



Arizona
Commission
on the Arts

July 1, 2014

Tassi Call
Amphitheater Middle School
315 E. Prince Rd.
Tucson, Arizona 85705

Dear **Amphitheater Middle School**,

Congratulations! The Arizona Commission on the Arts is pleased to inform you that a Fiscal Year 2015 (July 1, 2014 – June 30, 2015) **Arts Learning Grant** has been awarded to **Amphitheater Middle School**.

To access information about your grant award, log in to GO!EGOR at <http://arizona.culturegrants.org>. Once you are logged in, use the blue “Link to FormSet” icon on the right side of the page to open your application and then click on the “App Admin & Status” link from the “Table of Contents” list.

Accompanying this letter is a Fiscal Year 2015 Grant Notification Packet. Grantees are strongly encouraged to review and complete these time-sensitive documents without delay to confirm acceptance of the grant award.

We'd also like you to know that panel comments are available upon request.

- Requests must be submitted via email to Patrick Fanning, Arts Learning & Special Projects Coordinator, at pfanning@azarts.gov.
- In the subject line, please list your organization's name and “Request for Panel Comments.”
- In the body of the email, please simply list your grant category and level (if applicable), application number and preferred response type (email or phone conversation).
- Requests will be fulfilled within 2 weeks of receipt.

If you have questions about your grant award after accessing your status page in GO!EGOR, please contact:

Ginny Berryhill, Grants & Information Technology Manger
602.771.6528
gberryhill@azarts.gov

Ben Watters, Grants and Operations Coordinator
602.771.6532
bwatters@azarts.gov

Again, congratulations!

Arizona Commission on the Arts' Commissioners and Staff

Arizona Commission on the Arts
Fiscal Year 2015 Grant Notification Packet



Arizona
Commission
on the Arts

Grant Award Agreement

Amphitheater Middle School has been awarded a grant by the Arizona Commission on the Arts for the following programming which is to take place between July 1, 2014 and June 30, 2015.

Amphitheater Middle School
315 E. Prince Rd.
Tucson, Arizona 85705

ARTS LEARNING GRANT #: ALG00023
Maximum Award up to: \$3,150*
Artist Honorarium: \$3,000+
Artist Travel/Per Diem: \$0
Supplies: \$150
Participant Travel: \$0

By signing this Grant Award Agreement, Amphitheater Middle School agrees to the following:

- Comply with all terms and conditions** outlined herein and in the enclosed document "General Grant Conditions."
- Return this document**, signed and dated by an authorizing official, **and enclosed State Substitute W-9 Form by Monday, October 20, 2014.** Grantee is solely responsible for meeting all grant-related deadlines. All grant-related materials must be received by the Arizona Commission on the Arts by close of the business day on the deadline date. Without exception, organizations that neglect to submit required materials by the published deadlines will forfeit their grant award and/or be ineligible for future funding.
- Complete or confirm ProcureAZ registration by Monday, October 20, 2014** (see enclosed document "How to Manage Your Grant Award" for more information).
- Submit Contracts/Invoices/Receipts**, in accordance with the guidelines provided on the document "How to Manage Your Grant Award" *no earlier* than 45 days before project start date and *no later* than **Monday, May 18, 2015.** Grantees must provide copies of all contracts/invoices at one time, as the Arts Commission will only make one grant award payment. Determination of exact grant amount will be made after receipt of all required financial documentation. Inconsistencies and incomplete grant award paperwork or tax information will delay grant payment.
- Submit Fiscal Year 2015 Final Report** directly through GO!EGOR by **Monday, September 14, 2015.**
- Maintain current profile and contact information** in GO!EGOR. Timely grant payment depends on complete and current contact information in GO!EGOR.
- Credit (with logos and credit lines) the funders of the awarded grant** per the instructions outlined in the enclosed document titled "Arizona Commission on the Arts Grant Credit and Publicity."
- Build public value for the arts in Arizona** by communicating the impact of your grant to Arizona State Legislators and the Governor-appointed Commissioners of the Arizona Commission on the Arts.
- Any change in project format, scope, expenditures or personnel** must be requested in writing, and be approved by the Arts Commission prior to the expenditure of grant award funds. If you need to request changes to your grant, contact Patrick Fanning, Arts Learning Coordinator, at pfanning@azarts.gov, 602.771.6529.

