NOTICE OF AWARD OF CONTRACT

TO: AHC, INC.
2230 NORTH FAIRFAX DR SUITE 100
ARLINGTON, VA 22201

DATE ISSUED: AUGUST 24, 2010
CURRENT REFERENCE NO: 356-10

CONTRACT TITLE: PROJECT DISCOVERY

MGMT SERVICES
PRIOR REFERENCE NO: 259-09

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on JUNE 30, 2011.

This is the THIRD award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Agreement No. 184-08, including any exhibits, attached or amendments thereto

CONTRACT PRICING:
REFER TO 184-08

ATTACHMENT

AMENDMENT NO. 3 TO AGREEMENT 184-08

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: JENNIFER ENDO
VENDOR TEL. NO.: 703-486-0626 x112

VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 703-486-0653

TAX IDENTIFICATION NUMBER (EIN/SSN): 54-1026365
EMAIL ADDRESS: endo@ahcinc.org

COUNTY CONTACT: Howard Feldstein
COUNTY TEL. NO.: 703-228-1436

CONTRACT AUTHORIZATION

IVETTE GONZALEZ
Procurement Officer

DATE: 8/24/10

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 184-08
AMENDMENT NUMBER 3
REFERENCE NUMBER 356-10

This Amendment Number 3 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 184-08 as amended by Amendments No. 1 and 2 ("Main Agreement") made between AHC, Inc., 2230 North Fairfax Drive, Suite 100, Arlington, Virginia 22201 ("Contractor") and the County Board of Arlington County, Virginia ("County").

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

1. CHANGE THE "CONTRACT TERM" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT TERM
Work under this Agreement shall continue from July 1, 2010 and end on June 30, 2011 ("Third Subsequent Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment, authorize continued operations of the Contractor under the same contract unit prices for not more than two (2) additional twelve (12) month periods from July 1, 2011 to June 30, 2013 (Each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

2. CHANGE THE "CONTRACT AMOUNT" PARAGRAPH TO READ AS FOLLOWS:

CONTRACT AMOUNT
The County will pay the Contractor no more than $53,000.00 in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor’s completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor’s costs and fees (profit).

3. REPLACE EXHIBIT C ("PROJECT DISCOVERY OF VIRGINIA, INC. DELEGATION CONTRACT") WITH AMENDED EXHIBIT C.
Terms and Conditions

The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED BY: [Signature]

RICHARD D. WARREN, JR.
PURCHASING AGENT

DATE: 8/24/10

AHC, INC.

SIGNED BY: [Signature]

PRINT NAME: J.C. ENDO
AND TITLE: DIRECTOR, RESIDENT SERVICES

DATE: 7/29/10
Project Discovery of Virginia, Inc.
Delegation Contract

This agreement is entered into this 1st day of July, 2010 by and between Project Discovery of Virginia, Inc. (hereinafter called "Project Discovery") and The Arlington County Government acting through The Department of Human Services, a non-profit organization located at 3033 Wilson Blvd., Arlington, Virginia 22201, (hereinafter called "Partner Agency").

Whereas, Partner Agency has made application to join with Project Discovery in a cooperative agreement to accomplish the goals and objectives and to support the activities of the Project Discovery program, in consideration of the mutual promises contained herein, the parties do agree as follows.

1. This agreement shall govern the activities of Partner Agency, during the period from July 1, 2010 to June 30, 2011 unless sooner terminated in whole or in part by mutual agreement between the parties or as a result of default by either party, as hereinafter defined.

2. Partner Agency shall receive from Project Discovery, Inc. subject to available funding, no more than the sum of $21,631.00 in accordance with Partner Agency’s budget, plus a program fee of $8,490.05 for a total not to exceed $30,121.05. Said sums shall be paid in installments as determined by Project Discovery, commencing the first day that funding is received by Project Discovery, Inc. and on a monthly basis thereafter, upon submittal of proper financial request forms to Project Discovery, Inc. by Partner Agency. Project Discovery is hereby authorized by Partner Agency to deduct from the quarterly funding it receives the amount of $2,122.50 (25% of the program fee) and directly apply such amount to Partner Agency’s Program.

3. STUDENT SERVICE LEVELS: Partner Agency has made an application to Project Discovery. In that application Partner Agency has agreed to serve a specific number of students and to make the Project Discovery program available in specified jurisdictions and schools. Student Service Level (SSL) will be based on the students registered by Partner Agency on the Project Discovery Web Site. No other representation or assertion of student service level number is acceptable. That application is accepted and agreed to and made part of this contract.

4. TERMINATION OF AGREEMENT: Project Discovery may terminate this agreement for its convenience upon thirty (30) days’ written notice to the other party. Partner Agency shall be paid for no services rendered or expense incurred after such notice is received except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its work under this agreement. In the event of breach by Partner Agency of this agreement, Project Discovery shall have the right to immediately rescind, revoke or terminate the agreement. In the alternative, Project Discovery may give written notice to Partner Agency specifying the manner in which the agreement has been breached. If a notice of breach is given and Partner Agency has not substantially corrected the breach within fourteen (14) days of receipt of the written notice, Project Discovery shall have the right to terminate this agreement. In the event of rescission, revocation or termination, all property, documents and other materials related to the performance of this agreement shall become the property of the Commonwealth of Virginia. Project Discovery may choose to invoke sanctions in lieu of termination according to written Project Discovery policy. The Impositions of sanctions in no way limits Project Discovery’s right to terminate the contract.

