



NONCOMPETITIVE CONTRACT

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

Contract No: CTRXXXXXX

PROJECT TITLE: ARTS CONSUMABLES

Effective Date:

Termination Date:

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the contract.

Dated this _____ day of _____, 2023

For clarification contact:

Name:

Phone:

Email:

Contractor Name

Signature of Person Authorized to Sign Date

Address

Printed Name

City **State** **Zip Code**

Title

This Agreement shall henceforth be referred to as Contract No: **CTRXXXXXX**

State of Arizona

Chief Procurement Officer

ARIZONA DEPARTMENT OF EDUCATION

Contracts Management Unit
1535 West Jefferson Street, Bin 37
Phoenix, Arizona 85007

CONTRACT NO. CTRXXXXXX

This Agreement is entered into by and between the STATE OF ARIZONA (the “State”) acting by and through its Department of Education (“ADE”) and [REDACTED] (CONTRACTOR).

1. Uniform Terms and Conditions

The Uniform Terms and Conditions are attached hereto and incorporated into this document by reference, and may be obtained by visiting the State Procurement Office website at:

https://spointra.az.gov/sites/default/files/Uniform%20Terms%20and%20Conditions_r10.4_05-23_0.pdf

2. Purpose of Agreement

The purpose of this agreement is for CONTRACTOR to act on behalf of 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

3. Term of Agreement

This Agreement is effective from November 1, 2023 through June 30, 2024, and may be renewed in accordance with Section 4 or be terminated in accordance with Sections 9, 10 and 12.

4. 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. The total term of the Agreement, including renewals, shall not exceed five (5) years

5. Scope of Services

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

6. Payment

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

7. Invoicing

The Contractor shall submit invoices to accountspay@azed.gov and the invoices shall include the information set forth in Scope of Work Section and:

- Company Name
- Complete address
- Telephone Number
- Contact Person

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The Contractor is responsible to ensure that all invoices submitted for payment are completed with the above information and in strict accordance with the price(s) offered on the Proposal's Cost Form.

8. 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.

9. 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.

10. Breach

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

11. Termination

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

12. 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.).

13. Non-Availability of Funds

Every payment obligation of the State of Arizona ("State") 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 the State 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.

14. 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

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agent of any other party to the contract (Agreement) in any CONTRACTOR 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.

15. Force Majeure

For the purpose of any of the provisions of this Agreement, the CONTRACTOR shall not be considered in breach of or in default of its obligations under this Agreement as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, fire, floods, epidemics, strikes, lock-outs, freight embargoes and unusually severe weather; it being the purpose and intent of this provision that upon the occurrence of any such enforced delay, the time for performance of the CONTRACTOR's obligations, as the case may be, shall be extended for the period of the enforced delay, provided that the CONTRACTOR shall have notified State in writing of the cause or causes thereof, and requested an extension for the period of enforced delay. If notice by the CONTRACTOR is sent to the State more than thirty (30) days after commencement of the cause, the period of delay shall be deemed to commence thirty (30) days prior to the giving of such notice.

16. Non-Discrimination

The Parties shall comply with Executive Order 2009-09, 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.

17. 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 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.

18. Federal Immigration and Nationality Act.

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

19. E-Verify Requirements.

In accordance with A.R.S. § 41-4401, 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.

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19. Clean Air Act, Clean Water Act and Environmental Protection Agency Requirements

If this Agreement is for over \$100,000 in federal monies, CONTRACTOR agrees that it shall comply with all applicable standards, orders, or requirements issued pursuant to Section 306 of the Clean Air Act (42 U.S. Code 1857 et seq., as amended by P.L. 91-604) and Section 508 of the Clean Water Act (33 U.S. Code 1251 et seq., as amended by P.L. 92-500), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under nonexempt federal contracts, grants or loans of facilities included on the Facilities. By signing this Agreement, CONTRACTOR represents that it will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Clean Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Clean Water Act and the Clean Air Act, respectively, and all regulations and guidelines issued thereunder. CONTRACTOR further represents that no facility owned or controlled to be used in the implementation of this Agreement is included on the EPA List of Violating Facilities pursuant to 40 CFR, Part 15-20 as of the award date. CONTRACTOR also understands that it shall notify the person specified in Paragraph 23 herein of any communication from the Assistant Administrator of the Environmental Protection Agency indicating that a facility to be utilized for this Agreement is under consideration to be listed of the EPA List of Violating Facilities. Prompt notification is required pursuant to this paragraph. ADE shall report all known EPA violations relating to facilities utilized under the terms of this Agreement to the United States EPA Assistant Administrator for Enforcement and to the Grantor federal agency as soon as they are discovered.

