



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 12/03/2024

* = Mandatory, information must be provided

or Procurement Director Award:

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

United Way of Tucson and Southern Arizona

***Project Title/Description:**

The STEAMAZing Project at Pima County School Superintendent’s Office First Things First Professional Development Strategy.

***Purpose:**

The Arizona Early Childhood Development and Health Board (“First Things First”) has contracted with United Way to serve as the administrative home for FTF Professional Development Strategy, a First Things First-funded grant program. The purpose of this Agreement is to specify the responsibilities and procedures for Pima County School Superintendent’s Office role in administering specific activities related to the FTF Professional Development Strategy via the STEAMAZing Project at Pima County School Superintendent’s Office.

***Procurement Method:**

The grant award was reviewed and signed by PCAO.

***Program Goals/Predicted Outcomes:**

The STEAMAZING Project will strengthen a Community of Practice that will focus on providing developmentally appropriate practice for engaging our youngest learners, using science, technology, engineering, art, and math while building rich and deep connections to other subject areas, provide monthly in-person on-site coaching for cohort members, provide one professional development goal setting sessions, follow United Way of Tucson and Southern Arizona’s and First Things First’s directions for implementing a Community of Practice and the Requirements for Community of Practice Implementation, participate in evaluation and tracking activities as requested by United Way and First Things First, participate in program and project evaluation activities, and, identify, locate, and coordinate other professional development opportunities within the regions, including other conference and professional development opportunities, and referral to funded and unfunded First Things First professional development programs when applicable.

***Public Benefit:**

United Way’s mission is to build a thriving community by uniting people, ideas and resources. United Way is committed to helping improve early childhood education and the quality of child care in Arizona, and in particular Pima County, for the purposes of this program. First Things First is designed to meet the diverse needs of children and families in Arizona communities, and is an essential leader and partner in creating a family-centered, equitable, highquality early childhood system that supports the development, well-being, health and education of all Arizona’s children, birth to age 5. The STEAMAZing Project at Pima County School Superintendent’s Office has been a key part of operationalizing the First Things First professional development strategy in Pima County and Southern Arizona.

***Metrics Available to Measure Performance:**

The STEAMAZing Project at Pima County School Superintendent’s Office shall ensure that the best effort is made to meet the Contracted Service Units (CSUs) established by First Things First and agreed upon in this Contract. The CSUs for the Subgrantee include 45 early care and education practitioners, 33 in Pima North and 12 in Pima South, served through the Professional Development Communities of Practice. The STEAMAZing Project will additionally provide quarterly program narrative reports, along with monthly data reports regarding program attendance, coaching log, and success stories. The Project will cooperate with First Things First evaluation requirements, and will participate in data collection and reporting activities by tracking and reporting data pertaining to attendance, enrollment, and demographic information.

***Retroactive:**

Yes. The office has been working with Pima County Grants Management & Innovation Department to support the process to accept this award. The office has a long standing relationship with United Way, and has partnered with them in support of this program for many years. Should this award not be accepted, there would be a negative impact on the ability of the School Superintendent’s Office to support this work in the current year, and could negatively impact future partnership efforts with United Way of Tucson and Southern Arizona.

GMI approves
11/26/2024
KBN

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: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

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

Amount This Amendment: \$ _____

*Funding Source(s) required: _____

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

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Grant Department Code: SS Grant Number (i.e., 15-123): 80840
Commencement Date: 7/01/2024 Termination Date: 6/30/2025 Amendment Number: N/A
Match Amount: \$ N/A Revenue Amount: \$ 44,000

*All Funding Source(s) required: United Way of Tucson and Southern Arizona

*Match funding from General Fund? Yes No If Yes \$ N/A % N/A

*Match funding from other sources? Yes No If Yes \$ N/A % N/A

*Funding Source: N/A

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
N/A

Contact: Peter Laing

Department: Pima County School Superintendent's Office

Telephone: 520-724-8997

Department Director Signature: _____ Date: 11/25/2024

Deputy County Administrator Signature: _____ Date: 11/25/2024

County Administrator Signature: _____ Date: 11/26/2024

SUBGRANTEE AGREEMENT 2024-2025

**Between
United Way of Tucson and Southern Arizona
And
The STEAMAZing Project at Pima County School Superintendent's Office
First Things First Professional Development Strategy**

Contract #: FTF-MULTI-24-0815-02

This Subgrantee Agreement ("Agreement" or "Contract"), effective as of the date of the last signature below, is by and between United Way of Tucson and Southern Arizona ("United Way"), a non-profit corporation, located at 330 N. Commerce Park Loop, Suite 200, Tucson, Arizona 85745 and Pima County on behalf of the STEAMAZing Project at the Pima County School Superintendent's Office ("Subgrantee") located at 200 N. Stone Ave., Tucson, Arizona, 85701.

RECITALS

- A. A.R.S. Title 8, Chapter 13 charges the Arizona Early Childhood Development and Health Board (hereinafter referred to as "First Things First" or "FTF") with the responsibility of administering funds.
- B. First Things First has contracted with United Way to serve as the administrative home for FTF Professional Development Strategy, a First Things First-funded grant program ("Program"), and to provide funding for services under the terms of the Provider Agreement signed on June 11, 2024.
- C. United Way's mission is to build a thriving community by uniting people, ideas and resources. United Way is committed to helping improve early childhood education and the quality of child care in Arizona.
- D. United Way supports children's programs by overseeing the services described herein.
- E. United Way wishes to engage Subgrantee, and Subgrantee is willing to conduct certain activities related to the management of the Program.
- F. The parties now wish to formalize the terms of their relationship with regard to the Program.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for Subgrantee's role in administering specific activities related to FTF Professional Development Strategy, a First Things First-funded grant program.

II. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement is July 1, 2024 through June 30, 2025, unless terminated, cancelled or renewed as otherwise provided herein.

III. DESCRIPTION OF SERVICES

Subgrantee shall provide services as approved and summarized below through direct implementation to conduct the activities below.