**Maximum award is based on panel review ranking, available Arts Commission funding, and the submission of appropriate financial documentation. The Arts Commission receives its funding from the National Endowment for the Arts and the State of Arizona. This grant is made subject to the availability of those funds. If at any time during the fiscal year the Arizona State Legislature enters into session and reduces the Arts Commission's state funding, or if overall funding is reduced for any other reason, this grant may be reduced, canceled, and/or may be paid out in installments.*

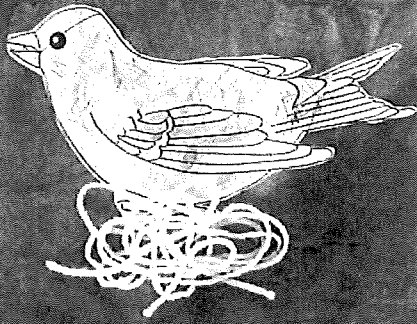
**Artist Honorarium amount must be matched by grantee organization based on Funding Eligibility Scale in the Arts Learning Grant Guidelines: <http://www.azarts.gov/grants/organizations-and-schools/guides/>*

Arizona Commission on the Arts Grant Credit and Publicity

Organizations and schools receiving grants from the Arizona Commission on the Arts are required to credit (with logos and credit lines) the funders of grants awarded. There are many ways to incorporate the credit language and logos into your publicity and informational materials; including this information helps your community understand the impact of public funding of the arts. Be creative.

* Please note: National Endowment for the Arts (NEA) and Arizona Commission on the Arts (ACA) crediting language should specify the supported program/activity, and grantees must remove NEA and ACA acknowledgements from their websites and printed materials at the completion of their respective grant periods.

- **Credit the Arizona Commission on the Arts and the National Endowment for the Arts** by using current logos. Download logos from the Arts Commission website at www.azarts.gov/grants/resources or from the NEA at www.nea.gov/manageaward/logos/index.html.
- **Use Accessibility Logos**, which are available to download from the Arts Commission website at www.azarts.gov/programs/accessibility.
- **Credit in Promotional Materials:** Credit the Arts Commission and the NEA in printed materials (including newsletters, press releases, announcements, catalogs, educational materials and invitations), films/video tapes, electronic transmissions (including internet sites) and non-written announcements (such as audio descriptions for people who are sight-impaired) for all activities to which Arts Commission funds have contributed.
- **Credit in Promotional Appearances and Print Interviews:** On television and radio appearances by your representative(s), verbally acknowledge, at least once during a broadcast, the support your organization received from the Arts Commission and the NEA for your project or overall operation. Also, you should acknowledge the Arts Commission and NEA support in any newspaper, magazine or online interviews about your organization's program(s).
- **Credit in Programs:** Credit the Arts Commission and the NEA on the title page of printed programs in a type size no smaller than 7 point. Also, list the Arts Commission in the donor category most appropriate to the level of financial support your organization is receiving.
- **Verbal Credit:** When written credit is not applicable, such as when there is no printed program, give verbal credit prior to each performance or activity. If an announcement is not feasible, please consider a sign in the lobby or activity space.
- **Credit in Advertising:** Credit the Arts Commission and the NEA in all project-related print advertising that is 10 column inches or larger. Billboard advertising should also include Arts Commission and NEA credit.
- **If your organization is a member of Arizona Citizens/Action for the Arts**, show your support by using their logo in your materials or on your website. Download the logo at www.azcitizensforthearts.org.



Spring Bird by Noah Dutton, Tempe

Grantee Acknowledgement

Credit: Organizations and schools receiving grants from the Arizona Commission on the Arts are required to credit (with logos and credit lines) the funders of grants awarded in all printed materials and publicity, whether for a specific project or grantee's overall operation. The Arts Commission must also be listed in the appropriate financial category in any printed or installed donor recognition lists.

