



**GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

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**DATE OF MEETING:**      **October 13, 2020**

**TITLE:**            **Approval of Enrollment Stabilization Grant**

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**BACKGROUND:**

In June, the Governor's Office established the Enrollment Stabilization Grant program to provide predictability to school districts as a result of COVID-19. The grant program draws from the State's CARES Act allocation to ensure every participating School District can receive a grant award that minimizes the funding impact of any enrollment declines by guaranteeing the greater of 98% of a school's 2019-2020 enrollment or 105% of their enhanced 40th-day ADM. This program helps to mitigate major swings in enrollment that occurred due to COVID-19 and is important for Amphitheater School District who has experienced a significant enrollment decline.

Final grant award amounts are not expected until the middle of November and all funds must be expended by December 30, 2020 (covers expenses from March 2020 to December 30, 2020).

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**RECOMMENDATION:**

It is the recommendation of the Administration that the Governing Board authorize the Chief Financial Officer to execute the attached agreement for the Enrollment Stabilization Grant.

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**INITIATED BY:**

Scott Little, Chief Financial Officer

**Date:** October 9, 2020

Todd A. Jaeger, J.D., Superintendent

State of Arizona  
Office of the Governor  
**Enrollment Stabilization Grant (ESG) Program**

ERMT Grant Number: ERMT-21-2034

Award Amount: TBD- Section I

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**Grant Agreement Terms and Conditions**

This Grant Agreement ("Agreement") is between Amphitheater Unified (CTDS: 100214000) ("Grantee") and the State of Arizona, acting through the Governor's Office ("Grantor"), (sometimes, individually, a "Party," or collectively, "Parties").

**I. Purpose**

Support Local Education Agencies (LEAs) and Charter schools in Arizona with the safe reopening of schools, by providing funding through the U.S. Department of Treasury's Coronavirus Relief Fund (CRF), Catalog of Federal Domestic Assistance (CFDA) number 21.019, as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The specific formula award amount will be known on or about November 19, 2020 at which time a grant adjustment notice (modification) shall be issued. The formula amounts will be based on 40<sup>th</sup>-day Average Day Membership (ADM) or the best possible estimate of 40<sup>th</sup>-day ADM.

**II. Term, Effective Date, and Termination**

The Agreement commences when it is signed by both Parties. The Agreement project period is March 1, 2020 through December 30, 2020. The Agreement expires at the end of the award term. The Agreement shall not bind nor purport to bind the Grantor for any commitment in excess of the original Agreement award term or amount.

In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.

**III. Renewal and Amendments**

This Agreement is issued under the authority of the authorized Grantor representative who signed this Agreement. The Grantor shall have the right, at its sole and unfettered discretion, whether or not to extend this Agreement. If so, the Parties must execute a written Amendment or a new Agreement. A renewal may be considered if the Grantor adds additional funding and subsequent rounds of awards, the State of Arizona receives additional federal Coronavirus Disease 2019 (COVID-19) public health emergency funding, and/or the State of Arizona Legislature chooses to appropriate funding for this specific purpose. Also, consideration for renewal will be based on results of program and fiscal monitoring.

The Agreement may be modified only through an Agreement Amendment within the scope of the Agreement. Any changes to the Agreement by a person who is not specifically authorized by the Grantor representative in writing or made unilaterally by the Grantee are violations of the Agreement and of applicable law. Such changes, including unauthorized written Agreement Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Agreement based on those changes.

**IV. Obligations of the Parties**

Responsibilities of the Grantee:

- a. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
- b. Grantee agrees to remit all unexpended grant funds to the Grantor within thirty (30) days after the end of the project period.
- c. Grantee agrees that all encumbered funds must be expended on or before the expiration of this Agreement.
- d. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the Grantor has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- e. Grantee understands that the Agreement may not be closed until Grantee is compliant with all requirements of the Agreement.
- f. Required programmatic and financial reports are submitted according to the grant solicitation.

