

October 13, 2014

Sonya Yount  
**Amphitheater High School**  
125 W Yavapai Rd  
Tucson, Arizona 85705



Regarding: Fiscal Year 2015 Grant #**ALG00008**

Attention Sonya Yount:

**We have not yet received some or all of the following to confirm your intention to collect on your fiscal year 2015 Arts Learning Grant:**

- Grant Award Agreement
- State Substitute W-9
- ProcureAZ Registration

**As stated within award packages delivered in July 2014 and in an emailed memo delivered in October 2014, the listed materials must be received by the Arts Commission by close of the business Monday, October 20, 2014. Without exception, organizations that submit late materials will forfeit their grant award.**

Items must be completed and mailed to: Arizona Commission on the Arts, 417 West Roosevelt Street, Phoenix Arizona, 85003. Faxes, scans or emails will not be accepted.\*\* Submitting these materials confirms your intention to collect but does not initiate the payment process for grants. Review your award package to determine what to submit to allow the Arts Commission to process payment.

If your organization does not intend to collect on its grant, please immediately submit an email or letter to your Arts Commission staff contact, confirming that your grant should be cancelled.

If you have already submitted these materials, thank you. Please contact the Arts Commission if you require assistance completing your project or paperwork.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert C. Booker".

Robert C. Booker, Executive Director

\*\* Paperwork related to your grant must be completed with your organization's full legal name, federal identification number, and address associated with your federal identification number. Information must be consistent between documents.

Payments can be released up to 45 days before an event or program provided all appropriate grant paperwork has been successfully completed and submitted. The Arts Commission requires 4-6 weeks to process payment, from the date all required and accurately completed paperwork is received to the date the grant check is mailed. Fiscal year 2015 grants must be claimed by Monday, May 18, 2015.

cc: Patrick Nelson

**Arizona Commission on the Arts  
Fiscal Year 2015 Grant Notification Packet**

**Grant Award Agreement**

Amphitheater High School has been awarded a grant by the Arizona Commission on the Arts for the following programming which is to take place between July 1, 2014 and June 30, 2015.

**Amphitheater High School**  
125 W. Yavapai Rd.  
Tucson, Arizona 85705

**ARTS LEARNING GRANT #: ALG00008**  
**Maximum Award up to: \$3,000\***  
Artist Honorarium: \$3,000+  
Artist Travel/Per Diem: \$0  
Supplies: \$0  
Participant Travel: \$0

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**By signing this Grant Award Agreement, Amphitheater High School agrees to the following:**

- Comply with all terms and conditions** outlined herein and in the enclosed document "General Grant Conditions."
- Return this document**, signed and dated by an authorizing official, **and enclosed State Substitute W-9 Form by Monday, October 20, 2014.** Grantee is solely responsible for meeting all grant-related deadlines. All grant-related materials must be received by the Arizona Commission on the Arts by close of the business day on the deadline date. Without exception, organizations that neglect to submit required materials by the published deadlines will forfeit their grant award and/or be ineligible for future funding.
- Complete or confirm ProcureAZ registration by Monday, October 20, 2014** (see enclosed document "How to Manage Your Grant Award" for more information).
- Submit Contracts/Invoices/Receipts**, in accordance with the guidelines provided on the document "How to Manage Your Grant Award" *no earlier* than 45 days before project start date and *no later* than **Monday, May 18, 2015.** Grantees must provide copies of all contracts/invoices at one time, as the Arts Commission will only make one grant award payment. Determination of exact grant amount will be made after receipt of all required financial documentation. Inconsistencies and incomplete grant award paperwork or tax information will delay grant payment.
- Submit Fiscal Year 2015 Final Report** directly through GO!EGOR by **Monday, September 14, 2015.**
- Maintain current profile and contact information** in GO!EGOR. Timely grant payment depends on complete and current contact information in GO!EGOR.
- Credit (with logos and credit lines) the funders of the awarded grant** per the instructions outlined in the enclosed document titled "Arizona Commission on the Arts Grant Credit and Publicity."
- Build public value for the arts in Arizona** by communicating the impact of your grant to Arizona State Legislators and the Governor-appointed Commissioners of the Arizona Commission on the Arts.
- Any change in project format, scope, expenditures or personnel** must be requested in writing, and be approved by the Arts Commission prior to the expenditure of grant award funds. If you need to request changes to your grant, contact Patrick Fanning, Arts Learning Coordinator, at [pfanning@azarts.gov](mailto:pfanning@azarts.gov), 602.771.6529.

