GRANT INFORMATION

GRANT NUMBER (to be used on all correspondence): #G-1302-54182
DATE OF AWARD: June 3, 2013
GRANT RECIPIENT: Tucson Unified School District
ADDRESS: 1010 E. Tenth Street
Tucson, AZ 85719

CONTACT INFORMATION:
Telephone: 520-225-6417
E-mail: john.dandrea@tusd1.org

PROJECT DIRECTOR: John D’Andrea
GRANT AMOUNT: $465,000
GRANT PERIOD: June 15, 2013 - June 1, 2018
TITLE OF PROJECT: School Grants
PURPOSE OF GRANT: Support the Arabic programs at Tucson Unified School District
GRANTEE INSTITUTION FINANCIAL OFFICER: Yousef Awwad

GRANT PAYMENTS TO BE MADE PAYABLE TO:
Via check: Tucson Unified School District
1010 E. Tenth Street
Tucson, AZ 85719
June 3, 2013

John D’Andrea  
World Languages Specialist  
Tucson Unified School District  
1010 E. Tenth Street  
Tucson, AZ  85719

Dear John D’Andrea,

I am pleased to confirm that Qatar Foundation International (QFI) has approved a grant in the amount of four hundred and sixty five thousand dollars ($465,000) as a multi-year grant from 2013-2018 in support of the Arabic programs at Cholla Magnet High School and Safford K-8.

This letter and its attachments specify the terms and conditions of accepting our grant. The attachments are:

Attachment 1 – General Grant Terms, Conditions, and Understandings  
Attachment 2 – Approved Budget  
Attachment 3 – Reporting Requirements  
Attachment 4 – Requirements for Grant Modifications

Please read all the terms and conditions carefully, and, if you are in agreement with the description and terms of the grant, please sign below, retain a copy for your records, and return a countersigned copy to QFI within two weeks, by June 17, 2013.

By signing this agreement, you warrant that
(1) you have read and agree with the description and terms of the grant  
(2) your organization is currently a tax-exempt public charity, not a private foundation.

The multi-year grant will be paid in four tranches as outlined below; assuming each of the relevant milestones has been met. Interim and final financial and narrative reports will be required with the acceptance of this grant. Renewal of funding each year is contingent upon the submission of interim narrative and financial reports; a renewal application; and compliance with the terms and conditions of this grant agreement and its attachments.
<table>
<thead>
<tr>
<th>Date</th>
<th>Payment</th>
<th>Milestones</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2013</td>
<td>$76,250</td>
<td>• Signed Grant Agreement</td>
</tr>
<tr>
<td>January 1, 2014</td>
<td>$76,250</td>
<td>• Interim Narrative and Financial Report</td>
</tr>
<tr>
<td>June 1, 2014</td>
<td>$72,750</td>
<td>• LinguaFolio; Final Financial and Narrative Report; Renewal Application</td>
</tr>
<tr>
<td>January 1, 2015</td>
<td>$72,750</td>
<td>• Interim Narrative and Financial Report</td>
</tr>
<tr>
<td>June 1, 2015</td>
<td>$55,500</td>
<td>• LinguaFolio; Final Financial and Narrative Report; Renewal Application</td>
</tr>
<tr>
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<td>$55,500</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td>$465,000</td>
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**Description of Grant:** The grant is meant to support the operation of a year-long in-school course in Arabic language and culture in accordance with your proposal. To that end, it includes funds for Arabic teacher salaries, Arabic teacher benefits, cultural activities, and supplies for the Arabic programs at Cholla Magnet High School, and Safford K-8. Grant funds must be used for the purposes specified above, in adherence to the approved budget, appended as Attachment 2. Grants may not be used for any other purpose without QFI’s written agreement. Any grant funds not used for the purposes outlined above or not used by June 30, 2017, shall be returned to QFI.

**Responsibility for the Grant:** Tucson Unified School District shall be fully responsible, liable, and accountable for all sums received under this grant. Tucson Unified School District is fully responsible for any and all tax consequences of this award. Tucson Unified School District shall exercise the same care in the administration of the grant as it exercises in the administration of its own funds, giving due regard to economy and efficiency. QFI expects Tucson Unified School District to follow its established policies and procedures, as long as they are not inconsistent with any other clause in this agreement. Tucson Unified School District’s financial records must record all receipts and expenditures of grant funds separately from other funds.