- A. Strengthen a Community of Practice that will focus on providing developmentally appropriate practice for engaging our youngest learners, using science, technology, engineering, art, and math while building rich and deep connections to other subject areas.
- B. Ensure all members have a profile in the Arizona Workforce Registry.
- C. Facilitate a minimum of nine cohort Community of Practice (CoP) sessions.
- D. Provide two hours of monthly in-person on-site coaching for cohort members.
- E. Provide one Professional Development goal setting session for cohort members in addition to the minimum number of CoP sessions. Assist member in entering goal into the Arizona Workforce Registry.
- F. Follow United Way of Tucson and Southern Arizona's and First Things First's directions for implementing a Community of Practice and the Requirements for Community of Practice Implementation as stated in the FY23 Request for Grant Application:
 - 1. Adhere to the First Things First Professional Development for Early Care and Education Practitioners (PDECEP) Standards of Practice.
 - 2. Incorporate activities pertaining to learning about the intent, content, and relationships between and among Developmentally Appropriate Practice; the Arizona Early Learning Standards; Infant-Toddler Developmental Guidelines; Program Guidelines for High Quality Early Education: Birth through Kindergarten; Systems Thinking; and Anti-bias Education.
 - 3. Ensure that Members are committed members of a Community of Practice. All members must be an active and committed member of a Community of Practice in order to participate.
 - 4. Determine and implement outreach and recruitment practices to engage and retain members of the Communities of Practice.
- G. Coordinators shall follow United Way's requirements for implementing a Community of Practice.
 - 1. Participate in local early childhood professional organizations such as SAZAEYC and First Focus on Kids (FFK) when possible.
 - 2. Provide United Way with the dates, times and locations and virtual meeting links (Zoom, Google Meet, etc.) of the sessions for the Community of Practice by July 20, 2024, and provide updates as needed.
 - 3. Enter monthly attendance for all Community of Practice Sessions into the Arizona Early Childhood Workforce Registry.
 - 4. Include Great Expectations staff on general communication sent out to members, such as agendas, changes in meeting times/dates/locations, etc.
 - 5. Ensure that all cohort members receive invitations to grant-sponsored seminars, conferences, and other professional development opportunities related to the grant.
 - 6. Attend monthly United Way Coordinators' CoP sessions.
 - 7. Coordinate with Great Expectations staff to attend FTF regional council meetings when possible.
 - 8. Attend quarterly collaboration meetings organized by United Way with other professionals who interact with cohort members, such as Quality First coaches, behavioral health personnel, owners and/or directors of childcare centers, etc.
- J. Participate in evaluation and tracking activities as requested by United Way and First Things First by utilizing required forms/systems. Accurately input individual-level information on all cohort members and other participants as required. Obtain a signed consent form for all of the cohort members.
- K. Submit at least one monthly success story related to Community of Practice members and/or cross Community of Practice collaborations.
- L. Assist the evaluation consultants in requested evaluation and tracking info/activities.

- M. Participate in evaluation professional development opportunities related to consent administration, database management, and form completion.
- N. Identify, locate, and coordinate other professional development opportunities within the regions, including other conference and professional development opportunities, and referral to funded and unfunded First Things First professional development programs when applicable.
- O. All marketing materials such as flyers, brochures, banners, and other publications produced by the Subgrantee under this Contract will be produced in compliance with First Things First Branding Guide for Grant Partners and using approved First Things First logos. A copy of the Guide will be provided to Subgrantee during the Orientation for Fiscal Year 2025. Marketing materials will be submitted by the Subgrantee to United Way for FTF approval. United Way will notify the Subgrantee when marketing materials are approved or provide feedback on changes requested by FTF.

In providing these services, Subgrantee will follow the Scope of Work, the Standards of Practice and the Data Security, Submission and Suppression Guidelines and Requirements for Collaborators found in and/or referenced in the Request for Grant Application for this grant.

IV. PERFORMANCE UNDER THIS CONTRACT

- A. Throughout the term of this Contract, Subgrantee shall ensure that the best effort is made to meet the Contracted Service Units (CSUs) established by First Things First and agreed upon in this Contract. The CSUs for the Subgrantee include **45** early care and education practitioners, 33 in Pima North and 12 in Pima South, served through the Professional Development Communities of Practice.
- B. In case the Subgrantee fails to meet the above benchmarks during their designated periods of time, the CSUs will be renegotiated and realigned to another Professional Development subgrantee based on its successful performance. This realignment will be implemented through a formal written amendment signed and approved by and between the duly authorized representatives of the Subgrantee and United Way.

V. MONTHLY DATA REPORTING REQUIREMENTS

- A. Subgrantee shall comply with the following monthly reporting procedures and requirements:
 - 1. Data validity: It is the sole responsibility of the Subgrantee to verify the completeness, accuracy, and quality of the data submitted.
 - 2. Subgrantee will designate at least one individual to oversee the data collection, quality checking, and reporting of the required data points to United Way. Key responsibilities of this individual include:
 - Participation in trainings and meetings related to monthly reporting;
 - Providing guidance to Subgrantee staff involved in data collection and reporting;
 - Verification of reports for completeness, accuracy and quality before the reports are submitted to United Way, which may include activities such as checking for empty data fields, typos, and invalid or incorrect information.
 - Submission of reports to United Way by the 10th of each month.
 - If necessary, after submission responding to data clarifications from United Way in a timely manner. Changes made to Professional Development data as a result of clarifications should be incorporated into the following month's report.
 - Subgrantee agrees to collect and submit all data points required by First Things First and United Way.
 - 3. Subgrantee will utilize the reporting templates and tools provided by United Way, when applicable. United Way reserves the right to change reporting templates at any time.

United Way will notify the Subgrantee when such changes occur and will provide new templates to the Subgrantee.

4. All reported data must be de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 to protect the privacy of the program participants and the security of their health information.