Use the following credit line:

*Supported in part by the
Arizona Commission on the
Arts which receives support
from the State of Arizona and
the National Endowment for
the Arts.*

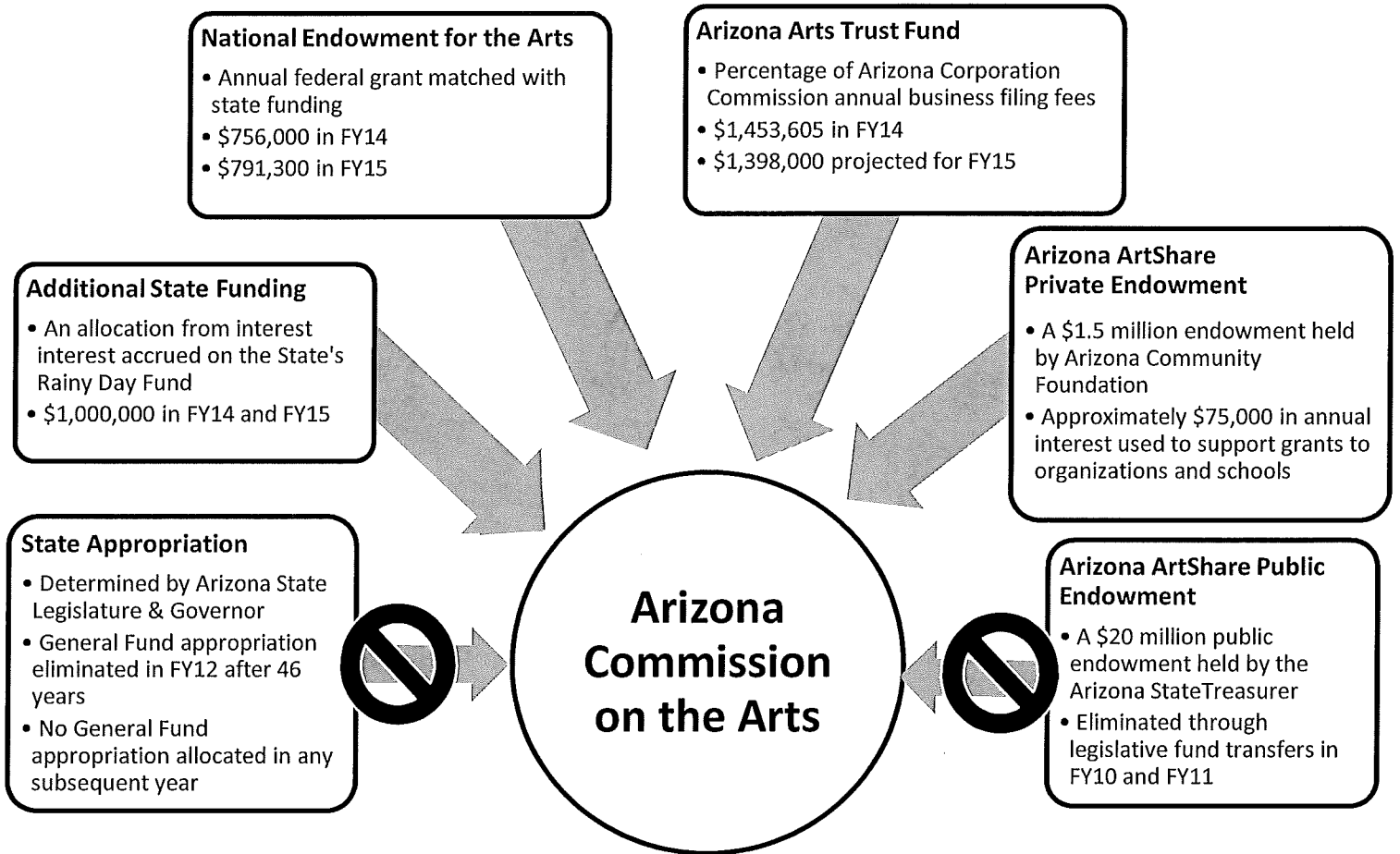
Logos are available for download:
**[www.azarts.gov/grants/
resources](http://www.azarts.gov/grants/resources)**.

Other: Some grants may have other funding sources listed. In these cases, please refer to your Grant Award Agreement for the exact language.

