



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT** **CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: January 8, 2019

\* = Mandatory, information must be provided

or Procurement Director Award ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Flowing Wells Unified School District No 8

**\*Project Title/Description:**

Intergovernmental Agreement between Pima County and Flowing Wells Unified School District for Flowing Wells STEMAZing Teacher Leader Program

**\*Purpose:**

This is an Intergovernmental Agreement (IGA) between Pima County, on behalf of the Pima County School Superintendent's Office and the Flowing Wells Unified School District of Pima County, Arizona (School District), for the provision of the Flowing Wells STEMAZing Teacher Leader Program (FWTLP). In consideration of the mutual agreement set forth herein, the School District and Pima County will cooperate as described.

**\*Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

To work with Flowing Wells School District on the creation of the Flowing Wells STEMAZing Teacher Leader Program (FWSTLP).

**\*Public Benefit:**

Benefits teachers who will be participating in the FWSTLP, which will then benefit the education of Flowing Wells students.

**\*Metrics Available to Measure Performance:**

The Flowing Wells STEMAZing Teacher Leader Program will be created.

**\*Retroactive:**

No

To: CoB 12-24-18 (1)  
Vers: 1  
Pgs: 7

**Contract / Award Information**

Document Type: CTN Department Code: SS Contract Number (i.e., 15-123): 16\*49

Effective Date: 1/22/19 Termination Date: 1/21/20 Prior Contract Number (Synergen/CMS):

☐ Expense Amount: \$\* ☒ Revenue Amount: \$ 0.00**\*Funding Source(s) required:**Funding from General Fund? ☐ Yes ☒ No If Yes \$ %Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No**If Yes, is the Contract to a vendor or subrecipient?**Were insurance or indemnity clauses modified? ☐ Yes ☒ No*If Yes, attach Risk's approval.*Vendor is using a Social Security Number? ☐ Yes ☒ No*If Yes, attach the required form per Administrative Procedure 22-73.***Amendment / Revised Award Information**

Document Type: Department Code: Contract Number (i.e., 15-123):

Amendment No.: AMS Version No.:

Effective Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$Is there revenue included? ☐ Yes ☐ No If Yes \$**\*Funding Source(s) required:**Funding from General Fund? ☐ Yes ☐ No If Yes \$ %**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):

Effective Date: Termination Date: Amendment Number:

☐ Match Amount: \$ ☐ Revenue Amount: \$**\*All Funding Source(s) required:****\*Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ %**\*Match funding from other sources?** ☐ Yes ☐ No If Yes \$ %**\*Funding Source:****\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: DaNel Hogan

Department: Superintendent of Schools Telephone: 724-8451

Department Director Signature/Date: *D.K. Bryson*Deputy County Administrator Signature/Date: *C. J. Duvelbay*County Administrator Signature/Date: *12/21/18*  
(Required for Board Agenda/Addendum Items)

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
PIMA COUNTY AND  
FLOWING WELLS UNIFIED SCHOOL DISTRICT  
FOR FLOWING WELLS STEMAZING TEACHER LEADER PROGRAM**

This is an Intergovernmental Agreement, hereinafter referred to as "IGA," between Pima County, on behalf of the Pima County School Superintendent's Office, hereinafter referred to as "Pima County" and the Flowing Wells Unified School District of Pima County, Arizona, hereinafter referred to as "School District" for the provision of the Flowing Wells STEMAZing Teacher Leader Program, hereinafter referred to as "FWSTLP." In consideration of the mutual agreement set forth herein, the School District and Pima County will cooperate as described herein.

**A. PURPOSE**

The purpose of this IGA is for Pima County and the School District to jointly support the implementation of the FWSTLP via The STEMAZing Project with School District professional developers. The FWSTLP program days will include consulting services on leadership development of classroom teachers, integrating STEM-related activities into the curriculum, providing onsite trainings to teacher leaders on leadership and STEM strategies, providing materials and supplies that will enhance the training and for consulting and planning teacher leader designed and facilitated professional development workshops for the School District.