VI. FINANCIAL DOCUMENTATION AND RECORD KEEPING

- A. United Way will pay Subgrantee the amount not to exceed the sum of **\$44,000** for the year as part of this Subgrantee Agreement. Approved Budget can be found as Attachment A to this agreement.
- B. Subgrantee will submit Monthly Reports of Expenditures to United Way by the 10th of each month for the previous month based on the previously approved budget and using the template provided by United Way.
- C. Subgrantee will submit budget modifications, if applicable, by the 5th of each month for the previous month, with no more than one budget modification per month.
- D. Subgrantee will submit the final budget modification, if applicable, by June 20, 2025.
- E. Subgrantee will submit the final Monthly Report of Expenditures to United Way within 25 days of the end of the fiscal year on July 25, 2025. Requests for reimbursement received later than 25 days after the end of the fiscal year will not be paid. The final Monthly Report of Expenditures submitted for this grant shall be marked "FINAL." The Subgrantee must pay, accrue or obligate expenses eligible for reimbursement before the Agreement term end date.
- F. Funds Management
 1. Subgrantee must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. Subgrantee must manage funds according to applicable federal and state regulations for administrative requirements, cost principles and audits. The Subgrantee shall maintain proper audit trails for all reports related to this Agreement.
 2. Subgrantee must maintain adequate business systems to comply with federal and state requirements. The business systems that must be maintained are:
 - Financial management
 - Procurement
 - Personnel
 - Property
 - Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.
 3. Subgrantee shall maintain records of all contracts, papers, correspondence, proofs of payment, ledgers, books, accounts and other information relating to the payments made by Subgrantee in connection with this Agreement for a period of five (5) years subsequent to the termination of this Agreement. United Way or its designees may inspect, examine, review, and make copies of such records at reasonable times during normal business hours.
 4. If the Subgrantee receives reimbursement for expenditures that are disallowed by an audit exception by United Way, the state or the federal government, or an independent auditor, the Subgrantee will promptly repay the funds to United Way.
 5. Capital Expenditures. Certain capital expenditures with a cost totaling \$20,000 or more may be subject to First Things First's Capital Expenditure Policy regarding construction, renovation, real property, and vehicles. This Capital Expenditure Policy (revision date December 2019) is incorporated by reference into this Agreement as if fully set forth herein.

- G. Subgrantee agrees to abide by all contract requirements set forth in United Way's contract with First Things First inclusive of all documents that make up that contract including the Request for Grant Proposal (RFGA), United Way's application in response to the RFGA, the Implementation Guide, and Letter of Award.
- H. Performance Standards. Subgrantee warrants that the services provided by it under this Agreement shall be performed in a professional manner consistent with industry standards. Subgrantee further warrants that it will use best efforts in performing the services required for the Program and that such Program services shall be provided in accordance with the terms of this Agreement. Subgrantee warrants that the Program and Subgrantee's operation of the Program shall comply with all applicable government laws and regulations. United Way may evaluate the services provided by Subgrantee and Subgrantee shall agree to cooperate in the evaluation of the Program services. Evaluation may assess the quality and impact of the Program services either in isolation or in comparison with other similar services and assess Subgrantee's progress and/ or success in achieving the service requirements set forth in this Agreement.
- I. The Subgrantee will only use funds awarded under this Agreement to fulfill the Subgrantee's responsibilities under this Agreement. Therefore, if the Subgrantee does not expend the full amount of the grant award for any reason, including due to completion of the work at a lower cost than budgeted or ending of the work before completion, the Subgrantee will only receive the amount of the grant award spent in accordance with the Agreement and will not receive the full original award. If the Subgrantee is under budget, the parties may amend the Agreement to increase the contracted service units to use the full amount of the original grant award.
- J. First Things First does not allow the use of gift cards or any other incentive mechanism that allows for the conversion of gifts to monetary value. For example, gift cards to grocery stores, Target, Walmart etc. will not be allowed as the gift cards allow for participants to purchase items such as tobacco, alcohol and other items not allowable under State law. If gift cards will be used as an incentive, they must be to specific stores where alcohol and tobacco cannot be purchased, such as Bookman's, KidsCenter, Goodwill Thrift Stores, Twice as Nice, etc.
- K. Records. Pursuant to A.R.S. §§ 8-1174 and 35-214, the Subgrantee will retain and will contractually require each subcontractor and subgrantee to retain all books, accounts, reports, files and other records ("records") relating to the Agreement for a period of five years after the completion of the Agreement. All records will be subject to inspection and audit by United Way and by an independent auditor at all reasonable times. Upon request, the Subgrantee will produce the records at United Way offices in Tucson, Arizona.

VII. FINANCIAL AUDIT

- A. Subgrantee agrees to terms specified in A.R.S. § 35-214 and § 35-215. In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act of 1996 (P.L. 104 to 156), Subgrantee must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Uniform Guidance ("Audits of States, Local Government and Non-profit Organizations") if Subgrantee expends more than \$750,000 from federal awards.
- B. Nonprofit Corporation Audit Reports. As required by A.R.S. § 35-181.03, if the Subgrantee is a nonprofit corporation that receives in excess of two hundred fifty thousand dollars (\$250,000) in state assistance in any fiscal year, the Subgrantee will file with United Way for each such fiscal year at the Subgrantee's expense either audited financial statements prepared in accordance with federal single audit regulations or financial statements prepared in accordance with generally accepted accounting principles and audited by an independent certified public accountant.

- C. All documentation should be maintained on site and be readily available for review in the event of an audit, appeal, or funder request.

VIII. DEBARMENT CERTIFICATION

Subgrantee agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. REPORTING REQUIREMENTS

Regular reports by Subgrantee shall include:

