



**Contract / Award Information**

Document Type: CTN Department Code: ss Contract Number (i.e., 15-123): 20\*172  
Commencement Date: 1/28/2020 Termination Date: 12/31/2020 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 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement 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): \_\_\_\_\_  
Commencement 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: Derika Louk

Department: Pima County Superintendent of Schools Telephone: 520-724-8997

Department Director Signature/Date: [Signature] 6/9/2020

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: [Signature] 6/9/20  
(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**

1.1. Initial Term. The term of this Contract commences on January 28, 2020 and will terminate on December 31, 2020 ("Initial Term"). If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

1.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

**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 who participated in the two (2) 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 two (November 27, 2020).

**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 who participated in two (2) program days as detailed in the attached budget.
2. To provide two (2) 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 two (2) program days and four (4) 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 February 26, 2021.

**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, Director, The STEMAZing Project 200 N. Stone Ave. Tucson, AZ 85701 <a href="mailto:danel.hogan@schools.pima.gov">danel.hogan@schools.pima.gov</a> (520) 724-8395	Dr. Kevin Stoltzfus Associate Superintendent 1556 W Prince Road Tucson, AZ 85705 <a href="mailto:Kevin.Stoltzfus@fwusd.org">Kevin.Stoltzfus@fwusd.org</a> (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**

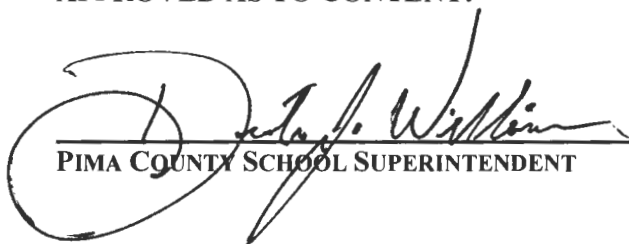
\_\_\_\_\_  
**DATE**

**ATTEST:**

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

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

**APPROVED AS TO CONTENT:**

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

6-8-2020  
**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**

6/5/2020  
**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**

### **2020 Flowing Wells STEMAZing Teacher Leader Program - Year Two (Updated June 2020.)**

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

<b>Description</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>
DaNel Hogan - STEMAZing Co-Lead Mentor	1	\$2,000	\$2,000
Sara Torres - STEMAZing Co-Lead Mentor	1	\$2,000	\$2,000
Margaret Wilch - STEMAZing Mentor	1	\$1,000	\$1,000
Amanda McPherson - STEMAZing Mentor	1	\$250	\$250
Flowing Wells Teacher Leaders (K-5)	12	\$500	\$6,000
Flowing Wells Teacher Leaders (PreK, 6-12)	8	\$1,000	\$8,000
Total ERE (benefits, taxes, etc.) at 20%			\$2,800
<b>TOTAL for Program Stipends</b>			<b>\$22,050</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 TWO (2) Program Days</b>			<b>\$7,000</b>

#### **Expenses: HS Science Full PD Day Fall 2020**

<b>Description</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>
STEMAZing Kit of Books, Equipment, and Supplies	12	\$50	\$600
Copies	12	\$10	\$120
<b>TOTAL for HS Science PD Full Day</b>			<b>\$720</b>

#### **Expenses: 7th-8th Grade PD Full Day Fall 2020**

<b>Description</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>
STEMAZing Kit of Books, Equipment, and Supplies	7	\$50	\$350
Copies	7	\$10	\$70
<b>TOTAL for 7th-8th Grade PD Full Day</b>			<b>\$420</b>

**Expenses: 6th Grade PD Full Day Fall 2020**

Description	Quantity	Cost	Total
STEMAZing Kit of Books, Equipment, and Supplies	9	\$50	\$450
Copies	9	\$10	\$90
<b>TOTAL for 6th Grade PD Full Day</b>			<b>\$540</b>

**Expenses: PreK PD Full Day Spring or Fall 2020**

Description	Quantity	Cost	Total
STEMAZing Kit of Books, Equipment, and Supplies	1	\$300	\$300
Copies	6	\$10	\$60
<b>TOTAL for PreK PD Full Day</b>			<b>\$360</b>

**Science Equipment and Supplies to Implement  
Flowing Wells STEMAZing Teacher Leader K-12 Curriculum**

Description	Quantity	Cost	Total
K-6 Science Kits (six schools)	6	\$5,000	\$30,000
MS Science Equipment & Supplies (two grade levels)	2	\$3,000	\$6,000
HS Science Equipment & Supplies	1	\$2,900	\$2,900
<b>TOTAL for Science Equipment &amp; Supplies</b>			<b>\$38,900</b>

**Total Expenses** **\$69,990**

**Support from Flowing Wells Unified School District**

Description	Quantity	Cost	Total
Anna Heyer - salary	1	\$10,000	\$10,000
Patricia Gutierrez - salary	1	\$3,000	\$3,000
Workshop Facility for Program Days and PD Days	7	\$250	\$1,750
Substitutes for Fall 2020 6th-HS PD Full Days	28	\$120	\$3,360
<b>Subtotal of In-Kind Support</b>			<b>\$18,110</b>

**Total Budget** **\$88,100**