**Reporting Schedule:** Interim and final narrative and financial reports are required with this grant. Reports on this grant are due by January 1, 2014; June 1, 2014; January 1, 2015; June 1, 2015; January 1, 2016; June 1, 2016; January 1, 2017; and June 30, 2017. Progress and financial reporting requirements are explained in Attachment 3. QFI also requests that Tucson Unified School District provide communications from our organization to students on how they can sign up to receive more information regarding our programming and additional award opportunities for travel and study.
Published Materials: One copy of each publication produced in connection with this grant, including curricula, books, video, newsletters, CDs, press releases, journal and newspaper articles, and conference proceedings, should be sent to QFI.

Grant Contact: Please direct all reports and inquiries pertaining to the management of this grant to:

Denise Dodson
Arabic Language and Culture Program
Qatar Foundation International, LLC
1400 Eye Street NW, Suite 325
Washington, D.C. 20005
tel. (202) 652-0147  e-mail: ddodson@qfi.org

We look forward to working with you during the coming year.

Sincerely,

Maggie Mitchell Salem
Executive Director

This agreement is to be signed by the head of the Tucson Unified School District or an official authorized to sign on behalf of the organization and by the project director of the organization to signify that both agree with the terms and conditions specified above and in the attachments to this letter. If the project director is authorized to sign on behalf of the organization, the same person may sign in both capacities.

________________________________________  __________________________________________
Signature of Authorized Official              Signature of Project Director

________________________________________  __________________________________________
Name/Title of Authorized Official             Name/Title of Project Director

________________________________________  __________________________________________
Date                                         Date
ATTACHMENT 1: GENERAL GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated May 13, 2013, to which these General Grant Terms, Conditions, and Understandings are attached, Qatar Foundation International (the Foundation) is awarding this grant to the Grantee contingent upon the following:

Copyright: The Foundation, through its employees or consultants and without using the Grantee’s leadership training materials or other Grantee information including, without limitation, ideas, documents, records, writing, drawings, plans, programs, know-how, processes, designs and data (collectively, “Grantee’s Proprietary Information”), may develop ideas, works of authorship, documents, records, proposals, writings, drawings, plans, schematics, computer software or programs, know-how, processes, designs, and data (collectively, "Inventions") which relate to the project funded by the grant, including without limitation a "toolkit" used to collect and disseminate lessons learned from the implementation, evaluation, or any other aspect of the program. The Foundation shall own the Inventions and shall be deemed the author or creator thereof; provided, however, the Grantee (or the Grantee’s consultants/employees (collectively, the "Grantee's Agents") if so determined by the Grantee) shall own and shall be deemed the author or creator of any teaching materials or lesson plans and any materials developed by Grantee or incorporating Grantee’s Proprietary Information or other Grantee information including, without limitation, ideas, documents, records, writing, drawings, plans, programs, know-how, processes, designs and data (collectively, the "Grantee Teaching Materials") created under this program. For the Foundation's purposes, the Foundation retains a royalty-free, nonexclusive, and irrevocable license to use, reproduce, or publish, the Grantee Teaching Materials developed in connection with this Project. Edits or adaptations of the Grantee Teaching Materials developed in connection with this project and related solely to Arabic language and culture may be prepared by or for the Foundation under the aforementioned license in order to facilitate dissemination for the Foundation's purposes. The Grantee shall cause any of the Grantee's Agents with an ownership interest in the Grantee Teaching Materials to acknowledge in writing the Foundation's right to a royalty-free, nonexclusive and irrevocable license with respect to the Grantee Teaching Materials as stated herein.

Expenditure of Funds: This grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without the Foundation’s prior written approval.
If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the grant period shall be returned immediately to the Foundation.

The Grantee may not expend any grant funds for any political or lobbying activity (including without limitation attempting to influence public opinion) or for any purpose other than one specified in section 170(c)(2)(B) of the Code.

Hold Harmless: The Grantee agrees to hold the Foundation, its officers, directors, and employees harmless from any cost, damage, claim, liability, or expenses, including attorney’s fees incurred by the Foundation or any amounts claimed by any third party against the Foundation in connection with activities conducted by the Grantee under the grant-funded project.

No Assignment or Delegation: The Grantee may neither assign or transfer any of the Grantee’s rights nor delegate any of the Grantee’s obligations under this grant without prior written approval from the Foundation.

Procurement of Goods and Services: The Grantee shall follow procedures that ensure economical and practical procurement and encourage open and free competition. Prior to signing a subcontract for equipment or services at the cost of $5,000 or more, the Grantee agrees to provide the Foundation with documentation of how the proposed vendor was selected. Any purchase of Goods and Services under this grant, shall remain in the possession of the grantee and/or any other beneficiary of equipment named in the proposal for five years before request for disposal. Any wish to dispose of goods before the end of the five-year period must be requested by the grantee in writing and approved by QFI before it can be disposed.

