



## **BOARD MEETING**

December 6, 2017; 2:00 p.m.  
*Renaissance World Golf Village and Convention Center*  
*Caddy Shack Restaurant*

## **TENTATIVE AGENDA**

### ***\*Action Item***

- I.** Call to Order/Roll Call
- II.** Public Comment
- III.** Review of Delegation of Authority Items
- IV.** Approval of September 20, 2017 Annual Board Meeting Minutes\*

### **V. Staff and Committee Reports**

- A. CEO Report-Verbal
- B. 1<sup>st</sup> Quarter Program Update
- C. 1<sup>st</sup> Quarter Early Literacy Report
- D. Executive Administrative Committee
  - Draft minutes of November 1, 2017 Meeting – Informational

#### **Consent Agenda:**

- 1. Ratify Approval of August 9, 2017 Exec/Admin Committee Meeting Minutes\*
- 2. Ratify Approval of ECS 2017/18 Contract Amendment #0003-17\*
- 3. Ratify Approval of the 2017/18 OEL/ELC University of Florida/Lastinger Center Pay for Performance Contract effective 9/15/17 – 7/31/18 (#SR400)\*
- 4. Ratify Approval of the 2017/18 ELC/ECS University of Florida /Lastinger Center Pay for Performance Contract effective 9/15/17 – 7/31/18 (#SR400)\*
- 5. Ratify Approval of the ELC SR Plan 2017-19 Certification\*
- 6. Ratify Approval of District Superintendent of Schools or Designee, Kristi Simpkins, 2<sup>nd</sup> Term.\* (Dec. 2017 Dec. 2021)
- 7. Ratify Approval of Consulting Agreement with Kim Brumfield\*
- 8. Ratify Approval of Moultrie Place Lease Continuation (St. Aug Office)\*
- 9. Ratify Approval of Agreement with Contemporary Staffing Solutions\*

### **VI. New/Unfinished Business**

- A. Approval of Management Decision Recommendation for ECS Audit 2016/2017\*
- B. Approval of NEFEC Lease 2018-2019 Continuation\*
- C. Approval of ECS 2017/2018 amendment #0004-17 and party signatures\*
- D. Approval of Revisions to the Coalition's Personnel Policies and Procedures Manual\*
- E. Approval of the Member Appointed by Executive Director of NEFEC for the mandated position of Programs for Children with Disabilities under the Federal Individuals with Disabilities Act: Marsha Hill\*
- F. Approval of the County Health Department Director or Designee, Mary Garcia\*
- G. Review of Board Membership- Informational



**VII. Board Absenteeism Log – INFORMATIONAL**

**VIII. Board Comment**

**IX. Next Meetings**

- Wednesday, February 7<sup>th</sup>, 2018 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, March 21<sup>st</sup>, 10:30 a.m. – Board Meeting

**X. Adjournment\***

## **I. Call to Order/Roll Call**

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## **II. Public Comment**

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## **III. Review of Delegation of Authority Items**

## **IV. Approval of September 20, 2017 Annual Board Meeting Minutes\***

**\*ACTION ITEM**

**ANNUAL BOARD MEETING**

The Renaissance World Golf Village and Convention Center

September 20, 2017

10:30 a.m.

**ATTENDANCE**

**Members Present:**

Adam Deputy  
Mala Ramoutar  
Myrna Allen  
Renee Williams, *Treasurer*  
Vina Delcomyn  
Brian Graham, *Vice Chair*  
Teresa Matheny, *ECS*  
Brian McElhone  
Theresa Little  
Joy Stanton

**Members Absent:**

Kristi Simpkins; excused  
Nancy Pearson, *Board Chair*; excused  
Amy Lane; excused  
Commissioner Jeb Smith; excused  
Cynthia Kent; excused  
Ron Coleman; excused  
Angelia Hough; excused

**Staff Present:**

Dawn Bell, Chief Executive Officer  
Kim Brumfield, Office Manager  
Tajaro Dixon, Grants and Operations Manager  
Joan Whitson, Early Literacy Coordinator  
Patty Larkin, Finance Manager

**Others Present:**

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**CALL TO ORDER/ROLL CALL**

R. Williams called the meeting to order at 10:40 a.m. Roll was taken; quorum was met, with 10 of the 17 board members in attendance.