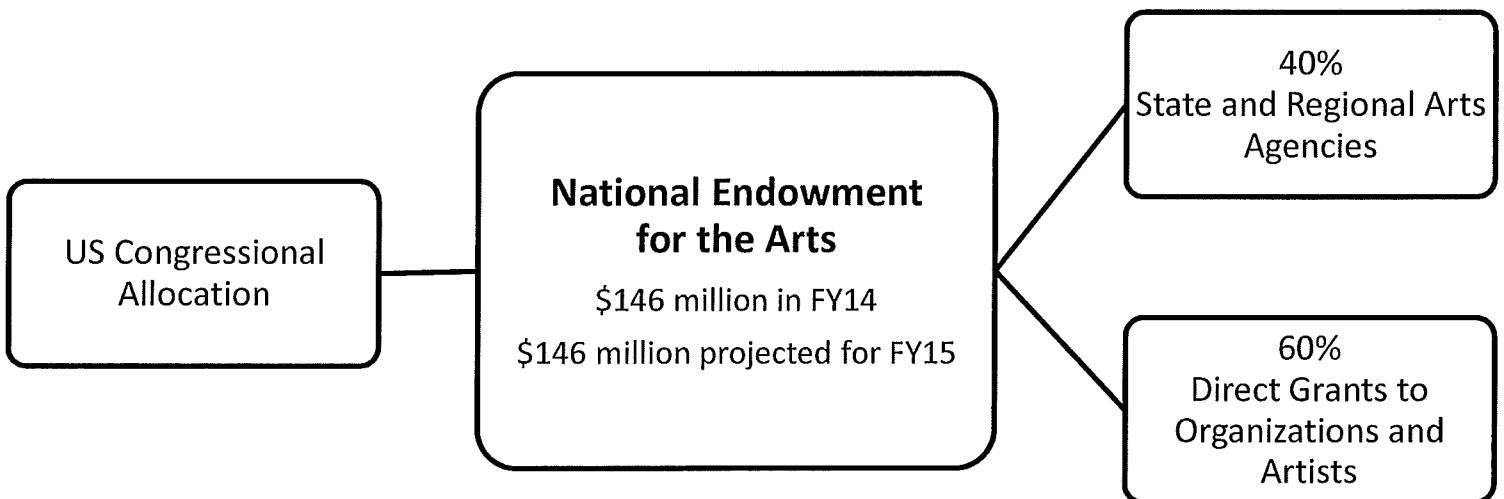


Questions? Contact the Arizona Commission on the Arts at
602-771-6527 or info@azarts.gov.

Arizona Commission on the Arts Funding At-A-Glance



National Endowment for the Arts Funding At-A-Glance



General Grant Conditions Fiscal Year 2015

By signing the Grant Award Agreement letter and accepting the Grant Award you agree to comply with the following **General Grant Conditions**:

- 1. USE OF FUNDS** Grant funds must be used for the explicit programming outlined in the application. Grant funds may not be used for indirect costs. Notify the Arts Commission office in writing of any delays in completion of project. If major changes are anticipated in project format, expenditures and/or personnel, Arts Commission approval must be requested prior to expenditure of grant funds. No extensions will be granted for Community Investment Grants (CIG). The deadline to claim all grant awards is Monday, May 18, 2015. All unused or unencumbered project funds must be returned to the Arts Commission.
- 2. FUNDING RESTRICTIONS** Grant funds may not be used to fund projects involving construction of facilities, debt reduction, food and beverages, equipment/capital expenditures, fundraising projects, scholarships and awards, in addition to any restrictions delineated in the Guide to Grants. In addition, according to the Arts Commission's enabling statutes, "Notwithstanding any other law, no monies from the Arizona Commission on the Arts may be spent for payment to any person or entity for use in desecrating, casting contempt on, mutilating, defacing, defiling, burning, trampling or otherwise dishonoring or causing to bring dishonor on religious objects, the flag of the United States or the flag of this state." Recipients of Arts Commission support are further instructed to "take into consideration general standards of decency and respect for the diverse beliefs and values of the American public" within funded programs.
- 3. CREDIT** Grantees are required to credit (with logos and credit lines) the funders of grants awarded in all printed materials and publicity, whether for a specific project or grantee's overall operation. The Arts Commission must also be listed in the appropriate financial category in any printed or installed donor recognition lists.
- 4. TERMS AND CONDITIONS** The Grantee agrees: **a)** to provide all buildings and facilities necessary for the event, performance and/or exhibition; **b)** to provide such programs and advance publicity as the grantee deems appropriate; **c)** to pay all costs incident to the performance and/or exhibition; and **d)** to notify and permit attendance of the performance and/or exhibition, without admission or other charge, by Arts Commission board and staff.
- 5. WAGES** All professional performers and related or supporting professional personnel employed on projects or productions which are financed in whole or in part under the grant will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar activities.
- 6. ACCESS TO RECORDS** In compliance with Arizona Revised Statutes, public records of the Arizona Commission on the Arts are open to public inspection. Grant applications (including financial reports and other required components), grant final reports and panel review comments are considered public records.