Title to goods purchased under the grant shall be vested in the Grantee, except the equipment designated for other beneficiaries as requested in your proposal and budget. The Grantee and other beneficiaries of this grant agree to ensure that all equipment purchased with grant funds will be installed and maintained on the premises of the grantee and/or beneficiary’s institution. In addition, the Grantee agrees to ensure that such equipment shall be used primarily for grant-supported activities and exclusively for bona fide educational purposes. Finally, the Grantee (and any other beneficiary) shall set up an appropriate system and provide proof of this system in order to stay in compliance with the grant. The Grantee shall adequately safeguard all assets and shall purchase

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1 Projects with specific equipment requests as identified in your proposal should always receive first priority, before equipment can be used for any other educational purpose.
insurance to protect the equipment against theft, fire, or other losses and shall ensure any beneficiaries under this grant will comply as well.

**Publicity:** The Grantee will allow the Foundation to review and approve, which approval shall not be unreasonably withheld, the text of any proposed publicity concerning this grant prior to its release. Any publicity which the Grantee proposes must include recognition of the Foundation’s financial support. The Foundation may include information regarding this grant, including the amount and purpose of the grant, photographs provided by the Grantee, the Grantee’s logo or trademark, or other information or materials about the Grantee’s organization and its activities, in the Foundation’s periodic public reports, newsletters, and news releases and on the Foundation’s website and social media platforms.

**Published Materials:** One copy of each publication produced in connection with this grant, including curricula, books, video, newsletters, CDs, press releases, journal and newspaper articles, and conference proceedings, should be sent to QFI.

**QFI’s Logo:** Within 30 days of signing of the grant agreement, QFI’s logo will be included by the Grantee on the appropriate materials listing Grantee’s partners/funders, including, but not limited to, the Grantee’s website.

**Records and Reports:** The Grantee is required to keep a record of all receipts and expenditures relating to this grant and to provide the Foundation with periodic written financial and narrative reports summarizing the project promptly following the end of the period during which the Grantee is to use all grant funds. The Foundation will also require interim reports. The Grantee’s reports should describe progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. The Grantee shall also provide any other information reasonably requested by the Foundation. If the Grantee obtains any audited financial statements covering any part of the period of this grant, the Grantee shall provide a copy to the Foundation as well.

**Record Retention and Access:** The Grantee shall retain all financial records and other records pertinent to the grant, along with copies of any reports submitted to the Foundation, for no less than four years after submission of final financial and narrative reports.

The Foundation or any of the Foundation’s duly authorized representatives, with five days written notice, shall have access during regular business hours to any pertinent books, documents, papers, and records of the Grantee for the purpose of making such financial audits, verifications, or program evaluations as the Foundation deems necessary or appropriate concerning this grant award.
**Required Notification:** The Grantee is required to provide the Foundation with immediate written notification of: (1) the commencement of any audit of the Grantee’s tax-exempt status by the Internal Revenue Service or any state agency; (2) any changes in the Grantee’s organization’s tax-exempt status; (3) the Grantee’s inability to expend the grant for the purposes described in the grant award letter; or (4) any expenditure from this grant made for any purpose other than those for which the grant was intended.

**Right to Modify or Revoke:** The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award if, in the Foundation’s reasonable discretion, such action is necessary: (1) because the Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; (3) to comply with the requirements of any law or regulation applicable to the Grantee, the Foundation, or this grant; or (4) for any other reason. In addition, the Foundation reserves the right upon written notice to Grantee to require that Grantee refund all or a portion of the grant proceeds within 60 days of the notice if the Foundation determines, in its reasonable discretion, that such refund is required (1) because the Grantee used the grant funds for any purpose other than that allowed under the grant documentation or (2) to comply with requirements of any law or regulation applicable to the Grantee or the Foundation.

The Foundation also reserves the right to terminate support in the event the grantee institution changes its legal structure or the project director or financial officer. The Grantee agrees to notify the Foundation in writing at least 30 days in advance of any change in its legal structure or the project director or the financial officer.

If the Foundation does not receive signed copies of its grant award letter and of these general grant terms within 14 days after the date of the Foundation’s grant award letter, this grant may be revoked.