**PUBLIC COMMENT**

No comments.

**REVIEW OF DELEGATION OF AUTHORITY ITEMS**

The Board designates authority to the Coalition's Office Manager to review and approve the Chief Executive Officer's timesheets, leave requests, work related travel expenses, and other routine operational requests. These documents are made available at each regular board meeting for board review. Delegation items were passed around with no discussion or questions on the items reviewed.

## APPROVAL OF JUNE 21, 2017 BOARD MEETING MINUTES\*

1. T. Little motioned to approve the June 21, 2017 Board Meeting Minutes, as presented. A. Deputy seconded the motion. Motion passed unanimously. No discussion

## STAFF AND COMMITTEE REPORTS

### CEO REPORT- REVIEW OF THE 2017 BOARD SELF EVALUATION RESULTS

D. Bell used this time to review the board self-evaluation. This evaluation allows both board and staff members to assess how we are all doing and identifies any gaps that we can provide support through materials or training. Staff really looks for those 1 or 2 ratings to see if there may be a gap, whether it is individually or more globally as a board.

### 4TH QUARTER PROGRAM UPDATE

T. Dixon reported on the following:

#### *Coalition Activities:*

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- The ELC recently created its own Vendor Contracts Checklists (and other reference documents) while cross training on contract compliance May 19, 2017.
- Kim Brumfield and I created Travel Regulations training documents and held staff training June 20 for the new regulations taking effect July 1, 2017.
- With the ELC migrating to a cloud-based MIP program for OEL invoicing, cross-training will have to take place again (for monthly invoicing) once this software is fully in place. We will update you once that has been scheduled.
- As the ELC will be 'skipped' this year for the OEL fiscal monitoring (due to being designated a 'low risk auditee from prior year reviews), ELC staff have requested 'voluntary' desk reviews of the two newest procedures to ensure compliance. Those two areas are the travel regulations and MIP (fiscal) transactions.

#### *Programmatic:*

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#### *ECS (Episcopal Children's Services) On-Site Monitoring:*

- The 2016/2017 Third Quarter Monitoring was performed April 24 – May 5, 2017. This monitoring included all OEL required "eligibility" criteria, SR Plan Compliance: Unified Waiting List, Child Care Provider Monitoring (and SR Provider Contract Requirements), and the Fiscal Non-Direct Costs review. From this monitoring there were eight compliance issues and one observation. Four of the issues were programmatic and routine in nature. Three of the issues related to the provider reimbursements. The last issue and the one observation were fiscally related. All corrective action items were completed and received by the final report.
- The 2016/2017 Fourth Quarter Monitoring was performed on-site July 24 – August 4, 2017. This monitoring will include all OEL required "eligibility" criteria, SR Plan Compliance: Quality Performance Report, the Fiscal Non-Direct Costs review, and the

Year-end Fiscal Overview. The next round of on-site monitoring dates will be September 18 – 22 and will include the review of the 13<sup>th</sup> invoice (last fiscal year invoice). The final report is scheduled to be completed by September 28, 2017. A summary of the final report will be included in (this) next quarterly program board report.

*ALL full reports are available upon request.*

#### **4TH QUARTER EARLY LITERACY REPORT**

J. Whitson reported on the following:

##### **Highlights:**

**Toddler Sensory Day: May 8<sup>th</sup>** - The ELC participated in a Toddler Sensory program sponsored by the Kiwanis Club of St. Augustine at the Hastings Branch Library. The kids were given free books and even experienced a visit from Dora the Explorer.

##### **Early Literacy Outreach Programs:**

**Mother Goose Program:** Outreach assistant Sandi Dunnivant AKA “Mother Goose” put on 9 rhyming themed story time programs in Clay and Baker County pre-school classrooms. This program highlights the importance of teaching nursery rhymes and models to teacher’s easy and unique ways to teach them in their classrooms. Each teacher is given a resource kit that can implement this program into their everyday curriculum. 850 children received a FREE Nursery Rhyme book. Sandi is forming a Mother Goose society where she is training volunteers who also want to be Mother Goose with the purpose of increasing the number of these programs in the coming years.