1. Programmatic Reports: Subgrantee shall provide **quarterly program narrative reports** to United Way no later than the 10th of the month following the last month in each quarter of the month in which services are provided effective July 1, 2024. The reports shall contain such information as deemed necessary by First Things First and United Way. United Way will compile the quarterly reports for submission to First Things First.
2. Subgrantee shall provide **monthly data reports** (attendance, coaching log and success story) to United Way no later than the 10th of the month following the last month in which services are provided effective July 1, 2024. The data reports will be provided in the agreed upon format to the designated United Way staff. United Way will compile the reports for submission to First Things First. If the Subgrantee provides services to more than one First Things First region (multi-regional strategies), the Subgrantee will collect, store and report the data for the data reports separately for each region served.
3. Additional Evaluation Requirements:
 - a. First Things First and United Way are committed to evaluation. Clear understanding of the impact of programmatic performance in both short- and long-term strategies is critical. Any evaluation efforts should be directly connected to the Goals, Key Measures, and Performance Measures and should determine the extent to which the Program has accomplished the stated goals and key measures.
4. The Program evaluation should also assess which activities were implemented and the quality, strengths, and weaknesses of the implementation. Subgrantee agrees to participate in any evaluation activities requested by United Way, and will meet the requirements of the evaluation including, but not limited to, timely and regular reporting and cooperation with all First Things First evaluation activities. Timely and regular reporting of all performance and evaluation data includes the electronic submission of performance measures and other evaluation data as defined by United Way.
5. Cooperation with evaluation requirements includes active collaboration with First Things First evaluation. Subgrantee will participate in data collection and reporting activities by tracking and reporting data pertaining to attendance, enrollment, and demographic information, all of which must be maintained in a secure and anonymous manner.
6. Performance Measures are defined by First Things First to determine the key impacts of the strategies, programs and approaches being implemented. Subgrantee shall collect and report data on the progress of achieving the Performance Measures in the format defined by United Way.

X. ASSIGNMENT AND DELEGATION

Subgrantee may not assign any rights hereunder without the express, prior written consent of both parties.

XI. AMENDMENTS

- A. Any change in this Agreement including but not limited to the Description of Services and budget attached herein (Attachment A), whether by modification or supplementation, must

be accomplished by a formal written amendment signed and approved by and between the duly authorized representatives of Subgrantee and United Way.

- B. Any amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of Subgrantee's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence.
- C. Subgrantee expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by Subgrantees at all tiers.

XIII. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind United Way for any contractual commitment in excess of the original Agreement period.

XIV. RIGHT TO ASSURANCE

If United Way in good faith has reason to believe that Subgrantee does not intend to, or is unable to perform or continue performing under this Agreement, United Way may demand in writing that Subgrantee give a written assurance of intent to perform. Failure by Subgrantee to provide written assurance within the number of days specified in the demand may, at United Way's option, be considered the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

XV. CANCELLATION FOR CONFLICT OF INTEREST

United Way or Subgrantee may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from United Way or Subgrantee, unless the notice specifies a later time.

XVI. THIRD PARTY ANTITRUST VIOLATIONS

Subgrantee assigns to the State of Arizona, First Things First any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subgrantee toward fulfillment of this Agreement.

XVII. AVAILABILITY OF FUNDS

Every payment obligation of United Way under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations from First Things First. If the funds are not allocated and available for the continuance of this Agreement, United Way may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to United Way in the event this provision is exercised, and United Way shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by Subgrantee in the execution of this Agreement.

XVIII. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

XIX. ARBITRATION

This Agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

XX. GOVERNING LAW AND CONTRACT INTERPRETATION

- A. This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- B. This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- C. Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXI. ENTIRE AGREEMENT

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a written amendment signed by all parties hereto in conformity with Section XI Amendments of this Agreement; provided, however, that United Way shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXII. RESTRICTIONS ON LOBBYING

Subgrantee shall not use funds made available under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXIII. LICENSING

Subgrantee, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXIV. NON-DISCRIMINATION

Subgrantee shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment. In accordance with State Executive Orders 2024-01 and 2009-09, the Subgrantee will not discriminate in employment based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status; however, this requirement does not affect the applicability of federal and state law exemptions contemplated by the Executive Orders. The provisions of Executive Order 2009-09 are incorporated herein by reference into this Agreement as if fully set forth herein. The Subgrantee will also comply with all other applicable state and federal statutes, regulations and executive orders concerning non-discrimination practices, including the Americans with Disabilities Act and Federal Executive Order No. 13279 – Equal Protection of the Laws for Faith-Based and Community Organizations.

XXV. SECTARIAN REQUESTS

Funds provided under this Agreement may not be expended for any sectarian purpose or activity, including religious worship or instruction, except as consistent with the First Amendment of the United States Constitution. The Subgrantee will implement the programs or services funded under this Agreement consistent with the First Amendment as well. With respect to these programs or services, the Subgrantee also will not discriminate against any program or service beneficiary or applicant on the basis of religion. United Way reserves the right to verify or monitor compliance with this paragraph. The Subgrantee will repay any funds awarded under this Agreement that the Subgrantee spends in violation of this paragraph.

XXVI. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

Subgrantee shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of United Way and First Things First.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

- A. United Way reserves the right to review and approve any publication, forms, media, or materials funded or partially funded through this Agreement. United Way is required to obtain approval from First Things First for such publications. All publications funded or partially funded through this Agreement shall recognize First Things First, and First Things First shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.
- B. Acknowledgment of FTF Funding. The Subgrantee will recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all publicly distributed print or electronic materials related to those programs and services. The subgrantee will make this recognition in a manner described in First Things First's most current protocol and style guide. First Things First will post any updates to the protocol and style guide under the Grantee Resources section of PGMS. The Subgrantee will also recognize First Things First as a funding source of programs and services funded in whole or part under this Agreement in all formal oral presentations and media interviews related to those programs and services.
- C. Public Awareness Efforts. The Subgrantee will consult with United Way in the planning of public awareness/marketing strategies, such as websites, advertising, or media campaigns, related to the programs or services funded under this Agreement.
- D. Ownership of Materials and Data. Any materials and data required to be collected, delivered or created under this Agreement, including but not limited to reports, computer programs and other deliverables are the sole property of the State (First Things First). The Subgrantee will not use or release these materials or data without the prior written consent of First Things First. The Subgrantee is not entitled to a patent or copyright on these materials and data and may not transfer the patent or copyright to anyone else.
- E. Ownership of Intellectual Property. First Things First will be the owner (for and on behalf of the State of Arizona) of any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark and/or trade secrets, created or conceived in the course of carrying out this Agreement and any related subcontract or subgrant ("Intellectual Property"). The parties agree that the Intellectual Property will be considered a work made for hire under the U.S. Copyright Act to the extent applicable. To the extent the Intellectual Property is not a work made for hire, the Subgrantee hereby transfers all of its ownership of the Intellectual Property to First Things First. First Things First will own the

entire right, title and interest to the Intellectual Property throughout the world. The Subgrantee will notify United Way staff who will notify First Things First, within thirty (30) days of the creation of any Intellectual Property by it, its subcontractor or its subgrantee. The Subgrantee, on behalf of itself and any subcontractors and subgrantees, agrees to execute all documents necessary to assure ownership of the Intellectual Property vests in First Things First and will take no affirmative action that might have the effect of vesting all or part of the Intellectual Property in any other entity. The Subgrantee and its subcontractors and subgrantees will not disclose inventions or trade secrets covered by this paragraph to any entity not the State without the express written authorization of First Things First.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded under this Agreement in whole or in part by Subgrantee shall include closed captioning of the oral content of such announcement.