**V. Fund Management**

Grantee must receive these funds under this Agreement in a separate ledger account/fund and cannot mix these funds with other sources. The Grantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Grantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- a. Financial Management
- b. Procurement
- c. Personnel
- d. Property
- e. Travel

A system is adequate if it is: 1) **written**; 2) **consistently followed** - it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The Grantor reserves the right to review all business systems policies.

The Grantee shall manage funds according to applicable [federal regulations for administrative requirements, cost principles and audits](#)

**VI. DUNS/CCR**

Each Grantee must provide the following prior to an Agreement being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the [System for Award Management](#) ("SAM"). SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration ("CCR"), Fed Reg, ORCA and EPLS. SAM registration must be maintained for the term of the Agreement. The DUNS website is located [here](#).

**VII. Organizational Audit Requirements**

Grantee agrees to comply with the organizational audit requirements of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from their organization's single audit are not satisfactorily and promptly addressed. This CFR Title 2 Part 200 can be found [online](#).

Single Audit: Grantee expending \$750,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with 2 CFR Part 200.

- a. If your organization is subject to the requirements of 2 CFR Part 200, then attach one copy of your organization's most recently completed Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.

- b. If your organization is not subject to the requirements of 2 CFR Part 200, submit one copy of the most recently completed audit of financial statements.
- c. If your organization does not have a recently completed audit, attach one copy of the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

**VIII. Unallowable Costs**

All costs incurred prior to the project period start date and costs not consistent with the funding opportunity solicitation are not allowable under this award.

**IX. Conflicts of Interest Policy**

Grantee must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must:

- a. address conditions under which outside activities, relationships, or financial interests are proper or improper;
- b. provide for advance disclosure of outside activities, relationships, or financial interests to a responsible organizational official;
- c. include a process for notification and review by the responsible official of potential or actual violations of the standards; and
- d. specify the nature of penalties that may be imposed for violations.

**X. Acknowledgement of Federal Funding in Communications and Contracting**

Grantee must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Grantee is required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

**XI. Mandatory Disclosures**

Consistent with 45 CFR 75.113, Grantee must disclose in a timely manner, in writing, all information related to violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the Grantor as stated in Section XVII.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 remedies for noncompliance, including suspension or debarment (see 2 CFR parts 180 & 376 and 31 U.S.C. 3321).

**XII. Data Collection and Performance Measurement**

Grantee must comply with the performance goals, milestones, and expected outcomes as reflected in the funding opportunity solicitation and are required to submit data via the Grantor's data-entry and reporting system, eCivis.

**XIII. Ad Hoc Submissions**

Throughout the award term, the Grantor may determine that additional information is required beyond the standard deliverables.

**XIV. Applicable law**

In accordance with A.R.S. § 41-2701, *et seq.*, and Arizona Administrative Code, this Agreement shall be governed and interpreted by the laws of the State of Arizona.

**XV. Payments**

Full allocation payments will be made to the Grantee once the final grant award has been accepted in the grant management system, eCivis and a signed agreement is on file.

**XVI. Notification of Program Changes**

Grantee agrees to notify the Grantor in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the Agreement. No changes shall be implemented without the prior written approval of a formal Agreement Amendment issued by the Grantor.

**XVII. Relationship of Parties**

The individuals performing work on behalf of Grantee, its subgrantees or its subcontractors are not employees, servants, agents, partners, or joint venturers of the Grantor. The State of Arizona and the Grantor retains no control or direction over such individuals or over the detail, manner, or methods of performance of their services, and they do not have the authority to supervise or control their work. The individuals performing work on behalf of the Grantee, its subgrantees or its subcontractors are not entitled to receive benefits that employees of the State of Arizona are entitled to receive, including but not limited to, workers' compensation, unemployment compensation, health, vision, or dental insurance, retirement benefits, annual leave, and holiday pay.