5. FISCAL SYSTEM/REPORTING/AUDIT: Partner Agency agrees to maintain an adequate fiscal system and submit an unaudited cumulative report on a monthly basis for the expenditures made by Partner Agency. Project Discovery will make no payment to Partner Agency until all reports required by this contract are current, correct and in an acceptable form. The Final Financial Report is due within forty-five days following the end of the contract year. All required records shall be retained for five (5) years following the completion of Partner Agency activities. Project Discovery funds shall be annually audited by a Certified Public Accountant, on or before the sixtieth (60) day following the end of Partner Agency’s contract year. All audits must be performed in accordance with generally accepted accounting. Changes between line items in the approved budget of Partner Agency may be made without prior approval of Project Discovery provided the change does not exceed ten percent (10%) of any line item, does not increase the amount of the approved personnel cost, does not affect the approved work program, and notification is given to Project Discovery. Partner Agency agrees that it shall provide Project Discovery, its nominees or successors in interest, the right of access to the record of Partner Agency which pertains to the Project Discovery program and to funds made available to Partner Agency by Project Discovery. The Department of Education, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

6. INVENTORY: All Partner Agencies must provide an inventory list of all property purchased with Project Discovery funds. Property with a unit cost of $100 or more must be inventoried. All purchases with a unit price
between $200-499 must be supported by at least three (3) quotes. Requests for purchase of equipment with a unit cost of $500 or more must be approved by Project Discovery of Virginia, prior to purchase.

7. GOALS/OBJECTIVES: Partner Agency agrees to use its best efforts to ensure that the goals and objectives of the Project Discovery program are achieved and that the activities of the Project Discovery program are properly performed. Partner Agency further agrees to have staff participate in refunding efforts as determined by the Project Discovery Board of Directors.

8. PROGRAM REQUIREMENTS: Partner Agency agrees to do the following with regard to its participation in the Project Discovery program:

8.1 Conduct the following administrative and program development activities:

8.1.1 Hire and supervise a competent staff to carry out the activities of the project.
8.1.2 Provide adequate space, with privacy, for counseling students and/or parents.
8.1.3 Provide orientation and training programs for its staff under guidelines established by the Project Discovery Board of Directors. Staff will be required to attend a state wide Partner Agency training session and all one day Partner Agency work sessions held during the VACAP conferences, unless otherwise specified, and any other training as deemed necessary by the Executive Director of Project Discovery, Inc. The costs for Partner Agency training and VACAP sessions must be included in each program's budget.
8.1.4 Have staff engage in all activities and perform all acts necessary to establish a program to include services and activities for students and parents under guidelines determined by Project Discovery. See section 9.3 of this contract.
8.1.5 To have staff insure that each student register and complete the Project Discovery on-line application. Staff will routinely test the student's emails and profiles to insure that these profiles are accurate and up to date and that the email addresses are valid. Project Discovery will only consider a student enrolled after they have completed the on-line application and that the application verified and approved by the local program coordinator.
8.1.6 To become a SAT (Scholastic Assessment Test), and college application fee waiver agency and provide these fee waivers to those students who meet the income requirements of the program and provide a list of all students, types and value of fee waivers received to PD's Central Office Program Manager.
8.1.7 Provide cooperation with the appropriate secondary school, post secondary, and agency personnel.
8.1.8 Disseminate information and promote the Project Discovery program to the local school system, school board, Virginia Department of Education, colleges and universities, local and state agencies, legislators, and the private sector within Partner Agency's community and inform all these individuals of the services provided by the Project Discovery program.
8.1.9 Provide outreach/recruitment of potential students.
8.1.10 Conduct Program Orientation and a Goal Setting Workshop for the students. Other workshops may be conducted by staff and/or college faculty or staff, or by another designee.
8.1.11 Recruit volunteer support.
8.1.12 All participating agencies will organize local Project Discovery Advisory Boards, that will participate in Advisory Board meetings at least quarterly and assist in local program fundraising, community relations, and local program governance. Local Advisory Boards should assist Partner Agency in the dissemination of information as described in section 9.1.8.
8.1.13 Arrange college visits.
8.1.14 Provide supervision and support on college visitations.
8.1.15 Have staff work with school system to secure their assistance in the following:
8.1.15a Identifying appropriate program participants.
8.1.15b Providing access to relevant student information, i.e., grades, test scores, income level.
8.1.15c Identifying appropriate personnel who will be liaisons for the program.
8.1.15d Securing access to appropriate facilities within the school for workshops and meetings.
8.1.15e Disseminating information on Project Discovery to all school staff.
8.1.15f Providing a "Recruitment Day" at least once a year in which presentations are done for appropriate students.
8.1.15g Providing information on available scholarships, college entrance exam dates and all other pertinent information which will help Project Discovery students gain entrance to and pay for post-secondary education.
8.1.15h Motivating students through workshops, counseling, and tours of college campuses.