XXX. RELATIONSHIP OF PARTIES. The Subgrantee under this Subgrantee Agreement is an independent contractor. Neither party to this Subgrantee Agreement shall be deemed to be the employee or agent of the other party.

XXXI. INDEMNIFICATION

- A. Indemnification. Not Government Agency. To the fullest extent permitted by law, the Subgrantee shall defend, indemnify and hold harmless United Way and its departments, officers, officials, agents and employees from and against any and all claims, actions, liabilities, damages, losses, costs or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("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 the Subgrantee or any of its owners, officers, directors, agents, employees, volunteers, subcontractors or subgrantees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of the Subgrantee 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 United Way shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of United Way, be indemnified by the Subgrantee from and against any and all Claims. It is agreed that the Subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Subgrant, the Subgrantee agrees to waive all rights of subrogation against United Way for losses arising from the work performed by the Subgrantee for United Way.
- B. Indemnification Language for Government Agency. Each party (as 'indemnitor') agrees to indemnify, defend and hold harmless the other party (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively 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 result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its' officers, officials, agents, employees or volunteers.
- C. Patent and Copyright. The Subgrantee shall indemnify and hold harmless United Way against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of subgrant performance or use by United Way of materials furnished or work performed under this Subgrantee Agreement. United Way shall reasonably notify

the Subgrantee of any claim for which it may be liable under this paragraph. This paragraph does not apply if Subgrantee is insured pursuant to A.R.S. § 41-621.

- D. Subgrantee and State Indemnification. The Subgrantee is required to defend, indemnify and hold harmless the State as described in this Section.
- E. Subcontractors. The Subgrantee shall contractually require its subcontractors and subgrantees, if any, to defend, indemnify and hold harmless United Way as described in this Section unless the subcontractor or subgrantee is a state agency.

XXXII. INSURANCE

- A. In the event the Subgrantee is a governmental entity, then the insurance requirements in this Section do not apply, except that such governmental entity grantee shall provide a Certificate of Self-Insurance. If the governmental entity grantee is a department, agency, board, commission or university of the State of Arizona, then the Certificate of Self-Insurance requirement does not apply either.
- B. Insurance Requirements. Subgrantee shall procure and maintain until all of its obligations have been discharged, including any warranty periods under this Agreement, are satisfied, insurance with limits of liability not less than the amounts stated below against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Subgrantee, its agents, representatives, employees, volunteers, subcontractors, or subgrantees. The Subgrantee shall require and ensure that all of its subcontractors and subgrantees comply with this Section as well.
- C. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Agreement. United Way in no way warrants that the minimum limits contained herein are sufficient to protect Subgrantee from liabilities that might arise out of the performance of the work under this Agreement by Subgrantee, its agents, representatives, employees, volunteers, subcontractors, or subgrantees, and Subgrantee is free to purchase additional insurance.
- D. Minimum Scope and Limits of Insurance: Subgrantee shall provide coverage with limits of liability not less than those stated below:
 - 1. Commercial General Liability – Occurrence Form
 - a. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$1,000,000
 - b. The policy shall include coverage for sexual abuse and molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included with the General Liability limit or provided by separate endorsement with its own limits - If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.
 - c. The Subgrantee must provide the following statement on its Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.” The policy shall be endorsed to include United Way and its departments, agencies, boards, officers, officials, agents and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.

- d. The policy shall contain a waiver of subrogation endorsement in favor of United Way and its departments, agencies, boards, officers, officials, agents and employees for losses arising from work performed by or on behalf of the Subgrantee.
- 2. Business Automobile Liability
 - a. Bodily Injury and Property Damage for any owned, hired and/or leased vehicles used in the performance of this Contract.
 - b. Combined Single Limit (CSL) \$1,000,000
 - c. The policy shall be endorsed to include United Way and its departments, agencies, boards, officers, officials, agents and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subgrantee involving automobiles owned, hired and/or non-owned by the Subgrantee.
 - d. The policy shall contain a waiver of subrogation endorsement in favor of United Way and its departments, agencies, boards, officers, officials, agents and employees for losses arising from work performed by or on behalf of the Subgrantee.
- 3. Workers' Compensation and Employers' Liability

a. Workers' Compensation	Statutory
b. Employers' Liability	
• Each Accident	\$1,000,000
• Disease – Each Employee	\$1,000,000
• Disease – Policy Limit	\$1,000,000

The policy shall contain a waiver of subrogation endorsement in favor of United Way and its departments, agencies, boards, officers, officials, agents and employees for losses arising from work performed by or on behalf of the Grantee.

This requirement shall not apply to each grantee or subcontractor exempt under A.R.S. Chapter 23, Title 6 (§ 23-901 et seq.) when such grantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- 4. Professional Liability (Errors and Omissions Liability)

• Each Claim	\$2,000,000
• Annual Aggregate	\$2,000,000

 - a. If sexual abuse and molestation (SAM) coverage is being provided under this policy, then the Subgrantee must provide the following statement on its certificate(s) of insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Subgrantee warrants that any retroactive date under the policy shall precede the effective date of this Agreement, and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this Agreement is completed.
 - b. The policy shall cover professional misconduct or wrongful acts for the positions of professionals/Key Personnel identified in this Agreement.
- 5. Additional Insurance Requirements. The policies shall include or be endorsed to include the following provisions:
 - a. United Way shall be listed as additional insured. Wherever additional insured status is required, such additional insured shall be covered to the full limits