**New Outreach Programs: STEAM Focus** (Now being offered to providers) these programs are being taught by ELC outreach staff and volunteers.

- 1. Meet the Masters Arts Program:** This program introduces children to the great Masters of the Arts such as musicians Beethoven and Mozart and artists like Van Gough, Rodin, Seurat, Matisse and Monet. The children get to wave scarves to the music of Beethoven and play rhythm sticks to the “March of the Toys” by Victor Hubert. One of the presenters dresses up as the artist George Seurat wearing a beard and hat and with a French accent gives facts about themselves then reads a book to the children. The children rotate to different activities all centered on a different artist and are able to participate in an art project like painting or sculpting that relates to that artist. Each child receives a FREE copy of the book “The Dot” and the teacher receives a large resource packet with art and music supplies and teachers manual to duplicate the program themselves.
- 2. Science/Space Program:** This program introduces the children to the world of space. The children are shown a model of the planets and get to see pictures of earth from space as well as look through a telescope. A space themed story time is presented then the kids experience at least three different activities such as making their own telescope, playing with galactic dough and painting a planets picture. The children will all receive a national geographic beginner’s book about space and the teacher will receive a kit that includes a globe, space model, telescope and lesson plans to duplicate this program.

**Three and Four Year Old Book Bag Program:** This quarter six centers in Putnam, Clay and St. Johns county were visited with a book bag distribution program featuring special guest Pete the Cat or Clifford. 245 book bags filled with 8-10 books were distributed.

**Baby Bags:** 100 bag bags filled with 5 board books were distributed by Episcopal Children's services at their client services locations in Putnam, St. Johns and Clay County to children ages 0-2. Nassau, Bradford and Baker office locations participate in the Ferst Foundation book program instead.

## **EXECUTIVE ADMINISTRATIVE COMMITTEE**

Draft minutes of the August 9, 2017 Exec Admin Committee Meeting were provided as an informational item. The following are the items that were up for ratification on the Exec Admin Committee

### **Consent Agenda**

1. Ratify Approval of financials as of June 30, 2017\*
2. Ratify Approval of ELC North Florida Budget Revision #5\*
3. Ratify Approval of ECS 2017/2018 Contract Amendment #0001-17\*
4. Ratify Approval of North Florida 2017/2018 OAMI Grant Agreement\*
5. Ratify Approval of 2017-2018 COOP\*

2. A. Deputy motioned for ratification of items 1-5 on the Exec Admin Committee Consent agenda, as presented. R. Williams seconded the motion. No Discussion, motion passed unanimously.

T. Matheny abstained from voting on item # 3

## **NEW/UNFINISHED BUSINESS**

### **SUMMARY OF D. BELL ANNUAL EVALUATION (HANDOUT)**

A handout of the summary was provided and is as follows

- The evaluation was conducted on September 1, 2017 with Nancy Pearson, Ron Coleman, Brian Graham, Adam Deputy and Joy Stanton serving as evaluators.
- Of the total 17 evaluations mailed/handed to the board members, 12 members completed the evaluation, 3 member chose not to complete the evaluation due to not being on the board for any length of time. 2 board members did not return the eval.
- Out of a 1 to 5 rating scale, 1 = Unsatisfactory and 5 = Outstanding; Dawn's Overall Rating Score was a 4.31 = Very Good.
- Dawn's next evaluation period ends September 1, 2018
- If any Board Member would like to see a copy of the final compiled evaluation results, please contact Kim Brumfield.



## **APPROVAL OF REVISIONS TO THE COALITIONS PERSONNEL POLICIES AND PROCEDURES MANUAL\***

### **HR404 – Business Travel Expenses,**

- added new state regulation references (FAC 69I-42 and FDOE Travel Policy DOE-IOP-500, effective 12/01/16)
- added criteria for car rental sizes

changed report submittal due dates per FDOE Travel policy, page 8, IV. Travel Reimbursement, B. 1. and 2.

- 3.** V. Delcomyn motioned the Approval of the revisions to the coalitions personnel policies and procedures manual. B. McElhone seconded the motion. No Discussion. Motion passed unanimously .