The Grantee hereby agrees that it understands the Arts Commission's responsibility to comply with public records requests. In accordance with state policies governing public records and privacy, prior to access being granted to materials, the Arts Commission will redact or excise information such as (but not limited to): individuals' dates of birth, social security or taxpayer identification numbers, personal contact information, and work samples containing original creative content, copyrighted materials or other materials covered by intellectual property laws.

Additionally, The Arizona Commission on the Arts, National Endowment for the Arts, the Comptroller General of the United States and the Arizona Auditor General, or any duly authorized representatives, shall have access to any books, documents, papers and records maintained by the Grantee to account for funds expended under the terms and conditions of this grant for the purpose of making audit, examination, excerpts and transcripts. **All financial records must be maintained for five years following completion of the grant period.**

- 7. GRANTEE FINANCIAL MANAGEMENT SYSTEMS** shall provide for: **a)** accurate, current and complete disclosure of the financial results of each grant program in accordance with the Arizona Commission on the Arts' reporting requirements; **b)** records which identify adequately the source and application of funds for grant-supported activities. The records shall contain information pertaining to grant awards and authorizations, obligations balances, assets, liabilities, outlays and income; **c)** effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes; **d)** audits to be made by the Grantee or at his direction to determine, at a minimum, the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations (incl. Executive Order 12549 - Debarment and Suspension), and administrative requirements. The Grantee will schedule such audits with reasonable frequency, considering the nature, size and complexity of the activity.
- 8. CIVIL RIGHTS ACT OF 1964** *The grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975, which provides for*

**UApresents
Music Education Initiatives**

IN-SCHOOLS SERVICES AGREEMENT

This agreement is made and entered into on 07/31/2014 by and between Amphi Middle School (hereinafter "the School") and The Arizona Board of Regents on behalf of the University of Arizona/UApresents (hereinafter "UApresents").

Whereas the School seeks to provide arts education programs in collaboration with UApresents ("the Project"), now, therefore, the parties agree as follows:

General Terms

The Project will begin on 09/02/14 and continue through 05/19/15 unless otherwise terminated, rescheduled or extended by mutual agreement of the parties.

The Project will consist of the following arts education program(s):

Lead Guitar, to include 52 school day visits. These visits will include one hour of instruction each and will be spread throughout the school year on dates agreed upon by the School and UApresents. Instruction hours will include classroom instruction and private lessons.

1. Fees

Total fees for the project will be \$3,000.00, three thousand dollars payable as follows:

First payment of \$750.00 due on 10/15/2014
Second payment of \$750.00 due on 12/15/2014
Third payment of \$750.00 due on 03/15/2015
Final payment of \$750.00 due on 05/15/2015

Payments will be made by check payable to University of Arizona/UApresents. If payment cannot be made on time, the School agrees to notify UApresents prior to the due date. The parties will make best efforts to negotiate a new payment schedule or to adjust program content accordingly.

2. Obligations of UApresents

UApresents will provide personnel qualified to instruct students and School staff members for the Project described.

UApresents will provide textbooks, musical scores, evaluation and testing materials, teachers' guides and other required materials in digital form.

UApresents will provide phone support, on-line support and video lessons for teachers.

UApresents will organize and facilitate one concert for students performed by UApresents teaching staff at the School.

UApresents will co-organize and co-facilitate at least one student performance with and at the School.

UApresents will organize, facilitate and host four one-hour private lessons for the School's guitar class teacher of record.

UApresents will organize, facilitate and host at least eight hours of continuing education workshops in guitar pedagogy on the campus of the University of Arizona as part of Lead Guitar's Annual Summer Teachers Workshop.

UApresents will organize, facilitate and host a Gala concert near the end of the school year in which excelling students in the School's guitar classes will be invited to perform in Holsclaw Hall on the campus of the University of Arizona.

UApresents will organize, facilitate and host at least two master classes with touring concert guitarists which teachers, parents and students from the School can observe or in which they can participate.

3. Obligations of the School

The School will provide UApresents with name and contact information for the staff member primarily responsible for the Project's implementation.