- of liability purchased by Subgrantee, even if those limits of liability are in excess of those required by this Contract.
- b. Subgrantee's insurance coverage shall be primary insurance with respect to all other available sources.
 - c. The Subgrantee's policies shall stipulate that the insurance afforded the Subgrantee shall be primary and that any insurance carried by United Way, its agents, its officials, or its employees shall be excess and not contributory insurance.
 - d. Coverage provided by Subgrantee shall not be limited to the liability assumed under the indemnification provisions of this Contract.
6. Notice of Cancellation. Applicable to all insurance policies required within the Insurance Requirements of this Agreement, the Subgrantee'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 United Way. Within two (2) business days of receipt, the Subgrantee must provide notice to United Way if it receives 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 United Way, Attention: Early Childhood Professional Development, Senior Director, via hand-delivery or certified mail, return receipt requested, to 330 N Commerce Park Loop, Suite 200, Tucson, AZ, 85745 or via email to grants@unitedwaytucson.org.
 7. Acceptability of Insurers. The Subgrantee's insurance shall be placed with companies licensed in the State of Arizona or on 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. United Way in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subgrantee from potential insurer insolvency.
 8. Verification of Coverage. The Subgrantee shall furnish United Way with certificates of insurance (valid ACORD form or equivalent approved by United Way) evidencing the Subgrantee has insurance as required by this Agreement. An authorized representative of the insurer shall sign the certificates.
 9. All certificates of insurance and policy endorsements must be received by United Way before work commences. United Way's receipt of any certificates of insurance or policy endorsements that do not comply with this Agreement shall not waive or otherwise affect the requirements of this Agreement.
 10. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement.
 11. All certificates required by this Agreement shall be sent directly to United Way, Early Childhood Professional Development Sr. Director, 330 N Commerce Park Loop, Suite 200, Tucson, AZ 85745. The Grant Agreement number and program description shall be noted on the certificate of insurance. United Way reserves the right to require complete copies of all insurance policies required by this Agreement at any time.
 12. Subcontractors. The Subgrantee's certificate(s) shall include all subcontractors and subgrantees as insureds under its policies or Subgrantee shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors and subgrantees shall be subject to the minimum insurance requirements identified above. United Way reserves the right

to require, at any time throughout the life of the Agreement, proof from the Subgrantee that its subcontractors and subgrantees have the required coverage.

13. This Section assumes the grant award is for more than \$50,000, that the Subgrantee will be using vehicles beyond commuting in order to provide the services under the Agreement, that the Subgrantee will be working with children in order to provide the services under the Agreement, and that the Subgrantee will be providing professional services in order to provide the services under the Agreement. If any of these assumptions do not apply to this Agreement, then upon agreement of United Way, the insurance requirements will be reduced or removed in part from the Agreement as appropriate.
14. The Grantee understands and agrees that United Way reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Grant Agreement, as deemed necessary. Such action will not require a formal grant amendment, but may be made by administrative action.

XXXIII. CONFIDENTIALITY OF RECORDS

Subgrantee shall establish and maintain procedures and controls that are acceptable to United Way for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a Subgrantee under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. Subgrantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Subgrantee as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

XXXIV. CONFIDENTIALITY OF PROVIDER INFORMATION

Subgrantee acknowledges that confidentiality provided in relevant statute may be waived with Subgrantee's consent, and Subgrantee consents to a total and complete waiver of confidentiality. In waiving confidentiality, Subgrantee understands and consents to disclosure of any information submitted to United Way that concerns the identity, background, financial status, marketing plans, or trade secrets or any other proprietary information related to Subgrantee or any person or organization involved in the Program(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential."

XXXV. TERMINATION

- A. United Way reserves the right to terminate the Agreement in whole or in part due to the failure of Subgrantee to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. United Way staff shall provide written notice of the termination and the reasons for it to Subgrantee.
- B. United Way may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. Subgrantee shall be liable to United Way for any excess costs incurred by United Way in procuring materials or services in substitution for those due from Subgrantee.

XXXVI. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

Subgrantee shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXIX. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of Subgrantee represents and warrants that he or she is duly authorized to execute this Agreement.

XL. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

Compliance Requirements for A.R.S. § 41-4401, Government Procurement; E-Verify Requirement.

- A. Subgrantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrant their compliance with A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and Subgrantee may be subject to penalties up to and including termination of the Contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and Subgrantees shall be deemed a material breach of the Contract and Subgrantee may be subject to penalties up to and including termination of the Contract.
- D. United Way retains the legal right to inspect the papers of any employee who works on the Contract to ensure that Subgrantee is complying with the warranty under paragraph A.

XLI. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

United Way of Tucson and Southern Arizona
Attention: Early Childhood Professional Development, Sr. Director
330 N. Commerce Park Loop, Suite 200
Tucson, AZ 85745

XLII. CERTIFICATIONS

- A. No Boycott of Israel. If (i) the Subgrantee is a company as defined in A.R.S. § 35-393 that engages in for-profit activity and has ten or more full-time employees, (ii) this Agreement has a value of \$100,000 or more, and (iii) this Agreement involves acquiring or disposing of services, supplies, information technology or construction, then the Subgrantee certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods or services from Israel. Notwithstanding the foregoing, this paragraph is inapplicable to all grantees and no certification is made or required under this paragraph unless and until the Court's injunction in *Jordahl v. Brnovich*, 336 F.Supp.3d 1016 (D. Ariz. 2018) is stayed or lifted.
- B. Forced Labor of Ethnic Uyghurs. If the Subgrantee is a company as defined in A.R.S. § 35-394 that engages in for-profit activity and has ten or more full-time employees and this Agreement involves acquiring or disposing of services, supplies, information technology,

goods or construction, then the Subgrantee certifies that it will comply with A.R.S. § 35-394 regarding the use of forced labor of ethnic Uyghurs in China.

- C. Mandated Reporting of Child Abuse and Neglect. The Subgrantee will ensure that all employees, contractors and volunteers report child injuries, abuse, neglect and other reportable offenses, if and as required by A.R.S. § 13-3620 or 18 U.S.C. § 1169(a). The federal law is limited to incidents on federally recognized tribal lands. To help comply with this provision, the Subgrantee may need to provide professional development or information to staff concerning signs and symptoms of child abuse and neglect, laws and procedures for reporting suspected child abuse or neglect, whether and how to inform parents about a report and following up with the Department of Child Safety.

