



Governing Board Agenda Item

Meeting Date: August 13, 2026

From: Thomas Bogart, Chief Financial Officer

Subject: Arizona Department of Education Intergovernmental Agreement

Priority: To provide rigorous, relevant, and innovative academics

Consent ☐ Action ☒ Discussion ☐

Background:

The Arizona Department of Education (ADE) awarded Gladden Farms Elementary School a one-time allotment of \$20,000 to support the development and enhancement of the school's garden program. This funding opportunity was provided as an allotment rather than a competitive grant; however, participating schools were required to submit a general budget outlining the intended use of the funds, along with Developing Integrated Gardens (DIG) in Schools planning documents.

Gladden Farms Elementary designated two DIG in School Specialists, Laurie Banta and Rebecca Biggard, who completed specialized training. As part of the application process, the specialists completed the required planning tools, including the DIG Assessment Tool and the DIG Action Plan, which outlines the vision, goals, and implementation strategies for creating a sustainable, integrated school garden program.

The allotment will be used to expand and enhance Gladden Farms Elementary's existing garden into a comprehensive outdoor learning environment that supports hands-on, standards-based instruction across multiple content areas. Planned improvements include expanding planting areas, improving irrigation and garden infrastructure, purchasing tools and equipment, adding outdoor learning spaces, and acquiring instructional resources that integrate science, mathematics, literacy, nutrition, environmental education, and agricultural learning.

The success of the garden program will be strengthened through partnerships with students, teachers, families, parent teacher organization (PTO), community volunteers, and local organizations. Students will engage in authentic learning experiences through planting, maintaining, harvesting, and studying the garden while making meaningful connections to classroom instruction. Families and PTO members will be invited to participate in volunteer

workdays and community events, helping to build a sustainable program that fosters student leadership, healthy living, environmental responsibility, and strong school-community partnerships.

Recommended Motion:

I move that the Governing Board approve of the Intergovernmental Agreement between the Arizona Department of Education and the Marana Unified School District for the Garden Support Allocation Project.

Approved for transmittal to the Governing Board:



Dr. Daniel Streeter, Superintendent

*Questions should be directed to: Thomas Bogart, Chief Financial Officer
Phone: (520) 682-4749*



INTERGOVERNMENTAL AGREEMENT (IGA)

**ARIZONA DEPARTMENT
OF
EDUCATION**
1535 W. Jefferson, Bin # 37
Phoenix, Arizona 85007
(602) 364-2517

IGA No: CTR082089

**PROJECT TITLE: GARDEN
SUPPORT ALLOCATION**

Effective Date: 7/1/2026

Termination Date: 6/30/2027

Pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 et seq. this Intergovernmental Agreement is entered into by the Arizona Department of Education (ADE), an agency of the State of Arizona, and Marana Unified School District. Pursuant to A.R.S. § 11-951 et seq. both parties are authorized to enter into Agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies.

Therefore the ADE and the Contractor agree to abide by all the terms and conditions set forth in this Agreement.

For and on behalf of the Contractor:

Marana Unified School District

11290 W Grier Road, Ste. 106

Address

Marana
City

AZ
State

85653
Zip Code

For and on behalf of the
Arizona Department of Education

1535 W Jefferson Street, Bin # 37

Address

Phoenix
City

AZ
State

85007
Zip Code

Signature of Person Authorized to Sign Date

Signature of Person Authorized to Sign
Date

Printed Name

Printed Name

Title

Title

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that this Agreement is in appropriate form and within the powers and authority granted to the respective public body.

Signature

Signature

Typed Name and Title

Typed Name and Title

Date

Date

	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS IGA Number: CTR082089	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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1. Term of Agreement

This Agreement will be effective for one (1) year from date of signature and can be renewed in accordance with Provision 2 or be terminated in accordance with Provisions 8 and 10.

2. Renewal of Agreement

This Agreement may be renewed for additional terms, upon Agreement of the Contractor and ADE, and by both parties signing an Amendment extending this Agreement. ADE shall prepare the Amendment for additional periods for both parties' signatures.

3. Scope of Services

ADE and the Contractor shall perform the obligations agreed to by each as set forth in the Scope of Work.

4. Payment

ADE will pay the Contractor as detailed in Attachment A Project Budget.