**B. AUTHORITY**

The Pima County School Superintendent, through the Pima County Board of Supervisors, has the authority to enter into an IGA pursuant to A.R.S. § 11-952. The School District has the authority to enter into an IGA pursuant to A.R.S. § 15-342(13). The Pima County School Superintendent has the authority to provide services to school districts and charters at their request pursuant to A.R.S. § 15-302(B), (C).

**C. TERM**

The Agreement is effective on the date of the final signature for a term of one (1) year unless extended or terminated in accordance with the terms of this IGA.

**D. DUTIES OF THE SCHOOL DISTRICT**

The School District agrees as further described in Exhibit A:

1. To provide space in their district buildings for the program days and workshop days directly related to the FWSTLP.
2. To provide the external evaluator (Dr. Sanlyn Buxner) with data related to the evaluation of the FWSTLP.
3. To support School District professional development staff working with The STEMAZing Project staff to implement this program.
4. To distribute funds as provided by Pima County to the twenty (20) teacher leaders from the School District who are participating in the FWSTLP as detailed in the attached budget.
5. To use funds provided by Pima County to support substitutes for the twenty (20) teacher leaders from the School District to participate in the seven (7) FWSTLP program days.

6. To use their own funds to support substitutes for School District teacher leaders and teachers to participate in FWSTLP workshop days as detailed in the attached budget.
7. To account for all funds provided by Pima County and return unused funds on or before the end of the FWSTLP year one (November 22, 2019).

E. **DUTIES OF PIMA COUNTY**

Pima County agrees as further described in Exhibit A:

1. To provide the School District with funds to support twenty (20) teacher leader stipends and substitute costs for twenty (20) teacher leaders to participate in seven (7) program days as detailed in the attached budget.
2. To provide seven (7) program days for the twenty (20) teacher leaders participating in the FWSTLP.
3. To support mentors from The STEMAZing Project to implement the FWSTLP.
4. To provide the materials and supplies needed for the seven (7) program days and ten (10) professional development workshops.
5. To work with the twenty (20) teacher leaders to design and facilitate their professional development workshops for their peers.
6. To provide a summary report to the School District regarding the implementation and success of the FWSTLP on or before December 31, 2019.

F. **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 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 results in vicarious/derivative liability to the Indemnitee are caused by act, omission, negligence, misconduct or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

G. **WORKER'S COMPENSATION**

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

H. **ASSIGNMENT**

No party to this IGA shall assign its right to this IGA, in whole or part, without prior written agreement of the other party.

I. **NON-DISCRIMINATION**

The parties will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course

of carrying out their duties under this IGA. The parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this IGA by reference.

J. **LEGAL AUTHORITY**

Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, will be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.

K. **CONFLICT OF INTEREST**

This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this IGA by reference.

L. **NOTICE**

Any notice required or permitted to be given under this IGA will be in writing and will be serviced by personal delivery or by certified mail upon the other party as follows:

| <u>PIMA COUNTY</u>  | <u>SCHOOL DISTRICT</u>  |
|---|---|
| DaNel Hogan,<br>Director, The STEMAZing<br>Project<br>200 N. Stone Ave.<br>Tucson, AZ 85701<br><a href="mailto:danel.hogan@schools.pima.gov">danel.hogan@schools.pima.gov</a><br>(520) 724-8395 | Dr. Kevin Stoltzfus<br>Associate Superintendent<br>1556 W Prince Road<br>Tucson, AZ 85705<br><a href="mailto:Kevin.Stoltzfus@fvusd.org">Kevin.Stoltzfus@fvusd.org</a><br>(520) 696-8801 |

M. **SEVERABILITY**

If any provision of this IGA, or any application of a provision to the parties or any person or circumstance, is found by a court to be invalid, that invalidity will not affect other provisions or applications of this IGA that can be given effect without the invalid provision or application.