The School will ensure that it has completed all of the paperwork required by its district, including but not limited to purchase orders (POs), before the project start date listed above. The School also understands that any late starts as a result of a failure to complete their district's paper work may result in lost instruction days at School's expense.

The School will ensure that certified teachers participate with UApresents staff during all class times.

The School will inform UA presents of its policies concerning discipline, health and safety or any other policies relevant to the operation of the Project.

The School will be responsible for the duplication, storage and distribution of course materials and other supplies required by UApresents.

The School will provide an appropriate space for the designated programs.

The School will provide instruments and music stands as required.

4. Public communications

Public communications, to include printed materials, press releases and other communications with the media, concerning this agreement and its implementation require the approval of both parties.

5. Force Majeure

The obligation of either party to perform any acts hereunder shall be suspended during the period such performance is prevented by acts of God, war, riot; invasion, fire; accident; strike or walk-out; government interference, regulation, appropriation or rationing; or by inability to secure goods because of the foregoing conditions.

6. Liability coverage

The School will maintain appropriate insurance coverage to protect UApresents from liability which may result from the operation of this Project. The School agrees to take responsibility for any liability resulting from the acts and omissions of its officers, agents and employees acting within the scope and course of their official duties.

7. Authority

Both parties hereby certify that they have the right, power and authority to enter into this Agreement and agree to be bound by its terms.

8. Notices

Notices to School and UApresents shall be in writing, sent by hand, by fax, by certified or registered mail, return receipt requested or by Federal Express. Express Mail or other overnight delivery services that provides a receipt to the sender, addressed as follows:

Amphi Middle School	Mail to:	With a copy to:
Amphi Middle School	Office of Research	UA PRESENTS
315 E. Prince Rd.	and Contracts Analysis	888 N. Euclid, Room 203
Tucson, AZ 85705	888 N. Euclid Ave., Rm. 515	P.O. Box 210158
	Tucson, AZ 85721-0158	Tucson, AZ 85721
Attention: Tassi Call, Principal	Attention: Director	Attention: Brad Richter

9. Invalidity

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid. Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

10. Non-discrimination

The Parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

11. Conflicts of Interest

This Agreement is subject to cancellation pursuant to the provisions of A.R.S § 38-511 regarding Conflict of Interest.

12. Inspection and Audit

School agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, UApresents agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

13. Copyright Usage

The School acknowledges that any physical work product generated and any sound or visual recordings made in the course of the project are the sole and exclusive property of the University of Arizona. The School waives any and all claims of whatever kind and character including any claim of patent, copyright, or other legal interest in and to such property. Further, it is agreed that if the likeness of any individual's person or voice is to be a part of any artistic production developed in conjunction with this project, both parties will ensure that the individual has signed a release authorizing use of his or her likeness or voice.

14. Sudan and Iran Scrutinized Business Operations

Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), the School certifies that it does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in ARS §§ 35-391(15) and 35-393(12) respectively.

15. Arbitration

In the event of a dispute hereunder that involves the sum of Fifty Thousand Dollars (\$50,000) or less, in money damages only, exclusive of interest, costs and attorneys' fees, the parties agree that such dispute shall be resolved by arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 et seq. (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. The decision of the arbitrator(s) shall be final and enforceable.

16. Non-appropriation

The Parties acknowledge that performance by The Arizona Board of Regents for and on behalf of the University of Arizona may be limited by the failure of the legislature of the State of Arizona to appropriate adequate funds for such performance. Should the Legislature fail to appropriate such funds, or should the University of Arizona's appropriation be reduced during the fiscal year, then it may reduce the scope of this Agreement if appropriate or cancel it without obligation.

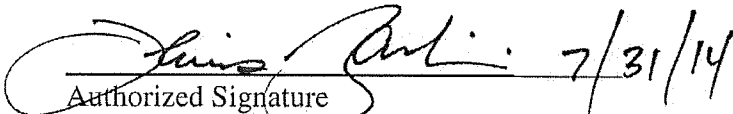
17. Law to Govern

This Contract is made under and shall be interpreted according to Arizona law.

IN WITNESS WHEREOF, the parties hereunder have caused this License to be executed on the date first above written.

ARIZONA BOARD OF REGENTS ON BEHALF
OF THE UNIVERSITY OF ARIZONA

Amphi Middle School



Authorized Signature
Lewis Barbieri, Director
Office of Research and Contract Analysis



Tassi Call,
Principal