



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: June 7, 2022

* - Mandatory, information must be provided

or Procurement Director Award:

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

Tucson Unified School District

***Project Title/Description:**

Pima Early Education Program

***Purpose:**

To increase the funding, change the number of new high-quality preschool classes at District, change the funding source from the Pima County General Funds to the City of Tucson grant, and adjust the income eligibility guidelines for to allow families with incomes up to 300% of the Federal Poverty Level to be eligible for full or partial assistance.

***Procurement Method:**

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

***Program Goals/Predicted Outcomes:**

To increase the number of 3-5 year old children from income eligible families attending high quality preschools in Pima County. To increase the number and capacity of preschools recognized by the State as high quality.

***Public Benefit:**

A wealth of data shows that investing in high quality preschool, especially for economically disadvantaged, minority and dual language children, provides short-term and lasting benefits to children, families, schools, employers, taxpayers and the community.

***Metrics Available to Measure Performance:**

Number of children enrolled, demographics of children, quality rating of classes, and satisfaction surveys.

***Retroactive:**

Yes. The City of Tucson PEEPs grant covers funding for previous months due to changing the funding source from Pima County General Funds to the City of Tucson PEEPs grant. This change will improve accounting transparency for City of Tucson PEEPs grant funded classes versus Pima County funded classes.

GMI Approves
AF 5/20/22

TO: COB 5-25-2022 (1)
Vers: 7
pgs: 8

MAY24 2:22PM 0138 PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
Expense Amount \$ _____ Revenue Amount: \$ _____

*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: CT Department Code: CR Contract Number (i.e., 15-123): 21-429
Amendment No.: 01 AMS Version No.: 7
Commencement Date: 8/01/21 New Termination Date: 5/31/2024
Prior Contract No. (Synergen/CMS): _____
Expense Revenue Increase Decrease
Amount This Amendment: \$ 1,021,528.00

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: City of Tucson grant

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

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: Nicole Scott
Department: Community and Workforce Development

Telephone: 724-2696

Department Director Signature: [Signature]
Deputy County Administrator Signature: [Signature]
County Administrator Signature: [Signature]

Date: 5/20/2022
Date: 22 May 2022
Date: 5/24/2022

Pima County Community & Workforce Development Department

Program: Pima Early Education Program

IGA: Tucson Unified School District

Amount: \$3,133,528.00

IGA No: CT-CR-21-429

Funding: City of Tucson Grant

Contract Amendment No.: 01

Orig. Contract Term: 08/01/2021-05/31/2023	Orig. Amount:	\$2,112,000.00
Termination Date Prior Amendment: N/A	Prior Amendment Amount:	\$0.00
Termination Date This Amendment: 05/31/2024	This Amendment Amount:	\$1,021,528.00
	Revised Total Amount:	\$3,133,528.00

AMENDMENT ONE

1. Background and Purpose.

1.1. Background. On May 18, 2021, Pima County ("County") and Tucson Unified School District ("District"), entered into the above-referenced Intergovernmental Agreement ("Agreement") to provide high quality preschool classes at District sites without cost to low-income families. County determined that funding preschool expansion for low-income families that wish to enroll their preschool-age children in high quality preschools will improve the economic health and welfare of those children, their parents, employers, and taxpayers.

1.2. Purpose. As stated in the Agreement's purpose, the intent of the Agreement was to increase the number of high quality preschool classes at District sites without cost to low-income families. The Parties want to increase the funding, change the number of new high-quality preschool classes at District and change the funding source from the Pima County General Funds to the City of Tucson grant. The Parties further want to adjust the income eligibility guidelines for to allow families with incomes up to 300% of the Federal Poverty Level to be eligible for full or partial assistance.

2. Term. The parties agree to change the termination date in Section 2.0 from May 31, 2023 to May 31, 2024.

3. Party Responsibilities.

3.1. Exhibit A Section 1. Family Eligibility is amended to replace 200% with 300%.

3.2. Exhibit A Section 3, Program Locations, is replaced in its entirety with the following:

Program Locations: District shall provide the Program at the following locations:

3.1 For School Year 2021-22:

Schumaker Infant & Early Learning Center: 501 N. Maguire Ave., Tucson 85710 – 1 class

Kellond Elementary: 6606 E. Lehigh Dr., Tucson 85710 – 1 class

Vesey Elementary: 5005 S. Butts Rd., Tucson 85757 – 1 class

Robins Elementary: 3939 N. Magnetite Ln., Tucson 85746 – 1 class

3.2 For School Year 2022-23:

Ford Elementary: 8001 S. Stella Rd., Tucson 85730 – 1 class

Kellond Elementary: 6606 E. Lehigh Dr., Tucson 85710 – 2 classes

Vesey Elementary: 5005 S. Butts Rd., Tucson 85757 – 1 class

Robins Elementary: 3939 N. Magnetite Ln., Tucson 85746 – 1 class

Warren Elementary: 3505 W. Milton Rd., Tucson 85746 – 1 class

Borton Elementary: 700 E. 22nd St., Tucson 85713 – 1 class

Cavett Elementary: 2120 E Naco Vista, Tucson 85713 – 1 class

3.3 For School Year 2023-24:

Ford Elementary: 8001 S. Stella Rd., Tucson 85730 – 1 class

Kellond Elementary: 6606 E. Lehigh Dr., Tucson 85710 – 2 classes

Vesey Elementary: 5005 S Butts Rd., Tucson 85757 – 1 class

Robins Elementary: 3939 N. Magnetite Ln., Tucson 85746 – 1 class

Warren Elementary: 3505 W. Milton Rd., Tucson 85746 – 1 class

Borton Elementary: 700 E. 22nd St., Tucson 85713 – 1 class

Cavett Elementary: 2120 E Naco Vista, Tucson 85713 – 1 class

3.3. Exhibit A Section 4.1 is replaced in its entirety with the following:

- 4.1 Make a good faith effort to commence operation of new preschool classes of up to 18-20 children each, dependent on age, by August 31 of each school year.

3.4. Exhibit A Section 4.5 is replaced in its entirety with the following:

- 4.5 For families with incomes at or below 165% of the Federal Poverty Level, (1) enroll child in class, (2) require family to apply for a DES childcare subsidy, (3) provide the family with information about how to apply for a DES childcare subsidy, (4) require the family to notify District within 60 days of status of application, (5) if

family is approved, family must accept the subsidy and provide approval letter to District and District shall bill DES for that child and reflect DES monthly billing amount on County invoice, and (6) if family is denied, family must provide denial letter to District and child remains enrolled in class. This section only applies for School Years 2022-23 and 2023-24.

3.5 Exhibit A Section 4 is amended to add the following:

- 4.12 For families with incomes between 201% and 250% of the Federal Poverty Level, District will charge families 25% of the standard District tuition rate for preschool. For families with incomes between 251% and 300% of the Federal Poverty Level, District will charge families 50% of the standard District tuition rate for preschool.

4. Financing.

- 4.1. The maximum allocated amount in Section 7.1 is increased by \$1,021,528.00. County's total payments to District under this Agreement will not exceed \$3,133,528.00. County shall notify District by April 30, 2023 of County's ability to fund additional Program Services in Fiscal Year 2024.

- 4.2. Section 7.2 is deleted in its entirety and replaced as follows:

7.2. County will pay District a per-class base reimbursement rate.

7.2.1. For School Year 2021-22: Up to \$132,000 per 20-child class per 10-month program (4-year-old class, including 5 year olds not eligible for Kindergarten), and up to \$118,800 per 18 child class per 10-month program (3-year-old class or mixed 3-5 year olds not eligible for Kindergarten). These rates are based on the following per child amounts to be paid by County: \$6,600 per child per 10-month program. Because the total cost per child is estimated at \$8,350, District will make an in-kind contribution of \$1,750 per child in addition to the \$6,600 per child paid by County.

7.2.2. For School Year 2022-23 and 2023-23: Up to \$172,828.00 per 20-child class per 10-month program (4-year-old class, including 5 year olds not eligible for Kindergarten), and up to \$155,545.20 per 18-child class per 10-month program (3-year-old class or mixed 3-5 year olds not eligible for Kindergarten). These rates are based on the following per child amounts to be paid by County: \$8,641.40 per child per 10-month program. Because the total cost per child is estimated at \$10,391.40, District will make an in-kind contribution of \$1,750 per child in addition to the \$8,641.40 per child paid by County.

7.2.3. Within 60 days of execution of this Amendment No. 01, District is required to submit a plan for how District will spend additional funds for reimbursement as stated above in 4.2. The one to two-page narrative plan must include how District will spend the additional funds on (A) increasing teacher and teacher assistant wages or other forms of compensation and/or (B) improving the quality of classes. County will be flexible in considering and approving plans, with final approval due 90 days after execution of this Amendment No. 01.

4.3. Section 7.4 is deleted in its entirety and replaced as follows:

- 7.4. The rates paid by County to District, including the in-kind contribution by District, are intended to cover the cost of providing new high quality preschool class(es) as defined in **Exhibit A**, Program Services. Allowable expenses include all costs associated with setting up and operating the new class(es), including indoor and outdoor environments, as well as expenses related to improving quality. Expenses listed in Section 7.5 as funded by District's in-kind contributions are not allowable expenses. District shall not charge fees to eligible families with incomes at or below 200% of the Federal Poverty level for children to attend these classes. District shall charge 25% of the standard tuition rate for families with incomes between 201% and 250% of the Federal Poverty Level, and 50% of the standard tuition rate for families with incomes between 251% and 300% of the Federal Poverty Level. District may charge fees for before or after preschool care, regardless of family income.

4.4. Paragraph 7.5 is deleted in its entirety and replaced as follows:

- 7.5. The rates paid by County account for District's in-kind contributions to this program including classroom space, utility costs, custodian services, security, and administrative overhead (Human Resources, Information Technology, payroll processing, etc.), valued at approximately \$1,750 per 10-month program per child.

4.5. Paragraph 7.6 is deleted in its entirety and replaced with the following:

7.6 Invoices and Performance Reports.

- 7.6.1 District will submit invoices and performance reports to County on a monthly basis as set forth in **Exhibit B-1** (1 page). County must receive invoices no more than 30 days after the end of the billing period in which District delivered the invoiced services to County.
- 7.6.2 Content of Invoices and Performance Reports. Each monthly request for reimbursement must be completed on a form provided by County similar to the form in **Exhibit B-1**. It must include a unique invoice identifier and this Agreement number. The person(s) that prepared the invoice and an authorized manager, supervisor or executive of District must approve and sign each invoice to insure proper internal financial controls. The invoice must include (1) number of new classes in operation under this Agreement multiplied by the per class base reimbursement rate for that age group and divided by 10, (2) the dollar amount of the other financial assistance received by the school district that month for the children in the class(es), (3) the dollar amount received by the school district that month for private-pay children in the class(es) including dollar amount charged for children between 201% to 300% of the Federal Poverty level, and (4) the total reimbursable amount for that month. The performance report must include (1) the total number of children enrolled per class for that month as of the last day of the month, (2) number of children receiving other financial

assistance that month to attend class(es), (3) number of children funded under private pay to attend class(es), (4) number of children served between 201% to 300% of the Federal Poverty level, and (5) report race/ethnicity per child quarterly. County may refuse to pay for any service for which District does not timely invoice the County.

7.6.2 District must provide the following documentation with each invoice:

7.6.2.1 Copies of timesheets that account for 100% of each employee's time and effort, that are signed by the employee and by a supervisor with direct knowledge of the employee's work effort for all personnel expenditures.

7.6.2.2 Copies of DES childcare subsidy billing forms, Quality First scholarship billing forms, or private pay billing forms, if applicable for that month.

7.6.2.3 Any other documentation requested by County.

4.6. Paragraph 7.7 deleted in its entirety and replaced with the following:

7.7 Because of continuing impacts from the COVID-19 public health emergency, County will reimburse District at the per class base reimbursement rate regardless of enrollment, less other financial assistance, and less private pay received for children in the class(es).

4.7. Exhibit C is replaced with the attached revised Exhibit C.

5. **Counterparts.** This Amendment No. 01 may be executed in any number of counterparts, each counterpart is considered an original, and together the counterparts constitute one and the same instrument.

All other provisions of the Agreement not specifically changed by this Amendment remain in effect and are binding upon the parties.

SIGNATURE PAGE TO FOLLOW

PIMA COUNTY:

DISTRICT:

Chair, Board of Supervisors

President, TUSD Governing Board

ATTEST

ATTEST

Clerk of the Board

Clerk, TUSD Governing Board

Approval

The foregoing Intergovernmental Agreement between County and District has been reviewed by the undersigned and is hereby approved as to content.


Jan Leshner, Pima County Administrator

Intergovernmental Agreement Determination

The foregoing Intergovernmental Agreement between County and the District has been reviewed by the undersigned, each of whom 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 the party he or she represents.

PIMA COUNTY:

DISTRICT



May 19, 2022
Deputy County Attorney

General Council

EXHIBIT B-1 (1 page)

District will submit monthly financial reports for reimbursement using the following reporting template provided in excel format by Pima County:

PIMA COUNTY INVOICE AND PERFORMANCE REPORT
Pima County Department of Community & Workforce Development-City of Tucson Grant

Invoice and Performance Report for the Month of _____ 2021

PLEASE PRINT OR TYPE

COMMUNITY & WORKFORCE DEVELOPMENT
 Agency Name: Community & Workforce Development
 Agency Address: 2357 E. Main Ave
 Tucson, AZ 85713
 POC: [Name]
 Phone: [Number]
 Email: [Address]

REPORT DATE: _____
 REPORTING PERIOD: _____
 REPORTING PERIOD END DATE: _____
 REPORTING PERIOD START DATE: _____
 REPORTING PERIOD MONTH: _____

APPROVED BUDGET & EXPENSE DETAILS (07/01/21 - 06/30/22)

MONTH	APR-21	MAY-21	JUN-21	JUL-21	AUG-21	SEP-21	OCT-21	NOV-21	DEC-21	JAN-22	FEB-22	MAR-22	APR-22	MAY-22	JUN-22	TOTAL TO DATE	BALANCE
APPROVED BUDGET																	
EXPENSES																	
Number of Children in Out-of-Household Care																	
Number of Children in Out-of-Household Care - Foster Care																	
Number of Children in Out-of-Household Care - Residential Treatment Centers																	
Number of Children in Out-of-Household Care - Residential Treatment Centers - Residential Treatment Centers																	
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Number of Children in Out-of-Household Care - Residential Treatment Centers - Residential Treatment Centers - Residential Treatment Centers - Residential Treatment Centers - Residential Treatment Centers																	
TOTAL CONTRACT EXPENSES																	

PERFORMANCE REPORT (07/01/21 - 06/30/22)

MONTH	APR-21	MAY-21	JUN-21	JUL-21	AUG-21	SEP-21	OCT-21	NOV-21	DEC-21	JAN-22	FEB-22	MAR-22	APR-22	MAY-22	JUN-22	TOTAL TO DATE	BALANCE
Number of Children in Out-of-Household Care																	
Number of Children in Out-of-Household Care - Foster Care																	
Number of Children in Out-of-Household Care - Residential Treatment Centers																	
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Number of Children in Out-of-Household Care - Residential Treatment Centers - Residential Treatment Centers - Residential Treatment Centers - Residential Treatment Centers - Residential Treatment Centers																	
TOTAL CONTRACT EXPENSES																	

1. Copies of this report shall be submitted to the following:

2. Copies of this report shall be submitted to the following:

3. Copies of this report shall be submitted to the following:

4. Copies of this report shall be submitted to the following:

5. Copies of this report shall be submitted to the following:

6. Copies of this report shall be submitted to the following:

7. Copies of this report shall be submitted to the following:

8. Copies of this report shall be submitted to the following:

9. Copies of this report shall be submitted to the following:

10. Copies of this report shall be submitted to the following:

END OF EXHIBIT B-1

Exhibit C
Draft Family Award Notification Letter
(Final to be drafted with School District and provided in English and Spanish)
Pima Early Education Program

Thank you for enrolling your child in a high quality preschool class! This class is funded by Pima County and your school district, as part of the Pima Early Education Program (PEEP). The PEEP mission is built on research which shows that children who attend high quality preschool programs are better prepared for kindergarten. There are long term benefits, too: Children are more likely to graduate high school, have higher incomes, and have better health. High quality preschool benefits not only children, but also families, schools and our community as a whole. Congratulations on your decision to participate!

[District] has confirmed that your child is age and income eligible to attend this class.

The following section is to be completed by School Personnel, with a copy provided to parents/guardians, Pima County, and kept on file by the School.

Today's Date _____

Name of Child _____

Anticipated date child will start preschool _____

Child is age eligible for this class? Yes or No

Circle the family income on the chart below.
[chart to be include in final letter]

Circle one of the following based on the above chart:

1. Child's family income is zero to 165% of the Federal Poverty level.
Enroll child in class and child is allowed to attend for free. Child's family is required to apply for a DES Child Care subsidy, accept the subsidy if awarded and provide award letter to school. If denied, denial letter shall be provided to school and child remains enrolled in class. School may only charge for before or after care.
2. Child's family income is 166% to 200% or below the Federal Poverty Level and child is allowed to attend for free. School may only charge for before or after care.
3. Child's family income is 201% to 250% below the Federal Poverty Level.
School must charge family 25% of standard school tuition. School may also charge for before or after care.
4. Child's family income is 251% to 300% below the Federal Poverty Level.
School must charge family 50% of standard school tuition. School may also charge for before or after care.

School District Name _____

School Name _____

School Address _____

Form completed by – please print and sign

Date

Contact Phone number

END OF EXHIBIT C