N. **LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Each party warrants compliance with all Federal and State immigration laws and regulations relating to the employees and warrants its compliance with A.R.S. § 23-214(A). If this compliance requirement disqualifies any of the parties' key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided, the parties may terminate this IGA.

A breach of warranty regarding compliance under this section shall be deemed a material breach of the IGA that is subject to penalties up to and including termination of the IGA.

O. **FINGERPRINTING**

The parties shall comply with all fingerprinting requirements pursuant to A.R.S. §§ 15-512 and 15-534, as applicable, unless otherwise exempted.

P. **MODIFICATIONS**

Any modification of the terms of this IGA or an extension of the termination date, will be by formal written amendment executed by the parties hereto. Amendments must be approved by each party before any work or deliveries under the amendment commences.

Q. **COUNTERPARTS**

This IGA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

R. **TERMINATION**

Each party reserves the right to terminate this IGA at any time and without cause by serving upon the other party thirty (30) days' advance written notice of such intent to terminate. In the event of such termination, the School District's obligation to Pima County will be for payment of materials and services rendered prior to the date of termination.

Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason, there are not sufficient appropriated and available funds for the purpose of maintaining either party's obligations under this IGA. In the event of such termination, the School District will have no further obligation to the Pima County other than to pay for services rendered prior to termination. Pima County will have no further obligation to the School District, other than to provide materials and services mutually agreed upon prior to termination.

S. **ENTIRE AGREEMENT**

This document and Exhibit A constitute the entire agreement between the parties to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS WHEREOF, the parties have affixed their signatures of this IGA on the date written below.

**PIMA COUNTY:**

\_\_\_\_\_  
CHAIR, PIMA COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTEST:**

\_\_\_\_\_  
CLERK, PIMA COUNTY BOARD OF SUPERVISORS

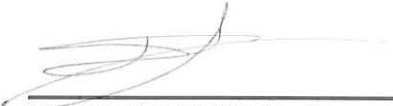
\_\_\_\_\_  
DATE

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
PIMA COUNTY SCHOOL SUPERINTENDENT

12/17/18  
DATE

The foregoing IGA has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to this IGA represented by the undersigned.

  
\_\_\_\_\_  
**DANIEL JURKOWITZ**  
**DEPUTY COUNTY ATTORNEY**

12/13/18  
\_\_\_\_\_  
**DATE**

IN WITNESS WHEREOF, the parties have affixed their signatures of this IGA on the date written below.

**FLOWING WELLS UNIFIED SCHOOL DISTRICT:**

\_\_\_\_\_  
**GOVERNING BOARD PRESIDENT**  
**FLOWING WELLS UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
**DATE**

The foregoing IGA has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to this IGA represented by the undersigned.

\_\_\_\_\_  
**DISTRICT LEGAL COUNSEL**

\_\_\_\_\_  
**DATE**

## **EXHIBIT A – BUDGET**

### **2018-2019 Flowing Wells STEMAZing Teacher Leader Program - Year One**

#### **Expenses: Stipends for Mentors and Teacher Leaders**

| <b>Description</b>                       | <b>Quantity</b> | <b>Cost</b> | <b>Total</b>    |
|--|-----------------|-------------|-----------------|
| Sara Torres - STEMAZing Lead Mentor      | 1               | \$7,000     | \$7,000         |
| Margaret Wilch - STEMAZing Mentor        | 1               | \$2,000     | \$2,000         |
| Liz Prohaska - STEMAZing Mentor          | 1               | \$250       | \$250           |
| Amanda McPherson - STEMAZing Mentor      | 1               | \$250       | \$250           |
| Flowing Wells Teacher Leaders            | 20              | \$1,000     | \$20,000        |
| Total ERE (benefits, taxes, etc.) at 18% |                 |             | \$5,310         |
| <b>TOTAL for Program Stipends</b>        |                 |             | <b>\$34,810</b> |