8.1.15i Notifying Project Discovery Program Manager of any special problems occurring with Project Discovery students.

8.1.16 Provide workshops specifically designed for parents to help them become more involved in their child's educational planning process and inform them about their post-secondary options and funding sources.

8.2 STUDENT TRIP POLICY: Local agency Project Discovery coordinators will maintain records with specific information regarding student travel so that Central Administration can substantiate, during monitoring, that student travel has been conducted within the guidelines below, and in meets the minimum number of trips proscribed in 8.3.3 below.

8.2.1 The purpose of travel by Project Discovery students is twofold:

8.2.1a to visit colleges and universities in the state and within 300 miles of Virginia's borders to experience the higher education environment and to attend workshops given by college admissions and financial aid staff at these sites, and

8.2.1b to participate in cultural enrichment activities located within the same boundaries as those for college visitations.

8.2.2 Bonus trips for students are permissible but are limited to students who have successfully completed the program as determined by the local coordinator.

8.2.3 In-kind resources or contributions that are used as matching funds will be used only for activities permitted under this contract.

8.2.4 Length of time for travel, number of student and adult participants, and per diem expenses for each person will be decided by the Executive Director of each local agency.

8.3 SERVICES TO STUDENTS must include:

8.3.1 Program orientation.

8.3.2 Workshops as specified in the definitions in the Project Discovery Manual. (Comparable, appropriate materials/workshops may be used in lieu of those specified.

8.3.3 A minimum of three (3) campus visits, including one (1) overnight stay on campus, when possible. One visit must be to a post-secondary technical training school/institution.

8.3.4 Cultural enrichment.

8.3.5 Career exploration.

8.3.6 Parent workshops/parent involvement.

8.3.7 Assistance with college application process.

8.3.8 Assistance in filling out financial application forms.

8.3.9 Counseling.

8.3.10 Completion banquet, to be held toward the end of the program year to recognize all students completing the required Project Discovery curriculum.

8.4 Partner Agency will have staff maintain a file on each student. The file will contain a copy of each document pertaining to the student. Partner Agency acknowledges that files serve as documentation that students have been served. In addition, Partner Agency is to have staff ensure that all documents and forms are signed by student/parents as Project Discovery or Partner Agency. Partner Agency staff will keep the following information in each student's file:

8.4.1 Program application (Form 1). This form must be completed fully and signed by student and parent.

8.4.2 Medical release form signed by parent.

8.4.3 All pre- and post-evaluation materials that are deemed necessary by Project Discovery, including the following:

Student Questionnaire: Attitudes Toward College/Pre (Form 2)
Parent Questionnaire: Attitudes Toward College/Pre (Form 3)
Student Questionnaire: Attitudes Toward College/Post (Form 10)
Parent Questionnaire: Attitudes Toward College/Post (Form 11)
Student Evaluation of Project Discovery Program (Form 12)

8.4.4 All workshop evaluations completed by students/parents. The following forms must be kept in the files of those students enrolled in the Senior High Curriculum:

Student Evaluation of Goal Setting/Life Planning Workshop (Form 4)
Student Evaluation of Admissions Workshop (Form 5)
Student Evaluation of Study Skills Workshop (Form 6)
Student Evaluation of Financial Aid Workshop (Form 7)
Student Evaluation of Guidance Information System Workshop (Form 8)
Student Evaluation of Choosing a College/College Life Workshop (Form 9)

8.4.5 Counseling Notes/Contact Sheet. List reason for student not completing program, i.e., behavior problem, lack of interest, constant absenteeism, drop out, moved out of area. Also denote if a fee waiver was given; SAT scores student received; college financial assistance received (grants, loans, and scholarships).

8.4.6 Student/Parent Accumulative Activity Report containing all activities attended by the student/parent, dates, colleges visited, etc.

8.4.7 Copies of all correspondence to or from students/parents and any other related information.

8.4.8 A list of all scholarships and/or grants awarded to the student.

8.4.9 A journal that is maintained by the student during their Project Discovery career. This journal should be reviewed by the program Coordinator at least quarterly. This journal will be used to document personal achievements, growth, revelations, and service projects that will be important during the college application process.

8.4.10 Other documentation as required.

8.5 REPORTING: Partner Agency agrees to provide Project Discovery with these required reports. Reports are due to Central Administration as scheduled below.

REPORTS REQUIRED:

8.5.1 Monthly In-Kind Report is due by the 10th of each month.

8.5.2 Monthly Financial Report due by the 10th of each month.

8.5.3 Monthly program activity reports are due by the 10th day of the month from September to June.

8.5.4 Quarterly Financial Report, due by the thirtieth (30th) day following the end of each quarter. The Executive Director and the staff person in charge of administering direct services to students, as well as the fiscal representative, must sign all fiscal forms. In the event of the unavailability of one of the aforementioned parties, a designee must sign the form.

8.5.5 Final Financial Reports, including final reimbursement requests, are due no later than July 15 after the close of this contract year.

8.5.6 Audit, due fifteen (15) days following receipt by the partner agency.

8.5.7 The Year End Program Report is due by July 15. This report will include a list of all graduating seniors including the names of all colleges the student has been accepted to and a list of all awards, scholarships, grants (with dollar amounts), or other significant achievement attributable to the student.

8.5.8 MONITORING: Each agency will be monitored on a schedule set by Central Administration. The monitoring will consist of program and fiscal review.

9. MATCHING FUNDS REQUIREMENT/REPORTING/RECORDKEEPING: Partner Agency agrees to provide matching funds as specified in the attached application. This may be accomplished through in-kind donations of cash, goods, and/or services. It is a requirement of the Virginia Department of Education as well as Project Discovery of Virginia, Inc. that all in-kind donations of cash, goods and services are to be reported to Central Administration on a monthly basis, and all documentation in-kind must be kept on file. The in-kind is to be included on the audit report. All In-kind reports, along with all other fiscal reports, will be submitted to the Department of Education. All funds donated to the Project Discovery program are subject to the same rules designated for state funds. All Partner Agencies will not only support the efforts of Project Discovery to fund the program, but will continue to seek other private/public funds for furthering the program in their service areas. This is inclusive of fund raising activities, which may include students, parents, and local Advisory Boards.

10. NON-COMPETITION: All Partner Agencies agree not to act in direct competition with Project Discovery for funding. All participating Partner Agencies must seek approval of Project Discovery before making specific grant or funding applications whereby Project Discovery curricula will be utilized or similar activities will occur. Project Discovery shall be provided a complete copy of all contracts and reports to funding sources in which Project Discovery curricula are used, including contracts executed subsequent to this agreement. Reports should include funding from all other sources. All program development under the name of Project Discovery of Virginia, Inc. must have design approval of Project Discovery.

11. SUBCONTRACTING: Partner Agency shall not assign, sublet, or subcontract any work related to this agreement or any interest herein without the prior written consent of Project Discovery of Virginia, Inc.

12. LIABILITY: All Partner Agencies must provide adequate accident insurance coverage for program students, volunteers, and parents. Documentation of coverage must be appended to this contract as Attachment A which is hereby incorporated as part of this contract. Partner Agency shall take out and maintain the life of this agreement such professional or counseling liability, bodily injury liability and property damage liability insurance
as shall protect it from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Documentation of this coverage must be appended to the contract as Attachment E which is hereby incorporated as part of this contract. Partner Agency shall indemnify and hold harmless Project Discovery, the Virginia Department of Education, and the Commonwealth, and when applicable, its employees and designated representatives, from any and all claims, suits, actions, liabilities and costs of any kind caused by the performance of Partner Agency of its/its work pursuant to this agreement, or caused by or resulting from the actions of any of the service recipients, described and set forth in this Subcontract receiving services under this Subcontract, whether such services are received from Partner Agency directly or indirectly. Nothing contained herein shall be deemed as express or implied waiver of the sovereign immunity of the Commonwealth. Partner Agency, its employees, or assignees shall not be deemed employees of the Commonwealth of Virginia or of the Virginia Department of Education while performing under this agreement.

13. INVENTIONS AND COPYRIGHTS: Partner Agency is prohibited from copyrighting any papers, interim reports, forms, or other material and/or obtaining patents on any invention resulting from performance under this agreement. Partner Agency agrees to apply for such copyright or patent at the written direction of Project Discovery.

14. NON-DISCRIMINATION: In performance of this agreement, Partner Agency warrants that it will not discriminate against any employee, or other person, on the basis of race, handicap, color, sex, religious creed, ancestry, age, or national origin. Partner Agency agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Partner Agency shall, in all solicitations or advertisement for employees placed by or on behalf of Partner Agency state that such Partner Agency is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting the requirements of this agreement.

15. APPLICABLE LAWS: This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. Partner Agency agrees to comply promptly with all laws, rules and orders of all federal, state and municipal governments or departments which may be applicable to Project Discovery or Partner Agency or to the Project Discovery program and further agrees that it will ensure that all expenditures made by Partner Agency and all activities will comply with said laws, rules and orders.

16. CONTINGENT FEE WARRANTY: Partner Agency warrants that it has not employed or retained any person or persons for the purpose of soliciting or securing this agreement. Partner Agency further warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, Project Discovery shall have the right to terminate this agreement without liability, or at its discretion, to deduct from the agreed fee, payment of consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

17. CONFLICT OF INTEREST: Partner Agency warrants that it has fully complied with the Virginia Conflict of Interest Act.

18. OWNERSHIP OF DOCUMENTS: Any reports, studies, photographs, negatives, or other documents prepared by Partner Agency in the performance of its obligations under this agreement shall be remitted to Project Discovery by Partner Agency upon completion, termination or cancellation of this contract. Partner Agency shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Partner Agency's obligations under this agreement without prior written consent of Project Discovery.

19. ADMINISTRATIVE GRIEVANCE PROCEDURE: Partner Agency agrees to utilize the Project Discovery Administrative Grievance Procedure to resolve disputes only after other measures of mediation and resolution have been exhausted.

19.1 Having exhausted other avenues of mediation and resolution Partner Agency grievance procedure shall begin with STEP 1.