## **APPROVAL OF THE REVISIONS TO THE COALITIONS ACCOUNTING AND FINANCIAL PROCEDURES MANUAL\***

### **Revisions:**

F301 – Purchasing Policies and Procedures, deleted “Purchase or Lease Decision” section, to move to the procurement policy PR401, after #5 which contains other cost and price analysis information/requirements.

### **F305 – Accounts Payable Management,**

- Deleted statement regarding effective dates and phase-in dates of purchase order system (as the Coalition is in compliance of these dates, and no longer apply).
- Added statement that it is the Coalition’s policy to issue a purchase order (or use of a credit card with proper authorization) PRIOR to procurement of good and services. (Post 17/18 Internal Controls Questionnaire review.)

### **F306 – Travel and Business Expenses,**

- added FAC and FDOE regulations to top of policy
- changed travel advancement expense reports must be submitted (from 7 days) to within five (5) business of return from travel.

Changes to “Employee and Director Business Travel” section:

- #5 - changed mileage rate from IRS rates to OEL rates.
- #9 - added board member
- Added #12 regarding Coalition Travel Mileage Log for frequented trips.
- Changed #3 of “Reasonableness of Travel Costs” section to read compact cars are required for single travelers, and when larger cars are appropriate.

F307 – Cash Disbursements (Check-Writing) Policies, added to “Check Preparation” section that checks are pre-numbered and are imprinted with “Void after 90 days” statement. (Post 17/18 Internal Controls Questionnaire review.)

F309 – Payroll and Related Policies, added “Leave Audits” section stating periodically (and prior to fiscal year-end) the Office Manager will send e-mails notices to all staff to verify leave balances and identify how many annual leave hours the employee may have in jeopardy of losing, if not used by fiscal year-end. (Post 17/18 Internal Controls Questionnaire review.)

4. J. Stanton motioned Approval of Coalitions Accounting and financial procedures manual. V. Delcomyn seconded the motion. No Discussion. Motion Passed unanimously.

**APPROVAL OF THE COALITIONS PROCUREMENT OF COMMODITIES AND /OR/ CONTRACTUAL SERVICES POLICIES AND PROCEDURES MANUAL\***

Revisions:

PR401 - What to Consider When Procuring Any Item with Grant Funding.

- added a reference to the Coalition's Procurement Form, to the top of the policy.
- Added #6, "Cost and Price Analysis - Purchase or Lease Decision" to section, "What to Consider when procuring any Item with Grant Funding". This item was deleted from policy F301, to move to the procurement policy, after #5 which contains other cost and price analysis information/requirements.
- added #9, "Membership dues, subscriptions and licensing fees" requirements to section, "For All Grant Funded Procurements" (post 17/18 Internal Controls Questionnaire and 17/18 OEL Grant Agreement – page 17, Exhibit I, S.)
- added "SAM" website link to #2 in section, "For All Grant Funded Procurements" following research with OEL on how to check for a banned company that is located outside of Florida.

PR402 - Types of Procurement, added a definition for "informal bids" to "Small Purchases" section. (Post 17/18 Internal Controls Questionnaire review.)

5. A. Deputy motioned the Approval of the coalitions procurement of commodities and /or/ contractual services policies and procedures manual. R. Williams seconded the motion. No discussion – motion passed unanimously.

**APPROVAL OF B. GRAHAM, R. WILLIAMS, T. LITTLE AND J. STANTON TO ATTEND THE 2017 NATIONAL SUMMIT ON EDUCATION REFORM, NOV. 29- DEC. 1, 2017 IN NASHVILLE, TN.\***

ExcelinEd's 10th Annual National Summit on Education Reform, happening November 29 – December 1, 2017 in Nashville, TN.

Celebrating 10 years as ExcelinEd's flagship initiative, the National Summit on Education Reform convenes the nation's leaders in education policy to share what works, what doesn't and what's next in education.

Governor Jeb Bush, hosts 1,000 state and national policymakers, education leaders and advocates for two comprehensive days on new trends, successful policies, evolving laws and the latest innovations that are transforming education for the 21st century.

Travel Dates will be Nov. 29- Dec. 3, 2017

6. V. Delcomyn motioned to approve B. Graham, R. Williams, T. Little and J. Stanton to attend the 2017 National Summit on Education Reform, Nov. 29 - Dec 1, 2017 in Nashville, TN. A. Deputy seconded the motion. No discussion – motion passed unanimously.