#### **Expenses: Teacher Leader Program Days**

| <b>Description</b>                         | <b>Quantity</b> | <b>Cost</b> | <b>Total</b>    |
|--|-----------------|-------------|-----------------|
| Substitutes for Teacher Leaders            | 20              | \$120       | \$2,400         |
| Books and Workshop Supplies                | 1               | \$500       | \$500           |
| Copies                                     | 1               | \$100       | \$100           |
| Catering (continental breakfast and lunch) | 25              | \$20        | \$500           |
| <b>Sub-total Per Program Day</b>           |                 |             | <b>\$3,500</b>  |
| <b>TOTAL for SEVEN (7) Program Days</b>    |                 |             | <b>\$24,500</b> |

#### **Expenses: K-2, 3-5 Grade Band PD Full Days (April/May 2019)**

| <b>Description</b>                              | <b>Quantity</b> | <b>Cost</b> | <b>Total</b>   |
|---|-----------------|-------------|----------------|
| STEMAZing Kit of Books, Equipment, and Supplies | 120             | \$50        | \$6,000        |
| Copies  | 120             | \$5         | \$600          |
| <b>TOTAL for K-2, 3-5 PD Full Days</b>          |                 |             | <b>\$6,600</b> |

#### **Expenses: HS Science Full PD Day Fall 2019**

| <b>Description</b>                              | <b>Quantity</b> | <b>Cost</b> | <b>Total</b> |
|---|-----------------|-------------|--------------|
| STEMAZing Kit of Books, Equipment, and Supplies | 12              | \$50        | \$600        |
| Copies  | 12              | \$5         | \$60         |
| <b>TOTAL for 6th Grade PD Half Day</b>          |                 |             | <b>\$660</b> |

#### **Expenses: 7th-8th Grade PD Full Day Fall 2019**

| <b>Description</b>                              | <b>Quantity</b> | <b>Cost</b> | <b>Total</b> |
|---|-----------------|-------------|--------------|
| STEMAZing Kit of Books, Equipment, and Supplies | 7               | \$50        | \$350        |
| Copies  | 7               | \$5         | \$35         |
| <b>TOTAL for 6th Grade PD Half Day</b>          |                 |             | <b>\$385</b> |

**Expenses: 6th Grade PD Full Day Fall 2019**

| Description                                     | Quantity | Cost | Total        |
|---|----------|------|--------------|
| STEMAZing Kit of Books, Equipment, and Supplies | 9        | \$50 | \$450        |
| Copies  | 9        | \$5  | \$45         |
| <b>TOTAL for 6th Grade PD Half Day</b>          |          |      | <b>\$495</b> |

**Expenses: PreK PD Full Day Fall 2019**

| Description                                     | Quantity | Cost  | Total        |
|---|----------|-------|--------------|
| STEMAZing Kit of Books, Equipment, and Supplies | 1        | \$300 | \$300        |
| Copies  | 6        | \$5   | \$30         |
| <b>TOTAL for PreK PD Full Day</b>               |          |       | <b>\$330</b> |

**Expenses: External Evaluation**

| Description                                      | Quantity | Cost    | Total          |
|--|----------|---------|----------------|
| Evaluation of Program and Report (Sanlyn Buxner) | 1        | \$2,000 | \$2,000        |
| <b>TOTAL for PreK PD Full Day</b>                |          |         | <b>\$2,000</b> |

**Total Expenses****\$69,780****Support from Flowing Wells Unified School District**

| Description  | Quantity | Cost    | Total           |
|--|----------|---------|-----------------|
| Anna Heyer - salary                                  | 1        | \$3,000 | \$3,000         |
| Patricia Gutierrez - salary                          | 1        | \$3,000 | \$3,000         |
| Workshop Facility for Program Days and PD Days       | 18       | \$250   | \$4,500         |
| Substitutes for Spring PD Full Days in April/May '18 | 120      | \$120   | \$14,400        |
| Substitutes for Fall 2018 6th-HS PD Full Days        | 28       | \$120   | \$3,360         |
| <b>Sub-total of In-Kind Support</b>                  |          |         | <b>\$28,260</b> |

**Total Budget****\$98,040**