STEP 1. ADMINISTRATIVE REVIEW. The complainant submits a written complaint to the central staff person who handles the area (Financial, Resource Development, Administrative) within 30 calendar days of the occurrence. The staff person reviews all relevant information; holds a telephone conference and/or meeting with the complainant; makes a decision to uphold, modify or overturn the action that generated the complaint, and communicates the decision in writing to the complainant. All of this will occur within 10 working days of receipt of the complaint.
STEP 2. **EXECUTIVE REVIEW.** If not satisfied with the results of STEP 1, the complainant may submit a written complaint to the Executive Director within 10 working days of receipt of the STEP 1 decision. The Executive Director then reviews all relevant information; conducts an additional investigation when necessary; makes a decision to uphold, overturn or modify the administrative decision or to initiate a board of review; and communicates the decision in writing to the complainant with a copy to the involved central staff. As in STEP 1, the STEP 2 review will occur within 10 working days of the receipt of the complaint.

STEP 3. **EXECUTIVE APPEALS REVIEW.** If not satisfied with the review results within 10 working days of receipt of the STEP 2 decision, the following steps are taken: The appeals board - the board President and two board members, who are mutually agreed upon by the complainant and Executive Director, reviews relevant information; makes a decision to uphold, overturn or initiate a board of review or take other appropriate action; and this will occur within 10 working days of receipt of the complaint. The decision of the appeals board is final and shall be reported to the full board of directors within 5 working days.

The administrative grievance procedure in no way limits Project Discovery's rights under Section 4.

Partner Agency understands that Project Discovery is a party to agreements with the Virginia Department of Education and Partner Agency agrees that such other additional terms and agreements between Project Discovery and the Virginia Department of Education shall be binding upon Partner Agency and that such additional terms are incorporated into this agreement. In the event that during the term of this contract any agreement Project Discovery has with the Virginia Department of Education is modified, this contract shall be deemed to be amended so that it remains in compliance with all applicable requirements of the Virginia Department of Education.

No modification of this contract shall be valid or binding upon the parties hereto, nor any waiver of any term or condition in the future, unless such modification or waiver shall be in writing and signed by the parties hereto.

IN WITNESS THEREOF the parties have caused the agreement to be executed by the following duly authorized officials:

**Partner Agency**

By: [Signature]

Title: [Title]

Date: [Date]

Witness: [Signature]

**Project Discovery of Virginia, Inc.**

By: [Signature]

Title: CEO

Date: [Date]

Witness: [Signature]
Project Discovery, Inc.

Partner Agency Carryover Procedure

Partner Agency Carryover Funds

This policy is to address Partner Agencies, who during the course of a program year do not expend and request reimbursement for their full contract amount. This creates a potential for a "carryover" request for the unspent funds. This occurrence should be the exception and not occur frequently.

This procedure will outline the process to be utilized if such an occurrence is anticipated. Partner agencies are expected to have planned adequately and projected prior to the end of a contract year their financial need and as such, should be able to predict the possibility of carryover.

Cash needs forecasts should have been prepared as a part of on-going planning. As such, in the event that forecasted carryover is identified, the following outlines the steps that will be taken by Partner Agencies and subsequently by Project Discovery, Inc. to address such an occurrence.

Partner Agency Requirement(s)

Partner agencies will, not later than the end of April of each program year, prepare and submit a cash needs forecast to Central Administration. This cash needs forecast shall be a cumulative cash use report for the first three quarters of the fiscal year and a forecast of the cash needs for the final quarter. This forecast will identify whether the agency projects a surplus.

If a surplus is projected, a Partner Agency may be authorized to utilize the surplus in the upcoming fiscal year. An agency must submit a detailed expenditure request for these funds along with the forecast. The request must specify the proposed use of the funds, justification for the use, and a projection of the time frame in which the funds will be utilized.

Requests shall be signed by the requesting agency Program Coordinator, Finance Officer and Executive Director.

Requests will not be accepted for consideration that are received after the end of April. For date purposes, the end of April shall be the last regularly scheduled working day of April. Requests may be submitted either by US Postal Service, via facsimile transmission or electronically. Funds must be used in the conduct of the agency Project Discovery Program.

Approved carryover funds reimbursement requests should be clearly shown on the request for reimbursement (there will be a separate line item on the request for such requests). Approved carryover funds must be utilized in the next fiscal year and will not be carried into a succeeding fiscal year.

Central Administration Requirement(s)

Requests received in the proper format and in the specified time frame will be forwarded to the Project Discovery Finance Committee for review. Said review will occur within a 15 day time frame and response to the requesting agency will be emailed to the requesting agency with original copy sent via US Mail.

Central Administration will monitor the draw request from approved agencies and report to the Board of Directors the status of any carryover amounts, by agency, at each Board Meeting.
Project Discovery, Inc.

Contract Non Compliance Policy

Any non-compliance issues in the contract will result in a letter being sent to the Partner Agency Executive Director and Coordinator detailing the item(s) of non-compliance.

Agencies will have 10 working days to respond to Project Discovery central office with a written corrective plan of action, signed by the Executive Director and Coordinator. In the event that the issue of non-compliance is of a financial nature, the agency Finance Director must also sign off on the corrective action plan. Failure to provide this plan in the prescribed time frame or failure to provide an acceptable plan as described below will result in immediate withholding of funding until the Agency appears before the Executive Committee of Project Discovery to review the issues.

A panel review Board, comprised of one member of the Project Discovery Board of Directors, the Project Discovery Executive Director and the appropriate Project Discovery monitor(s) will review the CA plan for soundness of approach and timeliness.

A response from this review will be provided in writing to the agency within 10 working days.

From the date of the review team response, agencies will have a period of 90 days to show improvement. A written report shall be submitted to Project Discovery by the agency no later than 5 days after the conclusion of the 90 day period. This report will be reviewed by the same review panel.

Failure to provide this report, or show improvement that meets the satisfaction of the review panel will result in disallowance of costs for the period in question. Reports of non-compliant agencies will be made to the VACAP Board of Directors at the next quarterly meeting.
Instructions for Submission of the FY 2010-2011 Project Discovery Application

Applications and all supporting documentation are due into the Project Discovery Office by close of business on May 21, 2010. This letter and all other documents are posted on the web site at www.projectdiscovery.org. Download the application (it is in MS Word, 2007), fill it out and mail two signed copies to the below addresses. Plainly mark the envelope "FY 2010/11 Program Package".

Project Discovery of Virginia, Inc.
1200 Electric Rd.
Salem, VA 24153

The application will consist of the following documents:
1. Contact Information and Area Jurisdictions
2. Advisory Board Information
3. School Districts and Schools Served
4. Outcome Projections
5. Financial Data
6. Proof of insurance required with application package – Arlington County is self insured, no insurance certificate; vendor certificate of insurance will be provided with contract for FY 2011

Agencies that have operated Project Discovery programs in the past must provide an inventory list of equipment purchased with PD funds.
N/A – No equipment purchased

No equipment purchased

Contact Information and Area Jurisdictions

Agency Data

Agency Name: Arlington Employment Center

Mailing Address: 3033 Wilson Blvd – Suite 400B – Arlington, VA 22201

Shipping Address (if different):

Web Site address: Under Development

Personnel Data

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Howard Feldstein</td>
<td>(703) 228-1456</td>
<td><a href="mailto:hfeldstein@arlingtonva.us">hfeldstein@arlingtonva.us</a></td>
</tr>
<tr>
<td>Executive Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yaminah Shabazz</td>
<td>(703) 228-1429</td>
<td><a href="mailto:vshaba@arlingtonva.us">vshaba@arlingtonva.us</a></td>
</tr>
<tr>
<td>Program Coordinator</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Provide a list of all governmental jurisdictions that are served by your agency (Cities, Counties, and towns)

**Arlington County Only**

---

**Advisory Board Data**

Provide a list of all Advisory Board members in the following format:

**Name:** James Sample  
**Mailing Address:** 1301 N. Stafford Street – Arlington, VA 22201  
**Phone:** 703-228-6006  
**Email:** jsample@arlington.k12.va.us  
**Business, Company, or Association:** Washington-Lee High School  
**What professional capacity, specific skills, or insights does this person bring to the program?**  
**Education Sector** – insights from high school perspective

**Name:** Shari Benites  
**Mailing Address:** 5201 N. 28th Street – Arlington, VA 22207  
**Phone:** 703-228-5418  
**Email:** sbenites@arlington.k12.va.us  
**Business, Company, or Association:** Yorktown High School  
**What professional capacity, specific skills, or insights does this person bring to the program?**  
**Education Sector** – insights from high school perspective

**Name:** Shannon Ingram  
**Mailing Address:** 3001 North Beauregard Street – Alexandria, VA 22311-5097
Phone: 703-933-5044           Email: singram@nvcc.edu

Business, Company, or Association: Northern Virginia Community College

What professional capacity, specific skills, or insights does this person bring to the program?

Education Sector – represents benefits of working with community college

Name: Edythe Richards

Mailing Address: 4600 North Fairfax Drive, Arlington, VA 22203

Phone: 703-933-5060           Email: erichards@nvcc.edu

Business, Company, or Association: Northern Virginia Community College

What professional capacity, specific skills, or insights does this person bring to the program?

Education Sector – represents benefits of working with community college

Name: Yaminah Shabazz

Mailing Address: 3033 Wilson Boulevard – 400B, Arlington, VA 22201

Phone: 703-228-1429           Email: singram@nvcc.edu

Business, Company, or Association: Arlington Employment Center

What professional capacity, specific skills, or insights does this person bring to the program?

Community Sector – insights from managing various youth programs

Name: Jennifer Endo

Mailing Address: 2230 N. Fairfax Drive – Suite 100 – Arlington, VA 22201

Phone: 703-486-0626 ext 112     Email: endo@achinc.org

Business, Company, or Association: AHC Inc

What professional capacity, specific skills, or insights does this person bring to the program?

Community Sector – knowledge and skills from managing youth programs

Name: Jennifer Cavaliere

Mailing Address: 2230 N. Fairfax Drive – Suite 100 – Arlington, VA 22201
Phone: 703-486-0626 ex1154  Email: cavaliere@achinc.org

Business, Company, or Association: AHC Inc

What professional capacity, specific skills, or insights does this person bring to the program?

Community Sector – knowledge and skills from managing youth programs

Name: Rachel Livingston

Mailing Address: 2230 N. Fairfax Drive – Suite 100 – Arlington, VA 22201

Phone: 703-807-1941  Email: livingston@achinc.org

Business, Company, or Association: AHC Inc (Woodbury Park-Frederick Community Center)

What professional capacity, specific skills, or insights does this person bring to the program?

Community Sector – knowledge and skills from managing youth programs

Provide a schedule of meetings for the Advisory Board to be held during this contract year. Advisory Boards must meet at least quarterly. Minutes of the Advisory board meetings must be transmitted to The Project Discovery office in Salem within 15 days of the meeting.

Schedule of Advisory Board Meetings:

October 14, 2010  December 9, 2010
February 17, 2011  May 19, 2011

Schools and School Districts Served

Provide a list of all of the school districts and individual schools where you provide the Project Discovery program.

School District Name: Arlington County Public School District

Mailing Address: 1426 N. Quincy St. – Arlington, VA 22207

Location (if different from mailing address):

Web Site Address: http://www.arlington.k12.va.us/aps  phone (703) 228-6000
Superintendent's Name: Patrick Murphy
Superintendent's email: pkmurphy@arlington.k12.va.us  phone: (703) 228-8634
Contact Person: 
Contact email:  phone: 

<table>
<thead>
<tr>
<th>Name of School</th>
<th>Wakefield High School</th>
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<tbody>
<tr>
<td>*Name of Principal</td>
<td>Doris Jackson</td>
</tr>
<tr>
<td>**Contact Information</td>
<td>703.288.5700</td>
</tr>
<tr>
<td>Street address line 1</td>
<td>4901 S. Chesterfield Road</td>
</tr>
<tr>
<td>Street address line 2</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Arlington, VA 22206</td>
</tr>
<tr>
<td>Phone</td>
<td>703.228.6700</td>
</tr>
<tr>
<td>Fax</td>
<td>703.575.8832</td>
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<tr>
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<td>*Name of Principal</td>
<td>Raymond Pasi</td>
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<tr>
<td>Fax</td>
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<tr>
<td>*Name of Principal</td>
<td>Gregg Robertson</td>
</tr>
<tr>
<td>**Contact Information</td>
<td>703.228.6200</td>
</tr>
<tr>
<td>Street address line 1</td>
<td>1301 N. Stafford Street</td>
</tr>
<tr>
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<tr>
<td>Phone</td>
<td>703.228.6200</td>
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<tr>
<td>Fax</td>
<td>703.524.9814</td>
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<tr>
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<tr>
<td>*Name of Principal</td>
<td>Frank Haltiwaner</td>
</tr>
<tr>
<td><strong>Contact Information</strong></td>
<td><a href="mailto:fhalt@arlington.k12.va.us">fhalt@arlington.k12.va.us</a></td>
</tr>
<tr>
<td>-------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>Street address line 1</td>
<td>4100 Vacation Lane</td>
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</tr>
<tr>
<td>City, State, Zip</td>
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</tr>
<tr>
<td>Phone</td>
<td>703.228.6363</td>
</tr>
<tr>
<td>Fax</td>
<td>703.558.0317</td>
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<td>email addresses if available</td>
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<tr>
<td>Name of School</td>
<td>Gunston Middle School</td>
</tr>
<tr>
<td>*Name of Principal</td>
<td>Margaret Gill</td>
</tr>
<tr>
<td><strong>Contact Information</strong></td>
<td>703.228.6900</td>
</tr>
<tr>
<td>Street address line 1</td>
<td>2700 S. Lang Street</td>
</tr>
<tr>
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<td>City, State, Zip</td>
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<tr>
<td>Fax</td>
<td>703.519.9183</td>
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<tr>
<td>Name of School</td>
<td>Thomas Jefferson Middle School</td>
</tr>
<tr>
<td>*Name of Principal</td>
<td>Sharon Monde</td>
</tr>
<tr>
<td><strong>Contact Information</strong></td>
<td>703.228.5900</td>
</tr>
<tr>
<td>Street address line 1</td>
<td>125 S. Old Glebe Road</td>
</tr>
<tr>
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</tr>
<tr>
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<td>703.228.5900</td>
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<tr>
<td>Fax</td>
<td>703.979.3744</td>
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<td>Kenmore Middle School</td>
</tr>
<tr>
<td>*Name of Principal</td>
<td>Dr. John Word</td>
</tr>
<tr>
<td><strong>Contact Information</strong></td>
<td><a href="mailto:jword@arlington.k12.va.us">jword@arlington.k12.va.us</a></td>
</tr>
<tr>
<td>Street address line 1</td>
<td>200 S. Carlin Springs Road</td>
</tr>
<tr>
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<td>City, State, Zip</td>
<td>Arlington, VA 22204</td>
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<td>Phone</td>
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<tr>
<td>Fax</td>
<td>703.998.3069</td>
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<tr>
<td>Name of School</td>
<td>Swanson Middle School</td>
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<tr>
<td>*Name of Principal</td>
<td>Chrystal Forrester</td>
</tr>
<tr>
<td><strong>Contact Information</strong></td>
<td>703.228.5500</td>
</tr>
<tr>
<td>Street address line 1</td>
<td>5800 Washington Boulevard</td>
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Outcome Projections

