLC</i>	ARIZONA DEPARTMENT OF EDUCATION:
SIGNATURE OF AUTHORIZED INDIVIDUAL: 	SIGNATURE: 
TYPED NAME: Scott D. Welch	TYPED NAME: Douglas C Peeples, MBA, CPPB, CPCM
TITLE: National Director	TITLE: Procurement Administrator
DATE: <i>4/30/09</i>	DATE:



# ARIZONA DEPARTMENT OF EDUCATION

## Procurement Section

1535 West Jefferson Street, Bin #37

Phoenix, Arizona 85007

# CONTRACT/AGREEMENT MODIFICATION

1. AGREEMENT NO.: ED07-0041-10	2. MODIFICATION NO.: 01	3. EFFECTIVE DATE: July 1, 2009	4. PROGRAM OFFICE: Title I
5. CONTRACTOR NAME AND ADDRESS: Fenway Enterprises / dba Knowledge Points 16405 N Canyon Dr Fountain Hills, AZ 85268			
6. AUTHORITY FOR MODIFICATION: <u>Special Terms and Conditions, Paragraph 5, Option to Extend the Term of the Contract</u>			
7. PURPOSE OF MODIFICATION: <u>Extend this Agreement and add Required Clauses</u>			

8. THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

- A. This Agreement is hereby extended for a period of 12 months. The agreement now terminates on June 30, 2010.
- B. In the Special Terms and Conditions, replace the **Federal Immigration and Nationality Act** clause with the following:

**“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. ADE 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 1.”
- C. In the Special Instructions to Offerors, delete the **Federal Immigration and Nationality Act** clause.
- D. Add the following clause to Special Terms and Conditions:

**Certification of Scrutinized Business Operations in the Sudan and Iran**

In signing this agreement the offeror certifies pursuant to A.R.S. § 35-391 that they do not have scrutinized business operations in the Sudan and pursuant to A.R.S. § 35-393 that they do not have scrutinized business operations in Iran

9. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT/AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

CONTRACTOR: Fenway Enterprises, Inc.	ARIZONA DEPARTMENT OF EDUCATION:
SIGNATURE OF AUTHORIZED INDIVIDUAL: <i>Ina S. Kliger</i>	SIGNATURE: <i>[Signature]</i>
TYPED NAME: Ina S. Kliger	TYPED NAME: Douglas C Peebles, MBA, CPPB, CPCM
TITLE: President	TITLE: Procurement Administrator
DATE: 6/26/09	DATE:



# ARIZONA DEPARTMENT OF EDUCATION

## Procurement Section

1535 West Jefferson Street, Bin #37

Phoenix, Arizona 85007

### CONTRACT/AGREEMENT MODIFICATION

1. AGREEMENT NO.: ED07-0041-12	2. MODIFICATION NO.: 01	3. EFFECTIVE DATE: July 1, 2009	4. PROGRAM OFFICE: Title I
5. CONTRACTOR NAME AND ADDRESS: Stilwell's Learning Center, LLC 500 E Fry Blvd Sierra Vista, AZ 85635			
6. AUTHORITY FOR MODIFICATION: <u>Special Terms and Conditions, Paragraph 5, Option to Extend the Term of the Contract</u>			
7. PURPOSE OF MODIFICATION: <u>Extend this Agreement and add Required Clauses</u>			

8. THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

- A. This Agreement is hereby extended for a period of 12 months. The agreement now terminates on June 30, 2010.
- B. In the Special Terms and Conditions, replace the **Federal Immigration and Nationality Act** clause with the following:
 

**“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. ADE 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 1.”
- C. In the Special Instructions to Offerors, delete the **Federal Immigration and Nationality Act** clause.
- D. Add the following clause to Special Terms and Conditions:

**Certification of Scrutinized Business Operations in the Sudan and Iran**

In signing this agreement the offeror certifies pursuant to A.R.S. § 35-391 that they do not have scrutinized business operations in the Sudan and pursuant to A.R.S. § 35-393 that they do not have scrutinized business operations in Iran

9. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT/AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

CONTRACTOR: <i>Stilwell's Learning Center, LLC</i>	ARIZONA DEPARTMENT OF EDUCATION:
SIGNATURE OF AUTHORIZED INDIVIDUAL: <i>Brenda Isaak</i>	SIGNATURE: <i>[Signature]</i>
TYPED NAME: Brenda Isaak	TYPED NAME: Douglas C Peeples, MBA, CPPB, CPCM
TITLE: <i>Office Manager / Contracts Manager</i>	TITLE: Procurement Administrator
DATE: <i>6-29-09</i>	DATE:



# ARIZONA DEPARTMENT OF EDUCATION

## Procurement Section

1535 West Jefferson Street, Bin #37  
Phoenix, Arizona 85007

### CONTRACT/AGREEMENT MODIFICATION

1. AGREEMENT NO.: ED07-0041-13	2. MODIFICATION NO.: 01	3. EFFECTIVE DATE: July 1, 2009	4. PROGRAM OFFICE: Title I
5. CONTRACTOR NAME AND ADDRESS: Syndactics, Inc. 6739 N 16 <sup>th</sup> Place Phoenix, AZ 85016			
6. AUTHORITY FOR MODIFICATION: <u>Special Terms and Conditions, Paragraph 5, Option to Extend the Term of the Contract</u>			
7. PURPOSE OF MODIFICATION: <u>Extend this Agreement and add Required Clauses</u>			

8. THE ABOVE REFERENCED AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

A. This Agreement is hereby extended for a period of 12 months. The agreement now terminates on June 30, 2010.

B. In the Special Terms and Conditions, replace the **Federal Immigration and Nationality Act** clause with the following:

**“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. ADE 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 1.”

C. In the Special Instructions to Offerors, delete the **Federal Immigration and Nationality Act** clause.

D. Add the following clause to Special Terms and Conditions:

**Certification of Scrutinized Business Operations in the Sudan and Iran**

In signing this agreement the offeror certifies pursuant to A.R.S. § 35-391 that they do not have scrutinized business operations in the Sudan and pursuant to A.R.S. § 35-393 that they do not have scrutinized business operations in Iran

E. Attachment SES III of the contract shall be replaced by the attached document entitled Attachment SES III Arizona Counties Service Location indicating an increase in service area.

9. EXCEPT AS PROVIDED FOR HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT/AGREEMENT NOT HERETOFORE CHANGED AND/OR MODIFIED REMAIN UNCHANGED AND IN FULL EFFECT.

IN WITNESS WHEREOF THE PARTIES HERETO SIGN THEIR NAMES IN AGREEMENT.

CONTRACTOR: <i>Syndactics</i>	ARIZONA DEPARTMENT OF EDUCATION:
SIGNATURE OF AUTHORIZED INDIVIDUAL: <i>Carolyn Weiner</i>	SIGNATURE: <i>[Signature]</i>
TYPED NAME: <i>Carolyn Weiner</i>	TYPED NAME: Douglas C Peoples, MBA, CPPB, CPCM
TITLE: <i>President</i>	TITLE: Procurement Administrator
DATE: <i>6/30/09</i>	DATE: