



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: May 3, 2022

\* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Sunnyside Unified School District 12 dba Sunnyside Unified School District

\*Project Title/Description:

Pima Early Education Program

\*Purpose:

To increase the funding without cost to income eligible families, extend the term, correct the number of classes, and change the funding source from Pima County General Funds to City of Tucson grant.

\*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:

No.

TO: COB 4-20-22 0  
VER: 7  
PGS: 7

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**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): 21-430

Amendment No.: 01 AMS Version No.: 07

Commencement Date: 8/01/2021 New Termination Date: 5/31/2024

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease

Amount This Amendment: \$ 400,912

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)

☐ 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: Nicole Scott

Department: Community and Workforce Development

Telephone: 724-2696

Department Director Signature: \_\_\_\_\_ Date: 4/19/2022

Deputy County Administrator Signature: \_\_\_\_\_ Date: 4/19/2022

County Administrator Signature: \_\_\_\_\_ Date: 4/20/2022

**Pima County Community & Workforce Development Department**

**Program:** Pima Early Education Program

**IGA:** Sunnyside Unified School District 12 *dba* Sunnyside Unified School District

**Amount:** \$928,912

**IGA No:** CT-CR-21-430

**Funding:** City of Tucson Grant

**Contract Amendment No.:** 01

<b>Orig. Contract Term:</b> 08/01/2021-05/31/2023	<b>Orig. Amount:</b>	\$528,000.00
<b>Termination Date Prior Amendment:</b> N/A	<b>Prior Amendment Amount:</b>	\$0.00
<b>Termination Date This Amendment:</b> 05/31/2024	<b>This Amendment Amount:</b>	\$400,912.00
	<b>Revised Total Amount:</b>	\$928,912.00

**AMENDMENT ONE**

**1. Background and Purpose.**

**1.1. Background.** On May 18, 2021, Pima County ("County") and Sunnyside Unified School District ("District"), entered into the above-referenced Intergovernmental Agreement ("Agreement") to provide a high quality preschool classes at a District site 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.** The Parties want to increase the funding without cost to low-income families, correct the number of classes, and change the funding source from the Pima County General Funds to the City of Tucson grant.

**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 3.1, Program Locations,** is replaced in its entirety with the following:

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

3.1 Ocotillo Early Learning Center, 5702 S. Campbell Ave., Tucson AZ 85706, 2 classes

**3.2. 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.

**3.3. 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.

**4. Financing.**

- 4.1.** The maximum allocated amount in Section 7.1 is increased by \$400,912.00. County's total payments to District under this Agreement will not exceed \$928,912.00. County shall notify District by April 30, 2023 of County's ability to fund additional Program Services in Fiscal Year 2024.

**4.2.** Paragraph 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 the County: \$6,600 per child per 10-month program. Because the total cost per child is estimated at \$8,350, the parties understand that the District is making an in-kind contribution of \$1,750 per child in addition to the \$6,600 per child paid by the County.

**7.2.2.** For School Year 2022-23 and 2023-24: 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 the County: \$8,641.40 per child per 10-month program. Because the total cost per child is estimated at \$10,391.40, the parties understand that the District is making an in-kind contribution of \$1,750 per child in addition to the \$8,641.40 per child paid by the 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 7.2.2. 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. The County will be flexible in considering and approving plans, with final approval due 90 days after execution of this Amendment No. 01.

**4.3. Paragraph 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 fully 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 paragraph 7.5 of the fully executed Agreement (May 18, 2021) as funded by the District's in-kind contributions are not allowable expenses. Districts shall not charge eligible families any fees. District may only charge fees for before or after preschool care.

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

**7.6 Timing of Invoices.**

**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 the 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 the 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), 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), and (4) 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.**

**4.5. Paragraph 7.7 is 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).**

**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 IGA 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

\_\_\_\_\_  
Governing Board President

**ATTEST**

**ATTEST**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Governing Board Clerk

**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**



April 18, 2022

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
General Council

**District will submit monthly financial reports for reimbursement using the following reporting template:**

**Pinna County Department of Community & Workforce Development-City of Tucson Grant**

**Invoice and Performance Report For The Month Of \_\_\_\_\_, 2022**

PLEASE SEND INVOICE TO THE ATTORNEY AGENCY INVOICE INFORMATION

Community & Violence Development Attn: Nicole Scott 2797 E. Ave W Tucson, AZ 85713 CLAR FISCAL@tucsonaz.gov	School District: Name Attn: Agency Address City, State, Zip Code
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**FEDERAL FUNDING INFORMATION**

**REPORT DATE**

**PROGRAM NAME** PEEP School District Expansion Classes

REPORT ● CFDA ●

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

[illegible]

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

[illegible]

Documentation to be submitted with each monthly invoice:

2. Effects of PEG chains on the stability of the emulsion system. PEG chains are critical to the stability of the emulsion system. The effect of PEG chains on the stability of the emulsion system was studied by measuring the stability of the emulsion system over time and effect of PEG chains on the stability of the emulsion system.

the help of an employer, a source of income, or private pay billing facility, if applicable for that month.

By signing this report, I certify that to the best of my knowledge: (1) the information reported represents actual receipts and actual expenditures which have been incurred in accordance with the agreement for management and implementation of the controlled program and are based on official accounting records and supporting documents which will be maintained by us for purposes of audit; and (2) the report is true, correct, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I also swear that any false, fraudulent, or

**REQUIRED SUBSCRIBER SIGNATURES:**

**Agency Preparer Signature - please print & sign**

**En**

**Contact Phone Number**

Date and for corrections initials

FURNISH COUNTY USE ONLY

Date received &amp; submitted for parent/initials

**Agencies Authorized Approver Signature - please print & sign**



**END OF EXHIBIT B-1**