5. Amendments

This Agreement may only be modified in writing and must be signed by both parties and their duly authorized agents through a Agreement Amendment. In the event that state or federal law enacted after the effective date of this Agreement conflicts with any term of this Agreement, controlling law will apply and supersede that/those term(s). The parties agree to promptly consider an appropriate Amendment to the Agreement to remove each conflict.

6. Arbitration

Both parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes. Arbitration must be commenced within applicable statute of limitations for the underlying cause of action under Arizona law. This requirement applies equally to both parties.

7. Breach

This Agreement may be terminated by either party if the other party fails to fulfill its obligations.

8. Termination

Except as otherwise provided, this Agreement may be terminated without cause upon thirty (30) days written notice by either party.

9. Governing Law

This Agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

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10. Non-Availability of Funds

Every payment obligation of the Arizona Department of Education (ADE) under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, this Agreement is automatically terminated at the end of the period for which funds are available due to impossibility of performance. No liability shall accrue to ADE in the event this provision is exercised, and ADE shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

11. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State of Arizona ("State"), its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (Agreement), without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract (Agreement) or any extension of the Contract (Agreement) is in effect, an employee or agent of any other party to the contract (Agreement) in any capacity or a consultant to any other party of the contract (Agreement) with respect to the subject matter of the contract(Agreement). A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

12. Non-Discrimination

The Parties shall comply with Executive Order 09-09, which mandates that all persons regardless of race, creed, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin, political affiliation or disability.

13. Records

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("Records") relating to this Agreement for a period of five years after completion of the Agreement. All Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such Records.

14. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- 14.1. 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.")
- 14.2. 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.

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- 14.3. 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.
- 14.4. 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 A.

15. Confidentiality

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

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The Contractor shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this Agreement.

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

16. Property Disposition

Disposition of property acquired for the purpose of this Agreement, either by ADE or with funds provided by ADE, shall be determined by ADE upon termination or completion of the Agreement. Upon termination or completion of this Agreement, the Contractor shall provide ADE with a listing of all such property and shall make arrangement to return or dispose of this property as directed by ADE. The Contractor shall provide ADE with an inventory for this property within 90 days of this Agreement becoming effective, and annually thereafter.

17. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by Contractor in performance of this Agreement shall vest in the State of Arizona.

18. Public Record

Both parties recognize that work product developed under this Agreement become public information, except as limited by section 17, "Confidentiality."

19. Notices

- 19.1. All written communications shall be addressed and mailed as follows:

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To the Contractor:

Marana Unified School District
Susan Rose
11290 W Grier Road, Ste.106
Marana, AZ 85653
Telephone: (520) 682-1175
Email: S.L.Rose@maranausd.org

To ADE:

Procurement, Bin # 37
Arizona Department of Education
1535 West Jefferson
Phoenix, AZ 85007
Telephone: (602) 364-2517
Fax: (602) 364-0598
Email: ProcurementInbox@azed.gov

Technical Contact: Becky Jacobs
Telephone: (602) 542-2111
Email: Becky.Jacobs@azed.gov

20. Documents Incorporated By Reference

The Uniform Terms and Conditions are attached and incorporated into this document and may be obtained by visiting:

[Uniform Terms and Conditions r10.5 03-24](#)

	INTERGOVERNMENTAL AGREEMENT SCOPE OF WORK IGA Number: CTR082089	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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1 Background

1.1 As a capacity builder for farm to school initiatives, the Arizona Department of Education (ADE) Health and Nutrition Services (HNS) aims to support the sustainability of school gardens in Arizona-. This may refer to assistance that strengthens a school's ability to implement and sustain garden-based activities through the DIG In Schools Initiative, which has received funding through the by the Farm to School Assistance and Services Grant. Building upon this work, HNS continues its capacity-building efforts through the School Garden Support Allocation. This one-time allocation is intended to support schools in implementing and sustaining garden-based activities through the DIG In Schools Initiative and is available to participants who have completed the DIG In Schools Collaborative and are recognized as "Certified DIG In Schools Specialist. The project is intended to assist district and school teams with the initiation, improvement, integration, or expansion of their school and/or community garden program.

1.2 The local educational agency (LEA) understands that the Garden Support Allocation will only be provided if the following occur:

- 1.1.1 Submission of DIG In Schools Tool.
- 1.1.2 Submission of DIG In Schools Action Plan.
- 1.1.3 Submission of DIG In Schools "Certified DIG in Schools Specialist" Certification.
- 1.1.4 Budget submission aligns with DIG In Schools Tool and Action Plan.
- 1.1.5 LEA maintains its commitments by adhering to the CONTRACTOR Responsibilities.