Provide a prioritized list of at least four (4) primary outcomes you intend to accomplish in this contract year. Indicate the strategy (ies) you intend to employ to provide these outcomes and the measurement tools you will use to assess their attainment. **Contractual obligations to Project Discovery are NOT outcomes to be listed here.**

#1 Outcome: *Youth will demonstrate academic achievement by maintaining a GPA of 3.0 or higher for 7th-12th graders, 2.5 or higher for 6th graders or achieve a .3 improvement in GPA from the final grade of last school year to this year.*

Strategy for attainment: ________________________________

- Offer tutoring and study hall sessions with volunteer tutors/mentors to help with homework at least twice a week
- Set goals each quarter for those participating
- Provide rewards for those who reach their goals

Measurements of success: Data collected from report cards—evaluated quarterly

#2 Outcome: 100% of the high school seniors involved in the program will graduate from high school. At least 75% of those will continue their education in the fall of 2011.

Strategy for attainment: ________________________________

- **Counsel youth about their options after high school**
• Organize relevant visits to area colleges and universities

• Organize relevant workshops and discussions related to life after high school

• Provide individual assistance with college application process, including information for parents

• Coordinate scholarships for SAT and ACT preparation and testing

Measurements of success:

Youth and parent participation in workshops, counseling sessions and discussions

#3 Outcome: Youth will be exposed to a variety of career options, the benefits of various jobs and the education required to enter that field.

Strategy for obtainment:

• Invite tutors/mentors to present on their career path

• Organize field trips that expose youth to different work environments

• Encourage and support the youth's application for appropriate internships and employment opportunities

Measurements of success:

Number of trips held and number of students who participate

#4 Outcome: Youth will learn a variety of life skills needed in their lives after high school.

Strategy for obtainment:

• Provide hands-on workshops on budgeting, appropriate use of technology, social skills and more

• Facilitate relevant, thought-provoking discussions designed to promote increased self-esteem and self-efficacy

Financial Data

Agency Name: The Arlington County Government acting through The Department of Human Services

Projected Student Service level (SSL): 63

Partner Agency shall receive a projected Contract amount of: $21,631.00

Plus a program fee of: $8,490.05
For a total contact amount not to exceed: $30,121.05

The partner agency is responsible to provide a matching amount of $21,631.00

This matching amount may be a "hard" match in the form of cash or a "soft" match in the form of in-kind contribution. Identify below the sources and types of matching funds. If the match is soft, indicate the type of in-kind contribution and the basis for determining the value of the in-kind contribution.

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<tr>
<th>Source</th>
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<td>Community Services Block Grant</td>
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<td>Soft—RS Asst Director, additional time, 10%, salary and fringes</td>
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<td>Soft—90 volunteer tutors/mentors @ 40 hours/year @$20/hour</td>
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<td>Soft—15 snacks/week @ 89 cents/snack at 6 sites for 40 weeks of the year</td>
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TOTAL $238,324.00

Budget Planning

Project Discovery is using its reserve funds to hold program funding level despite state budget cuts. In the event that Project Discovery cannot continue to raise sufficient funds to
maintain program funding at the current levels, in the next program year, please indicate your organization plans to provide supplemental funding for Project Discovery programs in the 2011-2012 fiscal year.

We are continually fundraising—researching new sources of funding, applying for grants and inviting funders to visit our programs. We use the Project Discovery funds to leverage other sources of funding to pay for our entire teen program which costs $250,000 annually. Because we are already raising significant funds, if the Project Discovery funding decreased, we would have to cut back the number of trips we provide and potentially the number of staff involved.

Signature Page

Howard Feldstein
Executive Director of the Arlington Employment Center

May 14, 2010

Date

Ela Bledowski
Finance Officer

May 14, 2010

Date

Yaminah Shabazz
Program Coordinator

May 14, 2010

Date
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<tr>
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<th>AMOUNT</th>
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Rev 6/2000 DD
PD-30, p. 1 of 2 (continued on next page)
Office Supplies and Materials
Office Supplies

Equipment:
Equipment Purchase
Equipment Rental
Service Agreements

Other:
Dues and Subscriptions/Registrations
Indirect Cost
Insurance & Bonding
Miscellaneous
Postage
Printing and Reproduction
Project Materials/Workshops
Staff Training
Student Activities (fees)
Student/Parent Banquet
Telephone
Program Fee 8,490.05

TOTAL 30,121.05

Please sign below:

Jennifer Thomas
(Prepared by) (Date) May 14 2010

Ela Bledowski
(Fiscal Representative, if other than prepare) (Date) May 14 2010

Yaminah Shabazz
(Program Director/Coordinator) (Date) May 14 2010

Howard Feldstein
(Agency Executive Director) (Date) May 14 2010

Approved by
(Executive Director, Project Discovery, Inc.) (Date) 5/6/2010

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