**XVIII. Other**

- a. Grantee shall follow all applicable laws, rules, and regulations in the performance of work in furtherance of the solicitation, application, and award.
- b. In accordance with ARS § 35-154, every payment obligation of the Grantor under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Grantor at the end of the period for which funds are available. No liability shall accrue to the Grantor in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- c. In accordance with A.R.S. § 35-214, the Grantee shall retain all data, books, and other records ("records") relating to this Agreement for a period of five years from the last financial report submitted to the Grantor. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Grantor.
- d. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
  - i. Any contractor or subcontractor who is contracted by a Party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
  - ii. That any breach of the warranty in paragraph "b." above shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
  - iii. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph "b." above and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
  - iv. Nothing in this Agreement shall make any contractor or subcontractor an agent or

employee of the Parties to this Agreement.

- e. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
- f. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
- g. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
- h. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
- i. Any change, modification, or extension of this Agreement must be submitted through the Grantor's online grant management system, eCivis, and approved by Grantor.
- j. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
- k. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
- l. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
- m. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- n. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the Grantor and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
- o. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
- p. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- q. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
- r. The Parties to this Agreement 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.
- s. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
- t. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for the Grantor to terminate this

Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

- u. The Parties acknowledge they have been advised by counsel, or have had the opportunity to be advised by counsel, in the execution of the Agreement.

State of Arizona  
Office of the Governor  
**Arizona Enrollment Stabilization Grant (ESG) Program**  
**Special Conditions**

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1. Grantees agree to comply with all provisions of Executive Order [2020-41](#), [2020-44](#), [2020-51](#).
2. Grantee agrees to comply with the provision of benchmark testing in Executive Order 2020-44.
3. Grantee certifies the LEA will provide 180 days of instructional time in the 2020-2021 school year.
4. Grantee certifies it did not limit the availability of, or refuse to provide, free on-site support services.
5. Grantee agrees to comply with all state and federal financial transparency requirements by October 15, 2020 or as extended by the Arizona Auditor General's Office.
6. Grantee agrees to submit to the Governor's Office, the data per federal law (ESEA §1111(b)(1)(C)(x), (h)(2)(C)), and state law (A.R.S. §15-746 E) for the Annual Financial Report.
  - a. Federal law requires LEAs to submit an annual report per-pupil expenditures of Federal, state, and local funds, disaggregated by source of funds. Per-pupil expenditures must include actual personnel and non-personnel expenditures. State law requires additional school-level financial transparency. Beginning in FY 2021, LEAs must provide an annual financial report for the prior fiscal year that includes all of the following:
    1. The detailed total revenues generated by weighted student count.
    2. The total allocated federal, state, and local revenue.
    3. The allocation of classroom site fund monies.
    4. The amounts allocated for teacher pay and benefits, classroom supplies, student support, and other expenditures.
    5. A comparison of the schools' funding information to other schools in the LEA.In addition, LEAs must also provide the total allocated philanthropic revenue for each school in the LEA.
7. Grantee agrees to not replace their instructional program with a dropout recovery program.
8. Grantee agrees to implement a policy to require face coverings per Executive Order 2020-51.
9. Grantee agrees that waiver requests submitted for the E.O 2020-51 requirement of on-site in person learning requirement, must be accompanied by the documentation provided by the county health department and the Arizona Department of Health Services, advising the charter or school district to close.
10. Grantee understands the fund source for this program is outlined in section 1 and is considered Federal pass through funding. All Federal guidelines, program guidance, and frequently asked questions as it pertains to the CRF fund source apply to the ESG Program grantees.
11. Based on CRF FAQ #53, Grantee understands the Governor's Office will allow Grantees to presume that the first \$500 worth of expenses per student are associated with the safe reopening of schools.

IN WITNESS WHEREOF, the Grantee has executed the Agreement the day and year first above written.

**GRANTEE:**

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Authorized Signatory

Date

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Printed Name and Title

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Additional signature(s) if required by Grantee

Date

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Printed Name and Title

Date