



INTERGOVERNMENTAL AGREEMENT (IGA)

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

IGA No:

PROJECT TITLE:
Arts Consumables

Effective Date:
Termination Date:

Pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 *et seq.* this Intergovernmental Agreement is entered into by the Arizona State Board of Education ("BOARD"), acting through the Arizona Department of Education ("ADE"), an agency of the State of Arizona, and Amphitheater SD ("CONTRACTOR"). The BOARD is authorized to enter into this agreement by A.R.S. § 15-203(B)(1) and the CONTRACTOR is authorized to enter into this agreement by virtue of ^{A.R.S.} ~~15-212(A)~~. 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~~
701 W. Wetmore Rd.

For and on behalf of the Arizona Department of Education
1535 W Jefferson Street, Bln # 37
Phoenix, Arizona 85007

Tucson AZ 85705

City State Zip Code

Todd A. Jaeger 11-08-2023

~~Signature of Person Authorized to Sign~~ Date

Todd Jaeger

~~Printed Name~~

Superintendent

~~Title~~

~~Signature of Person Authorized to Sign~~ Date

Printed Name

Chief Procurement Officer

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.

Lisa Anne Smith

Signature

Lisa Anne Smith, Attorney for Amphitheater SD

11/8/2023

Date

Signature

Typed Name and Title

Date



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1. Purpose of Agreement

The purpose of this agreement is for CONTRACTOR to act as the agent for the Arizona Department of Education (ADE) to provide grant funds to eligible public-school teachers for arts supplies, materials and instructional aids that are of a consumable nature.

2. Term of Agreement

This agreement is effective from November 1, 2023 through June 30, 2024 and can be renewed in accordance with Section 3, or be terminated in accordance with Sections 9 and 11.

3. 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.

4. Scope of Services

ADE and the CONTRACTOR shall perform the obligations agreed to by each as set forth in Attachment "A," Scope of Work attached hereto and incorporated herein by reference.

5. Payment

As payment for full and satisfactory performance of the services, the ADE agrees to pay the CONTRACTOR as outlined in Attachment "B" Funding.

6. Changes

This agreement may only be changed in writing and must be signed by both parties and their duly authorized agents (an 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.

7. 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.

8. Breach

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



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9. Termination

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

10. 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.).

11. 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 may be terminated by the State at the end of the period for which funds are available. 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.

12. 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.

13. 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.

14. 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



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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.

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

- A. The contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.

16. 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.

17. 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



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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.

18. 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.

19. Public Record

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

20. Indemnification

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Education, is self-insured per A.R.S. 41-621.

In addition, should (Governmental Agency) utilize a contractor(s) and subcontractor(s) the indemnification clause between (Governmental Agency) and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, (contractor or subcontractor) shall defend, indemnify, and hold harmless the (Governmental Agency) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.



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21. Insurance Requirements for Governmental Parties to an IGA

Insurance will not be required for this agreement.

22. Notices

All written communications shall be addressed and mailed or personally served as follows:

To the CONTRACTOR:

To ADE:

Procurement, Bin # 37
Arizona Department of Education
1535 West Jefferson
Phoenix, AZ 85007
Email: ProcurementInbox@azed.gov

Technical Contact: Mark Hodge
Telephone: (602) 542-3536
Email: mark.hodge@azed.gov



INTERGOVERNMENTAL AGREEMENT
ATTACHMENT A – SCOPE OF WORK

IGA Number

1.0 ADE MISSION STATEMENT

The Arizona Department of Education (ADE) is a service organization committed to raising academic outcomes and empowering parents.

2.0 BACKGROUND

The State of Arizona's budget, set forth in SB 1720, contained an appropriation of \$10,000,000 for Arts Consumables. SB 1720 further noted:

The appropriated amount for art consumables shall be distributed for grants of not more than \$1,000 per recipient to public school arts teachers and any public-school teachers for preschool through third grade for arts supplies, materials and instructional aids that are of a consumable nature as defined by the uniform system of financial records prescribed by the auditor general pursuant to section 15-271, Arizona Revised Statutes.

The Arizona Department of Education (ADE) has determined that this grant appropriation is best distributed by directing the grants through the Local Education Agencies (LEA) to provide in Grants to their teachers. Therefore, ADE is entering into contracts with LEAs to act on its behalf in distributing the grants to eligible teachers.

ADE receives spending authority for the Arts Consumables Grants on a quarterly basis. As of November 1, 2023, ADE has \$5,000,000 of spending authority. The remaining \$5,000,000 in spending authority will be made available in equal parts at the beginning of FY24's third and fourth quarter.

3.0 CONTRACTOR RESPONSIBILITIES

Contractor shall:

3.1 Provide all services in a linguistically appropriate manner that advances ADE's mission of The Arizona Department of Education (ADE) is a service organization committed to raising academic outcomes and empowering parents.