*\*Maximum award is based on panel review ranking, available Arts Commission funding, and the submission of appropriate financial documentation. The Arts Commission receives its funding from the National Endowment for the Arts and the State of Arizona. This grant is made subject to the availability of those funds. If at any time during the fiscal year the Arizona State Legislature enters into session and reduces the Arts Commission's state funding, or if overall funding is reduced for any other reason, this grant may be reduced, canceled, and/or may be paid out in installments.*

*\*Artist Honorarium amount must be matched by grantee organization based on Funding Eligibility Scale in the Arts Learning Grant Guidelines: <http://www.azarts.gov/grants/organizations-and-schools/guides/>*

**Signature Required on Reverse Side of this Document →**

Amphitheater High School  
GRANT #: ALG00008

Sign to indicate that you have read, understood and agree to comply with the Grant Award Agreement and General Grant Conditions.

|   |                                |          |
|---|--------------------------------|----------|
| Patrick Nelson, Superintendent  | <i>Patrick Nelson</i>          | 10-28-14 |
| Authorizing Official Printed Name & Title                               | Authorizing Official Signature | Date     |
| 86-6000547  |                                |          |
| Taxpayer Identification Number (FEIN) or Social Security Number on file |                                |          |

Mail to: Arizona Commission on the Arts, 417 West Roosevelt Street, Phoenix Arizona, 85003  
Faxes, scans or emails will not be accepted.

Arts Commission Use Only

FY14 Final Report \_\_\_\_\_ W9 \_\_\_\_\_ Contracts \_\_\_\_\_

Project Director: Sonya Yount, 520-696-5462, syount@amphi.com  
Category: Arts Learning Project, School/School District, Project Title: Amphi Lead Guitar

**GRANTS PROJECT COORDINATION**

**PROJECT PROFILE**




\*Forms should be submitted to Cathy Eiting,

|  |  |
|--|--|
| <p><b>Working title:</b></p>   | <p>Lead Guitar Program (AZ Commission on the Arts)</p>   |
| <p><b>Target population:</b><br/><i>(Which schools, grades, staff, etc. are impacted?)</i></p>   | <p>Amphitheater High School - students in guitar classes.</p>  |
| <p><b>General problem addressed by the project:</b></p>  | <p>Student need increased access to guitar training and instruction.</p>   |
| <p><b>Project Synopsis:</b><br/><i>(Please also attach the proposal abstract or any additional clarifying information needed.)</i></p> | <p>Students in the guitar classes have the chance to work with instructors from the Lead Guitar program. This will be supported through a grant from the Arizona Commission on the Arts.</p> |
| <p><b>Source and amount of funding requested:</b></p>  | <p>\$2000</p> <p>COST REIMBURSEMENT GRANT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>   |
| <p><b>Funding will pay for:</b><br/><i>(People, equipment, materials, training, services, supplies, etc.)</i></p>                      | <p>Lead Guitar fee.</p>  |
| <p><b>District contribution(s):</b></p>  | <p>\$3000</p>  |
| <p><b>Potential partners &amp; their contributions:</b></p>  | <p>Arizona Commission on the Arts</p>  |
| <p><b>Sustainability plan:</b><br/><i>(Explain how the project will be sustained without committing district funds)</i></p>            | <p>Through additional grant money such as the 21<sup>st</sup> CCLC or fundraising.</p>   |
| <p><b>Principal/Department Authorization:</b></p>  | <p>_____</p> <p><i>Signature</i> <span style="margin-left: 200px;"><i>Name, printed</i></span> <span style="margin-left: 100px;"><i>Date</i></span></p>                                      |

*Mr E*

*JAN*

*Cathy Eiting 9-10-14*

|  |   |  |                              |
|--|---|--|------------------------------|
| <b>Submitted by:</b>   |  |  |                              |
|  | <i>Signature</i>  | <u>Jon Lamsa</u><br><i>Name, printed</i> | <u>9/4/14</u><br><i>Date</i> |
| <p>By signing this document, I acknowledge that purchases must follow the district's required bidding/purchasing process and will adhere to USFR* regulations and any other reporting requirements of the funder. <i>All fixtures, equipment and instructional materials (or other improvements) received under this grant will become the property of the Amphitheater School District and not the applicant.</i></p> |   |  |                              |
| <b>Phone &amp; Email:</b>  | 520-696-5372<br>jlamsa@amphitheater.edu   | <b>Date:</b>                             | 9/4/14                       |

\*USFR = Uniform System of Financial Records required by ADE and the Auditor General's office for bookkeeping & reporting methods on expenditures.

**UApresents  
Music Education Initiatives**

**IN-SCHOOLS SERVICES AGREEMENT**

This agreement is made and entered into on 07/31/2014 by and between Amphi High School (hereinafter "the School") and The Arizona Board of Regents on behalf of the University of Arizona/UApresents (hereinafter "UApresents").

Whereas the School seeks to provide arts education programs in collaboration with UApresents ('the Project'), now, therefore, the parties agree as follows:

**General Terms**

The Project will begin on 09/02/14 and continue through 05/19/15 unless otherwise terminated, rescheduled or extended by mutual agreement of the parties.

The Project will consist of the following arts education program(s):

**Lead Guitar**, to include 26 school day visits. These visits will include three hours of instruction each and will occur on most Thursdays throughout the school year on dates agreed upon by the School and UApresents. Instruction hours will include classroom instruction, private lessons and teacher training.

**1. Fees**

Total fees for the project will be \$6,000.00, six thousand dollars payable as follows:

First payment of \$1500.00 due on 10/14/2014  
Second payment of \$1500.00 due on 12/16/2014  
Third payment of \$1500.00 due on 03/10/2015  
Final payment of \$1500.00 due on 05/19/2015

Payments will be made by check payable to University of Arizona/UApresents. If payment cannot be made on time, the School agrees to notify UApresents prior to the due date. The parties will make best efforts to negotiate a new payment schedule or to adjust program content accordingly.

**2. Obligations of UApresents**

UApresents will provide personnel qualified to instruct students and School staff members for the Project described.

UApresents will provide textbooks, musical scores, evaluation and testing materials, teachers' guides and other required materials in digital form.

UApresents will provide phone support, on-line support and video lessons for teachers.

UApresents will organize and facilitate one concert for students performed by UApresents teaching staff at the School.

UApresents will co-organize and co-facilitate at least one student performance with and at the School.

UApresents will organize, facilitate and host four one-hour private lessons for the School's guitar class teacher of record.

UApresents will organize, facilitate and host at least eight hours of continuing education workshops in guitar pedagogy on the campus of the University of Arizona as part of Lead Guitar's Annual Summer Teachers Workshop.

UApresents will organize, facilitate and host a Gala concert near the end of the school year in which excellent students in the School's guitar classes will be invited to perform in Holsclaw Hall on the campus of the University of Arizona.

UApresents will organize, facilitate and host at least two master classes with touring concert guitarists which teachers, parents and students from the School can observe or in which they can participate.

### **3. Obligations of the School**

The School will provide UApresents with name and contact information for the staff member primarily responsible for the Project's implementation.

The School will ensure that it has completed all of the paperwork required by its district, including but not limited to purchase orders (POs), before the project start date listed above. The School also understands that any late starts as a result of a failure to complete their district's paper work may result in lost instruction days at School's expense.

The School will ensure that certified teachers participate with UApresents staff during all class times.

The School will inform UA presents of its policies concerning discipline, health and safety or any other policies relevant to the operation of the Project.

The School will be responsible for the duplication, storage and distribution of course materials and other supplies required by UApresents.

The School will provide an appropriate space for the designated programs.

The School will provide instruments and music stands as required.

### **4. Public communications**

Public communications, to include printed materials, press releases and other communications with the media, concerning this agreement and its implementation require the approval of both parties.

## 5. Force Majeure

The obligation of either party to perform any acts hereunder shall be suspended during the period such performance is prevented by acts of God, war, riot; invasion, fire; accident; strike or walk-out; government interference, regulation, appropriation or rationing; or by inability to secure goods because of the foregoing conditions.

## 6. Liability coverage

The School will maintain appropriate insurance coverage to protect UApresents from liability which may result from the operation of this Project. The School agrees to take responsibility for any liability resulting from the acts and omissions of its officers, agents and employees acting within the scope and course of their official duties.

## 7. Authority

Both parties hereby certify that they have the right, power and authority to enter into this Agreement and agree to be bound by its terms.

## 8. Notices

Notices to School and UApresents shall be in writing, sent by hand, by fax, by certified or registered mail, return receipt requested or by Federal Express. Express Mail or other overnight delivery services that provides a receipt to the sender, addressed as follows:

|   |  |   |
|---|--|---|
| Amphi High School                                     | Mail to:   | With a copy to:   |
| Amphi High School<br>125 W. Yavapai Rd.<br>Tucson, AZ | Office of Research<br>and Contracts Analysis<br>888 N. Euclid Ave., Rm. 515<br>Tucson, AZ 85721-0158 | UA PRESENTS<br>888 N. Euclid, Room 203<br>P.O. Box 210158<br>Tucson, AZ 85721 |
| Attention Jon Lansa, Principal                        | Attention: Director  | Attention: Brad Richter   |

## 9. Invalidity

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid. Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

## 10. Non-discrimination

The Parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.



### **11. Conflicts of Interest**

This Agreement is subject to cancellation pursuant to the provisions of A.R.S § 38-511 regarding Conflict of Interest.

### **12. Inspection and Audit**

School agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, UApresents agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214.

### **13. Copyright Usage**

The School acknowledges that any physical work product generated and any sound or visual recordings made in the course of the project are the sole and exclusive property of the University of Arizona. The School waives any and all claims of whatever kind and character including any claim of patent, copyright, or other legal interest in and to such property. Further, it is agreed that if the likeness of any individual's person or voice is to be a part of any artistic production developed in conjunction with this project, both parties will ensure that the individual has signed a release authorizing use of his or her likeness or voice.

### **14. Sudan and Iran Scrutinized Business Operations**

Pursuant to A.R.S. §§ 35-391.06(A) and 35-393.06(B), the School certifies that it does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in ARS §§ 35-391(15) and 35-393(12) respectively.

### **15. Arbitration**

In the event of a dispute hereunder that involves the sum of Fifty Thousand Dollars (\$50,000) or less, in money damages only, exclusive of interest, costs and attorneys' fees, the parties agree that such dispute shall be resolved by arbitration pursuant to the Revised Uniform Arbitration Act, A.R.S §12-3001 et seq. (the "Act"), whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. The decision of the arbitrator(s) shall be final and enforceable.

### **16. Non-appropriation**

The Parties acknowledge that performance by The Arizona Board of Regents for and on behalf of the University of Arizona may be limited by the failure of the legislature of the State of Arizona to appropriate adequate funds for such performance. Should the Legislature fail to

appropriate such funds, or should the University of Arizona's appropriation be reduced during the fiscal year, then it may reduce the scope of this Agreement if appropriate or cancel it without obligation.

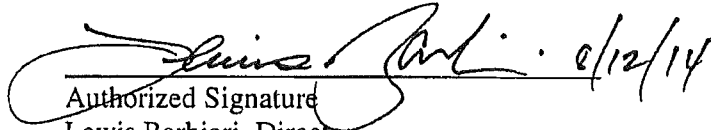
**17. Law to Govern**

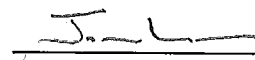
This Contract is made under and shall be interpreted according to Arizona law.

IN WITNESS WHEREOF, the parties hereunder have caused this License to be executed on the date first above written.

ARIZONA BOARD OF REGENTS ON BEHALF  
OF THE UNIVERSITY OF ARIZONA

Amphi High School

  
\_\_\_\_\_  
Authorized Signature  
Lewis Barbieri, Director  
Office of Research and Contract Analysis

 8/22/14  
\_\_\_\_\_  
Jon Lansa,  
Principal