Should the grant be terminated pursuant to this agreement for any reason, all unexpended grant funds shall be returned to the Foundation; all unpaid grant funds shall be canceled by the Foundation, and, when reasonably possible, all equipment purchased with grant funds shall be returned to the Foundation.

**Tax-Exempt Status:** The Grantee is a not-for-profit organization currently recognized by the Internal Revenue Service as a public charity, as described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986 as amended (the "Code").
• If the Grantee is a supporting organization described in Section 509(a)(3) of the Code, the Grantee is either a Type I or Type II supporting organization or a Type III supporting organization which is functionally integrated,

• The Grantee’s tax-exempt status under sections 501(c)(3) and 509(a) of the Code has not changed since the issuance of the IRS determination letter which you provided to the Foundation,

• There is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to the Grantee’s tax-exempt status under Sections 501(c)(3) and 509(a) of the Code, and

• The Grantee agrees to notify the Foundation immediately if there is any change in the Grantee’s public charity status.

**Teacher Expectations:** Grantee agrees (and will communicate to any teacher and substitute teacher of Arabic and administrators) to the following expectations: 1) QFI will, from time to time throughout the year, observe classroom activities, speak with the teacher, students, and administrators, 2) QFI expects teachers to participate in regular meetings with the QFI Arabic Teacher Advisor, Rana Abdul Aziz, 3) Liguafolio will be used to monitor student progress and that progress will be shared with QFI as part of its final report, 4) QFI, at its expense, may require the Grantee to administer Arabic language proficiency tests to students in the Arabic language classes and share the results of the proficiency tests with QFI, 5) By the middle of each academic term, the Grantee must send QFI enrollment information for the Arabic classes, including the number of students in each class and grade and 6) Teachers will be required to organize or facilitate at least 6-8 cultural activities inside and outside of the classroom (preferably engaging the school and community).

**Teacher Professional Development:** Grantee agrees to allow its teachers supported under this grant reasonable release time from regular duties so as to participate in QFI-sponsored events and activities or other seminars, workshops, and/or conferences that promote Arabic language and culture professional development. Furthermore, QFI encourages its grantees to use any remaining funds in support of continuing professional development.

**Transparency.** Grantee agrees to share with its teachers supported under this grant all funding earmarked for materials, supplies, and cultural events in compliance with section “Teacher Expectations”. Request for budget modifications regarding any budget lines, which includes materials, supplies, and cultural events, will be rejected unless Grantee can prove that it has complied with the conditions mentioned in the above mentioned section.

**Refusal to comply with any parts of these terms and conditions could produce the immediate termination of the grant and a request to return funds as deemed appropriate by QFI.**
ATTACHMENT 2: APPROVED BUDGET

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>GrantAmt Recommended</th>
<th>% of Total Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cultural Events. $5k school year 13-14, $3k school year 14-15, $1k each</td>
<td>$10,000.00</td>
<td>0%</td>
</tr>
<tr>
<td>school years 15-16, and 16-17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials. $10k spent in 13-14, $5k in 14-15</td>
<td>$15,000.00</td>
<td>0%</td>
</tr>
<tr>
<td>1.0 FTE Teacher Salary x 2 teachers: Safford K-8 for school years 13-14,</td>
<td>$385,000.00</td>
<td>0%</td>
</tr>
<tr>
<td>14-15, 15-16, .5 FTE x 1 teacher for school year 16-17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>.5 FTE Teacher Salary: Cholla HS for School year 13-14, and 14-15</td>
<td>$55,000.00</td>
<td>0%</td>
</tr>
<tr>
<td>Total Grant:</td>
<td>$465,000.00</td>
<td>0%</td>
</tr>
</tbody>
</table>
ATTACHMENT 3: REPORTING REQUIREMENTS

Please address any questions regarding QFI requirements to Denise Dodson, Arabic Language and Culture Program, tel. (202) 652-0147, email: ddodson@qfi.org
Submit your reports electronically both via email and FLUXX, QFI’s Grants Management Portal.

Interim financial and narrative reports on this grant are due by January 1, 2014; January 1, 2015; January 1, 2016; and January 1, 2017.

Final financial and narrative reports on this grant are due by June 1, 2014; June 1, 2015; June 1, 2016; and June 30, 2017.