2 Contractor Responsibilities

2.1 LEA assures their team completes following requirements:

- 2.1.1 Complete the project outlined in the action plan and ensure it follows the funded project budget.
- 2.1.2 Project completion end of School Year June, 30th, 2027. Project completion includes:
 - 2.1.2.1 Re-evaluation: A DIG In Schools Tool based on the final garden project.
 - 2.1.2.2 Project Summary Report: The project summary shall connect the funding, DIG In Schools Tool and Action Plan to the ability to complete the proposed project. The project summary shall include activities that strengthen the connection of Farm to School initiatives into the overall school community in ways that are appropriate for each LEA's Action Plan. Activities may include efforts that facilitate communication, coordination, or alignment between garden activities and foodservice operations.
 - 2.1.2.3 Garden photos and captions to highlight project success.
- 2.1.3 Must commit a team member who is employed by the LEA, or a paid representative of the LEA, to ensure project completion and serve as point of contact.

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- 2.1.4 LEA shall promptly communicate with ADE regarding any material changes, delays, or issues that may impact the scope, timeline, or completion of the project outlined in the approved Action Plan and aligning budget.

3 ADE Responsibilities

- 3.1 Provide technical assistance and feedback on the LEA action plan.
- 3.2 Conduct project completion analysis.

4 Budget

4.1 Funding Requirements

- 4.1.1 ADE provides funding to support eligible district and school teams identified as participants in the DIG in Schools Initiative. Funding may be used to pay for:
- 4.1.1.1 Activities associated with LEA's submitted DIG In Schools Action Plan.
- 4.1.2 Funding will be issued as a one-time payment in the amount of the approved budget total.

5 Invoicing Requirements

- 5.1 To receive payment, all invoices must match the funding requirements:
- 5.1.1 The CONTRACTOR shall submit a single invoice for the total amount due upon submission and approval of the Action Plan and aligned budget. The invoice must include:
- 5.1.1.1 CONTRACTOR name and contact information
- 5.1.1.2 Invoice date and unique invoice number
- 5.1.1.3 Reference to the Agreement (name or IGA number)
- 5.1.1.4 Description of services, which must reference the submission of the Action Plan and aligned budget in accordance with the Agreement
- 5.1.1.5 Total amount due
- 5.1.2 The CONTRACTOR shall submit, no later than August 15, 2026, a single invoice for the total amount due, referencing this Agreement and the approved deliverable, the DIG In School Action Plan and aligning budget. ADE reserves the right to request additional information as necessary to process payment and ensure compliance with applicable requirements.

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5.1.3 As payment for full and satisfactory performance, ADE agrees to issue a one-time payment to the CONTRACTOR upon submission and approval of the Developing Integrated Gardens in Schools (DIG in Schools) Action Plan and aligned budget.

5.1.4 Total compensation under this Agreement shall not exceed \$20,000.

5.1.5 The CONTRACTOR shall submit a single invoice in a format acceptable to ADE. The invoice template is included in 5.2 under the Scope of Work.

5.2 All invoices must be submitted as follows:

Field	Description	Invoice Due By
CONTRACTOR Name	Name of organization or individual submitting invoice	8/15/2026
Address	CONTRACTOR mailing address	
City, State, ZIP	Location details	
Invoice Date	Date invoice is issued	
Invoice Number	Unique identifier for tracking	
Bill To	accountspay@azed.gov	
Agreement Reference	Agreement name or contract/IGA number	
Description of Services	Development and submission of Action Plan and aligned budget in accordance with agreement	
Total Amount Due	[\$agreed-upon amount]	
Signature	CONTRACTOR signature	

5.3 Invoices submitted beyond the due date will require written justification for not being submitted in a timely manner. The ADE reserves the right not to honor invoices submitted beyond the established timeline.

5.4 All invoices must be sent to both accountspay@azed.gov and Bev.Kraft@azed.gov.

	INTERGOVERNMENTAL AGREEMENT ATTACHMENT A: PROJECT BUDGET IGA Number: CTR082089	Arizona Department of Education 1535 W Jefferson, Bin # 37 Phoenix, Arizona 85007
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Budget

Description	Cost
Garden Support Allocation	\$20,000