XLIII. ATTACHMENTS

- A – Subgrantee Original Program Budget
- C – First Things First Standards of Practice: Professional Development

XLIV. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND ON BEHALF OF
United Way of Tucson and Southern Arizona

FOR AND ON BEHALF OF PIMA COUNTY

lt

Arika S. Wells

Arika Wells
Vice President/COO

Adelita S. Grijalva
Chair, Pima County Board of Supervisors

Tony Penn

Tony Penn
President and CEO

Date

9/25/2024

Date

Approved as to form:

[Signature]

Daniel Jurkowitz, Deputy County Attorney

ATTEST:

Clerk of the Board

Attachment A

Subgrantee Original Program Budget

Budget Period: July 1, 2024 – June 30, 2025

Budget Categories	Approved Budget
Personnel	\$ 18,700.00
Fringe Benefit	
Travel	
Other Operating Expenses	\$ 21,300.00
Indirect Costs	\$ 4,000.00
TOTAL	\$ 44,000.00

Attachment B

First Things First Standards of Practice: Professional Development

FIRST THINGS FIRST

STANDARDS OF PRACTICE

PROFESSIONAL DEVELOPMENT FOR EARLY CARE AND EDUCATION PRACTITIONERS

I. INTENT OF STRATEGY

The first five years of a child's life is a period of incredible growth in all areas of development. The earliest relationships with caregivers can promote healthy brain development, support young children's social and emotional skills, and support language and literacy development starting from birth. Early childhood education (ECE) practitioners have minimal access to professional development in these content areas of infant toddler development, social emotional development, and early language and literacy.

The intent of the Professional Development for Early Care and Education Professionals (PDECEP) strategy is to provide evidence-based professional development, for individuals that teach and care for young children birth to age 5 in regulated child care settings.

The expected results are:

- Increased knowledge, skills, and confidence of practitioners in the area of training;
- Program administrators support the implementation of the content in the program;
- ECE programs have competent practitioners and administrators who are knowledgeable about social emotional development, language and literacy development, and/or infant and toddler development and implement quality practices to support the healthy development of young children; and
- Using prescribed models will create a consistency of training content available to the early childhood workforce throughout Arizona.

II. STRATEGY IMPLEMENTATION STANDARDS

Implementation of the Professional Development for Early Care and Education Professionals strategy includes adherence to the Standards of Practice (SOP) and the First Things First contract, which may address any regional and/or community-specific requirements.

1. Choose a Curriculum

- a. Use an evidence based curriculum from the approved list below for use with ECE practitioners for each content area that professional development is being implemented.
 - i. West Ed Program for Infant Toddler Care <https://www.pitc.org/>
 - ii. Center for Social Emotional Foundations for Early Learning (CSEFEL) <https://challengingbehavior.cbcs.usf.edu/Training/overview/index.html>
 - iii. Language Essentials for Teachers of Reading and Spelling for Early Childhood Educators (LETRS) <https://www.voyagersopris.com/professional-development/early-childhood-letrs/overview>

- iv. Hanen Learning Language and Loving It
<http://www.hanen.org/Programs/For-Educators/Learning-Language-Loving-It.aspx>
 - b. Participate in training to fidelity on the curriculum.
 - c. Obtain and maintain good standing and current accreditation and/or affiliation with the developer of the model(s) being implemented, if applicable.
 - d. Obtain and maintain the required and ongoing training or licenses associated with the purchase, use and implementation of the program being used, if applicable.
- 2. Outreach and Recruitment**
- a. Create an outreach and recruitment plan.
 - b. Distribute outreach and recruitment materials designed to recruit individual practitioners; including teachers, assistant teachers and administrators currently working in regulated child care centers and family child care homes, leveraging resources such as:
 - i. the Arizona Early Childhood Workforce Registry (Registry);
 - ii. referrals from DHS Licensing Surveyors;
 - iii. referrals from DES Certification Specialists; and
 - iv. referrals from Tribal Licensing Authority;
 - c. Outreach and recruitment materials may be distributed to a regulated early care and education program to recruit individual practitioners from the site to participate.
- 3. Enrollment**
- a. Complete an enrollment agreement with individual practitioners that includes:
 - i. Description of roles, responsibilities and expectations of participating practitioners, their program administrator and the technical assistance providers; and
 - ii. Joint commitment from the practitioner and the regulated early care and education program's administrator to participate.
 - b. Develop a goal plan in the Registry with individual practitioners to support the implementation of the professional development content area that they are participating in.
- 4. Implement Practitioner Training**
- a. Use the evidence based program from the list of FTF approved PDECEP curricula to provide training to practitioners adhering to the program requirements for delivery of the training, including:
 - i. Outreach and recruitment;
 - ii. Intake and enrollment;
 - iii. Trainer qualifications;
 - iv. Participant group size;
 - v. Sequence and number of sessions;
 - vi. Information and materials provided to participants; and
 - vii. Data collection and reporting requirements including using the model prescribed pre and post measures to demonstrate knowledge and skill gain.
 - b. Service delivery must be provided at a time and location that is convenient for the practitioners to attend and during a time when they are not responsible for caring for children.

5. Provide Job Embedded Coaching

- a. Provide on site, in person coaching for all participating practitioners to support implementation of the training content and monitor progress toward goal completion.
- b. Coaching must be provided at least once per month for a minimum of 2 hours per participant throughout the duration of the practitioner training, unless specified by the program model.
- c. The coach must support implementation of training content in alignment with the [Policy Statement on Inclusion of Children with Disabilities in Early Childhood Programs](#).
- d. The coach must establish and maintain contact with participant's supervisors to partner in supporting the implementation of the participant's new knowledge.
- e. If applicable, on a quarterly basis, communicate with other technical assistance providers supporting the program (Quality First Coach, Mental Health Consultant, Child Care Health Consultant, Inclusion Coach, etc.) on the following:
 - i. Progress towards goals; and
 - ii. Opportunities for aligned discussions between TA and supports that are being provided.