Financial Reports

Please report all financial information in U.S. dollars. Interim and final financial reports must include the following information and be signed by the financial officer responsible for the grant:

1) QFI grant number
2) Dates covered by the report
3) QFI grant funds received
4) Approved budget (i.e., reference documents cited in grant agreement) and budget narrative
5) Actual expenditures for the reporting period compared to each line item of the approved budget
6) Actual cumulative expenditures through the end of the reporting period compared to each line item of the approved budget
7) Explanation of variances between budgeted amounts and actual expenditures
8) Amount of QFI grant funds remaining unspent at the end of the reporting period

Progress Reports

Interim Progress Reports: Please include copies of all products created with QFI support and a narrative report of five pages or fewer which includes the following information:
1) Describe activities and accomplishments during the grant period. How did they relate to the original goals and objectives?
2) How closely did the activities follow the plan and timeframe?
3) Have any major factors or conditions, such as staffing or funding, changed during the reporting period? How have these changes affected the work?
4) Were any programmatic or administrative problems encountered? If so, how did they affect the work? How were they addressed?
5) Do you anticipate a budget revision? Do you anticipate requiring more time to complete the activities?
6) Briefly describe major activities planned for the next phase of the project.

**Final Progress Reports:** Final reports will account for the entire duration of the grant. Attach QFI-supported products not previously submitted. In fifteen pages or fewer, please provide the following information:

1) Briefly describe activities and accomplishments. How closely did they follow the approved plan and original timeframe?
2) Describe the immediate and possible long-term impacts of the supported activities. How do they relate to the original goals and definitions of success?
3) How were the achievements of goals and impacts measured?
4) If goals were not achieved, explain why.
5) Which strategies and activities were most effective? Least effective? What would you do differently if you were starting now?
6) Did any major factors or conditions, such as staffing or funding, change since the grant’s inception? How did these changes affect the project?
7) Were any programmatic or administrative problems encountered? If so, describe their effect. How were they addressed?
8) If a communications plan was a component of the grant, describe the dissemination activities, their impact, and how the impact was measured.
9) Assuming the activities will continue, describe the steps undertaken to insure the sustainability of the work.
ATTACHMENT 4: REQUIREMENTS FOR GRANT MODIFICATIONS

Note: Permission to substantially modify grants will be granted only if requested in writing and in advance.

Request to Revise the Budget
A revised budget must be requested when transfers among line items amount to more than ten percent of the amount budgeted for any line item or when line items are added or deleted from the original approved budget.
All budget revision requests must:
- Be signed by the financial officer responsible for the grant
- Include an itemized revised budget compared to the original (or most recently approved revision)
- Include a written budget narrative justifying the changes.

Request to Modify Activities and Products
Transfers among line items of the approved budget are permitted within a limit of no more than ten percent of the amount budgeted for each line item. The adjustments shall not result in an increase in the total amount of the grant.

Requests to make substantive changes to the goals and products noted in the grant agreement must include a rationale for the changes. It may be necessary to include a request to revise the budget depending on the extent of the proposed modifications.

Carryover and Extension Requests
If it appears that grant funds will remain unspent when a grant expires, the grantee institution may request that the funds be carried over to a renewal grant. If the grant will not be renewed, the grantee may request a no-cost extension of the duration of the grant to a specific date when all funds will be spent and the activities completed.
Carryover requests must:
- Explain why funds will remain unspent when the grant expires
- Include a financial report that notes the projected or actual amount of unspent grant funds
- Include an itemized budget that indicates how the unspent funds will be allocated in the renewal grant and a written budget narrative justifying the changes.
No-Cost Extension Requests must:
- Propose a new ending date for the grant
- Explain why more time is needed to complete the project
- Include a financial report that compares projected expenditures to the original or most recently approved line item budget for the use of QFI funds
- Include a revised itemized budget for the extension period and a written budget narrative justifying the changes.

Request to Transfer Grant from Original Grantee Institution to Another Institution
A request to transfer a grant must include:
- An explanation of why the transfer is needed
- A specific date when the proposed transfer would occur
- Financial and progress reports from the original grantee (accounting to the day of the proposed transfer) that note the amount of unspent grant funds that will be transferred
- A letter from the head of the original grantee institution, or other official authorized to sign on behalf of the grantee institution, relinquishing the grant
- A letter from the head of the new grantee institution, or other official authorized to sign on behalf of the new grantee institution, accepting the grant
- Tax status verification from the new institution
- C.V. and contact information for the new project director
- Contact information for the new project administrator/financial officer
- Payment instructions for the new grantee institution
- Any other information requested by the Foundation

Request to Change the Project Director
The request to change the project director must include:
- An explanation of why the change has been proposed
- C.V. and contact information for the new project director

All requested grant modifications must be approved in writing by QFI before the modifications become effective.