3.2 Be an eligible public-school.

3.3 Distribute grants of not more than \$1,000 per recipient to public school arts teachers and any public-school teachers for preschool through third grade (Eligible Teacher) employed by the LEA for arts supplies, materials and instructional aids that are of a consumable nature (Allowable Purchases) as defined by the uniform system of financial records (USFR) prescribed by the auditor general pursuant to Section 15-271, Arizona Revised Statutes.

3.3.1 "Consumables" might include but is not limited to the following supplies. In all cases, and in any conflict between this list and the USFR, the USFR shall prevail:

Dance

- License fees for use of music
- Dance shoes, costuming, elastic hairbands, and bobby pins
- Floor tape and splking tape
- Materials to create props and set for performances
- Costuming for performances
- Pencils, markers, paper, and other basic classroom needs
- Therabands and tennis/lacrosse
- Cleaning wipes/antibacterial cleaning supplies
- Other consumable dance supplies



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ATTACHMENT A – SCOPE OF WORK

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Drama and Theatre

- Supplies to create costumes for one-time productions
- Materials needed to create set pieces for performances (nails and screws for set constructions, paint, lumber, gaffer's tape, etc.)
- Sheet music or script usage fees, royalty fees, license fees
- Props for performances
- Other consumable drama and theatre supplies

Music

- Sheet music
- Rented musical instruments
- Tuning or maintenance for existing musical instruments
- Reeds, bow rosin, cleaning cloths, or other consumable items related to musical instruments
- License fees for use of music
- Other expendable music supplies
- Software rental

Visual Arts

- Drawing supplies (paper, sketch pads, pens, ink, charcoal, etc.)
- Painting supplies (paint, paintbrushes)
- Pencils, pens, pastels, oil pastels
- Ink, beads, wood, leather, yarn, glue, or other items for mixed media or collage projects
- Sponges, paper towels, or cleaning supplies
- Supplies to create collaborative works that are not permanently installed in a building
- Ceramic or sculpture supplies (clay, paint, glazes, glue)
- Software rental
- Other consumable visual art supplies
- Other consumable media art supplies

- 3.4 Provide ADE with a list of qualified arts teachers in their LEA.
- 3.5 Provide Grants of no more than \$1,000.00 per Eligible Teacher.
- 3.6 Provide all funds solely as Grants to Eligible Teachers for Allowable Purchases.
- 3.7 Collect receipts and relevant supporting documentation before providing any Grants to Eligible Teachers.
- 3.8 Request reimbursement for all consumables purchased.
- 3.8.1 For reimbursement, provide an Itemized Invoice for all requested reimbursements including:
- A description of the allowable purchase,
 - Name and address of the vendor from whom the allowable purchase was obtained,
 - Itemized and total invoice from the vendor from whom the allowable purchase was obtained,
 - Include the Contract Number on all Invoices.

4.0 ADE RESPONSIBILITIES

ADE will:

- 4.1 Review all invoices and supporting documentation and approve, reject, or request additional information for, the request for reimbursement submitted by the LEA.



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ATTACHMENT A – SCOPE OF WORK

IGA Number

- 4.2 Pay all reimbursements as received for all allowable purchases through the Arizona Procurement Portal, to the amount of the appropriated funding and available spending authority on a first request, first funded basis.

5.0 REPORTING REQUIREMENTS

Contractor shall:

- 5.1 Provide ADE with Quarterly Reports indicating:

- 5.1.1 The name of each teacher who was provided a grant under this Contract;
- 5.1.2 The amount received by each teacher;
- 5.1.3 An Itemized list of Allowed Purchases as defined in Section 3.7; and
- 5.1.4 Copies of all receipts and supporting documentation collected pursuant to Scope of Work Section 3.6.
- 5.1.5 Quarterly reports will be due September 30, December 31, March 31, and June 30, 2024. The first report under this contract shall be due March 31, 2024.

- 5.2 Provide ADE with an Annual Report indicating:

- 5.2.1 The name of each teacher who was provided a grant under this Contract;
- 5.2.2 The amount received by each teacher;
- 5.2.3 An Itemized list of Allowed Purchases as defined in Section 3.7; and
- 5.2.4 Copies of all receipts and supporting documentation collected pursuant to Scope of Work Section 3.6.
- 5.2.5 Annual reports shall be due July 15, 2024.



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ATTACHMENT B – FUNDING**

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TO BE COMPLETED BY CONTRACTOR:

1. Identify how many Public School Art Teachers are employed by the LEA?

79

2. Identify how many public-school teachers for preschool through third grade are employed by the LEA?

167

3. Provide the amount of funding requested. Note the amount cannot exceed \$1000 per teacher identified in 1 and 2.

\$246,000

4. Indicate how you will distribute the requested sum to provide for each Eligible Teacher.

We will provide the \$1,000 to each teacher eligible for the grant. All items will be ordered and approved by our department to ensure items ordered follow the guidelines of the grant.