20. 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.

21. 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.

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22. Public Record

Both parties recognize that work product developed under this Agreement become public information, except as limited by section 18, "Confidentiality."

23. Anti-Lobbying

The CONTRACTOR agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the ADE.

The CONTRACTOR agrees to require all lower tier subcontractors who have agreement exceeding \$100,000.00 to complete the Certification for Federal-aid Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the prime Contractor's agreement with the ADE. Lower tier certifications are to be maintained by the CONTRACTOR.

24. Notices

Unless otherwise expressly provided herein, any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three days after the notice is deposited in the United States mail addressed as follows:

If to CONTRACTOR:

If to ADE: Mark Hodge
Arizona Department of Education
1535 West Jefferson
Phoenix AZ 85007
(602) 542-3536
Mark.Hodge@azed.gov

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, facsimile number or the person to receive notice by notifying the other parties as provided in this paragraph.

25. Entirety of Agreement

This Agreement represents the entire Agreement between the parties and supersedes or replaces all prior letters, correspondence, communication, negotiations, Agreements or proposed Agreements written or oral.

26. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and

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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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors. 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 Contractor from and against any and all claims. It is agreed that contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

27. Insurance

27.1 Insurance Requirements

27.1.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

27.1.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

27.2 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

27.2.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$500,000
- Personal and Advertising Injury \$500,000
- Damage to Rented Premises \$25,000
- Each Occurrence \$500,000

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- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

27.2.2 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
- Each Accident \$500,000
- Disease – Each Employee \$500,000
- Disease – Policy Limit \$500,000

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

27.2.3 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage Amount is \$2,000,000

Coverage should include, but is not limited to:

- a. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
- b. Money & Securities Inside/Outside
- c. Computer Fraud
- d. Funds Transferred (if applicable)
- e. Forgery or Alteration

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- f. The policy shall be endorsed to include the State of Arizona (and the respective agency) as Loss Payee
- g. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
- h. Coverage shall be extended to 3rd parties

27.3 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

27.3.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

27.3.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

27.4 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

27.5 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

27.6 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

27.6.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

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27.6.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

27.6.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

28. Participation in Boycott of Israel

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

29. Participation in Forced Labor of Ethnic Uyghurs Ban

Contractor warrants that it is in compliance with the A.R.S. § 35-394.

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.

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 Distribute grants of not more than \$1000 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.

3.2.1 "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 spiking 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

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

ATTACHMENT A

SCOPE OF WORK

CONTRACT NO. CTRXXXXXX

- 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

3.3 Provide ADE with a list of qualified arts teachers in their LEA.

3.4 Provide Grants of no more than \$1000.00 per Eligible Teacher.

3.5 Provide all funds solely as Grants to Eligible Teachers for Allowable Purchases and return all unused funds to ADE at the end of the contract term.

3.6 Collect receipts and relevant supporting documentation before providing any Grants to Eligible Teachers.

4.0 REPORTING REQUIREMENTS

Contractor shall:

4.1 Provide ADE with Quarterly Reports indicating:

4.1.1 Each teacher provided a grant under this Contract;

4.1.2 The amount received by each teacher;

4.1.3 An itemized list of Allowed Purchases; and

4.1.4 Copies of all receipts and supporting documentation collected pursuant to Scope of Work Section 3.6.

4.1.5 Quarterly reports will be due September 30, December 31, March 31 and June 30. The first report under this contract shall be due March 31, 2024.

4.2 Provide ADE with an Annual Report indicating:

ATTACHMENT A

SCOPE OF WORK

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- 4.2.1 Each teacher provided a grant under this Contract;
- 4.2.2 The amount received by each teacher;
- 4.2.3 An itemized list of Allowed Purchases; and
- 4.2.4 Copies of all receipts and supporting documentation collected pursuant to Scope of Work Section 3.6
- 4.2.5 Annual reports are due July 15.

ATTACHMENT B
FUNDING
CONTRACT NO. CTRXXXXXX

TO BE COMPLETED BY CONTRACTOR:

1. Identify how many Public School Arts Teachers are employed by the LEA?
2. Identify how many Public School teachers for preschool through third grade are employed by the LEA?
3. Provide the amount of funding requested. Note the amount cannot exceed \$1000 per teacher identified in 1 and 2.
4. Indicate how you will distribute the requested sum to provide for each Eligible Teacher.