6. Use the [Arizona Early Childhood Workforce Registry \(Registry\)](#)¹

- a. Instructors and coaches who are providing professional development to the early childhood workforce must:
 - i. Require participating professionals who work directly with or on behalf of young children to be a member of the Registry for enrollment in the professional development offered by this grant;
 - ii. Use the Registry to list professional development sessions and track attendance of participating practitioners; and
 - iii. Use the Registry functionality with the individual participating practitioner to develop goals and track progress.
- b. Participating practitioners must:
 - i. Create an individual account in the Registry;
 - ii. Use the Registry to enroll in the training; and
 - iii. Use the Registry functionality to develop and track progress towards at least one goal.

7. Continuous Quality Improvement

- a. Develop and implement a process of continuous self-monitoring, reflection, and quality improvement to enhance program practices. The process must:
 - i. Include using data to assess the progress and outcomes of program implementation and to improve staff performance; and
 - ii. Be collaborative, including input from program staff, program participants and community members.

8. Provide for On-Site Child Care (optional)

- a. If providing on-site child care for ECE practitioners participating in the strategy, grant partners must adhere to the FTF On-Site Child Care Policy.

¹ <https://azregistry.org/>

9. Establish Policies and Procedures

- a. Within six months, utilizing the contract implementation plan as a guide, develop written policies and procedures that describe and guide the daily operations of the program (program implementation, staffing requirements, etc.).
 - i. The plan must be reviewed by and accessible for all staff; and
 - ii. The plan must be reviewed annually, at a minimum, and revised as needed.
- b. Policies and procedures must include how the organization's recruitment and hiring practices will seek and employ staff who reflect the language, cultural and ethnic experiences of the target population where possible.
- c. Develop a protocol to address and course correct when use of the selected model is not implemented to fidelity.

III. STAFF AND SUPERVISORY STANDARDS

1. Staff Standards

- a. Instructors and coaches must be certified as Train the Trainers or as necessary and required by the curriculum to implement the training content with fidelity.
- b. Create an account in the Registry, submit transcripts, complete the employment history, and have a complete Registry profile upon hire.
- c. Request and receive ECE or Content Specific [Instructor Status](#) in the Registry.
- d. Instructors and coaches must be provided a copy of the [Arizona Instructor and Technical Assistance Provider Standards](#) prior to providing training or job embedded coaching.

2. Supervisory Standards

- a. In addition to the standards above in 1.a - 1.d, all supervisors must:
 - i. Have at least two years' experience working in a regulated early care and education program;
 - ii. Have at least two years' experience as a supervisor; and
 - iii. Observe service delivery of each instructor and coach to inform an annual written professional development plan that includes identified areas for growth and opportunities for professional development in alignment with the [Professional Development Instructor and Technical Assistance Provider Standards](#).

3. Hiring Request

- a. All staff are expected to meet the qualifications for their position. If programs are seeking to hire staff that do not, a Hiring Request must be submitted to First Things First for approval prior to offering employment. The form can be accessed through the Partner Grant Management System (PGMS) under Grantee Resources.

IV. UNITS OF SERVICE

A Unit of Service is used for contractual monitoring purposes, and is specific to each FTF strategy.

The required Unit of Service for Professional Development for Early Care and Education Professionals is:

1. Number of Practitioners Educated

Definition:

- 1. Number of practitioners educated:
 - a. Have developed a goal plan;
 - b. Receiving the series; and
 - c. Receiving monthly coaching.

Note: Service units are counted at the end of each series.

Certificate Of Completion

Envelope Id: 85463B51-9BD2-4A5D-8D33-6412F6AC8E1B
 Subject: Complete with Docusign: FY25 STEAMAZing Subgrantee Agreement.pdf
 Source Envelope:
 Document Pages: 21
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent
 Envelope Originator:
 Lori Cotten
 330 N Commerce Park Loop Ste 200
 Tucson, AZ 85745
 lcotten@unitedwaytucson.org
 IP Address: 64.119.42.254

Record Tracking

Status: Original
 9/25/2024 11:25:14 AM
 Holder: Lori Cotten
 lcotten@unitedwaytucson.org
 Location: DocuSign

Signer Events

Allison Titcomb
 atitcomb@unitedwaytucson.org
 Security Level: Email, Account Authentication
 (Optional), Login with SSO

Signature

Signature Adoption: Pre-selected Style
 Using IP Address: 50.207.252.210

Timestamp

Sent: 9/25/2024 11:25:51 AM
 Viewed: 9/25/2024 3:54:05 PM
 Signed: 9/25/2024 3:54:21 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Arika J. Wells
 awells@unitedwaytucson.org
 Security Level: Email, Account Authentication
 (Optional)

Signature Adoption: Pre-selected Style
 Using IP Address: 64.119.42.254

Sent: 9/25/2024 3:54:23 PM
 Viewed: 9/25/2024 4:18:01 PM
 Signed: 9/25/2024 4:18:30 PM

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Tony Penn
 tpenn@unitedwaytucson.org
 President and CEO
 United Way of Tucson
 Security Level: Email, Account Authentication
 (Optional)

Signature Adoption: Pre-selected Style
 Using IP Address: 64.119.42.254

Sent: 9/25/2024 4:18:31 PM
 Viewed: 9/25/2024 4:22:13 PM
 Signed: 9/25/2024 4:22:25 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/26/2024 11:50:14 AM
 ID: 86481562-4975-4f8d-8397-b705e7a6c508
 Company Name: United Way of Tucson and Southern Arizona, Inc.

Peter Laing
 Peter.Laing@pima.gov
 Security Level: Email, Account Authentication
 (Optional)

Sent: 9/25/2024 4:22:27 PM
 Viewed: 11/25/2024 9:56:11 AM

Electronic Record and Signature Disclosure:
 Accepted: 11/25/2024 9:56:11 AM
 ID: 8b33b5f5-f85a-456f-b237-aa6cbfd314ea

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Jessica Redondo

jredondo@unitedwaytucson.org

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/25/2024 11:25:51 AM
Certified Delivered	Security Checked	11/25/2024 9:56:11 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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