B. Graham, R. Williams, T. Little and J. Stanton recused themselves from voting.

#### **APPROVAL OF IT/CLOUD SERVICES WITH WWIT/COMPASS MSP\***

To approve the contract being presented for services with our current IT services company Compass MSP, formerly Worldwide IT. The new contract has:

- Monthly fee schedule of \$941.00 (6 hours of support included in this cost)
- Once 6 hours of monthly support has been exhausted, an hourly rate of 125.00/hr for M-F, 8am – 5pm starts.
- If after hours support is needed the hourly rate goes to 187.50/hr
- This contract is not to exceed \$25,000 annually without written permission.

7. A. Deputy motioned to approve the IT/Cloud services with Compass MSP  
T. Little seconded the motion. No discussion – motion passed unanimously.

#### **APPROVAL OF DISPOSAL OF INVENTORY\***

Any disposal of property listed on Coalition inventory, must be board approved in order to proceed with the removal of any item on the inventory.

Staff is asking permission to use this item for scrap parts after it has been wiped clean. The computer is no longer in working condition, but can be used for parts.

- CNBB 305 / ECS1809 – Computer- Latitude E6520  
Serial # 23CB5Q1
- CNBB 306 / ECS 1810- Computer- Latitude E6520  
Serial #JX6B5Q1
- CNBB 69 / ECS 1345 FLEFS113/127/139 Server
- CNBB 25 / ECS 1336 Oracle Database Std. Edition software Installed on CNBB 69 / ECS 1345

8. B. McElhone motioned to approve the disposal of inventory items. J. Stanton seconded the motion. No discussion – motion passed unanimously.

T. Matheny recused herself from voting. See attached paperwork

## **BOARD MEMBERSHIP REVIEW**

K. Brumfield reviewed upcoming board term dates and overall membership stats

## **ELECTION OF OFFICERS\***

By unanimous vote via emailed ballots, the following board members were nominated and elected to serve as the Coalition Officers for the 2017-18 fiscal year.

- Chair: Nancy Pearson
- Vice Chair: Renee Williams
- Treasurer: Theresa Little
- Secretary: Joy Stanton

9. A. Deputy motioned to approve Election of Officers. V. Delcomyn seconded the motion. No Discussion. Motion passed unanimously.

## **STANDING COMMITTEE DISCUSSION AND SIGN-UP.**

Emailed to all board members asking for volunteers on this committee. Besides our elected officers we would like 4 additional members.

The committee is as follows: N. Pearson, J. Stanton, R. Williams, T. Little, M. Allen, V. Delcomyn, T. Matheny, B. McElhone,

K. Brumfield will email the board with final results on both election of officers and standing committee .

## **CODE OF ETHICS (HANDOUT)**

The Coalition policy OP202 Code of Ethics was provided in the Board Packet. Board Members and staff did not have any questions regarding the policy. All board members and staff in attendance signed the acknowledgement of compliance and turned them in. Any board member and/or staff not in attendance of today's meeting will have their Code of Ethics policy sent to them for review and signature.

### **CONFLICT OF INTEREST QUESTIONNAIRE (HANDOUT)**

The Coalition policy OP203 Conflict of Interest was provided in the Board Packet. Board Members and staff did not have any questions regarding the policy. All board and staff in attendance completed and signed the questionnaire portion of the policy and turned them in. Any board member and/or staff not in attendance of today's meeting will have their Conflict of Interest policy sent to them for review and signature.

### **APPROVAL ELCNF 2016-17 ANNUAL REPORT\* (HANDOUT)**

D. Bell explained this Annual Report format came from the state and this is the required format for the state's Annual Report with submission required on October 1.

**10.** V. Delcomyn motioned the Approval of the 2016-17 Annual Report, as presented. A. Dreputy seconded the motion. No Discussion – motion passed unanimously.

### **BOARD ABSENTEEISM LOG- Informational**

No Comments.

### **BOARD COMMENTS**

T. Little was appointed to the Committee on Early Grade Success. Letter Attached.

### **NEXT MEETINGS**

The next scheduled meetings are as follows:

- Wednesday, November 1, 2017 , 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, December 6, 2017 2 p.m. –Board Meeting World Golf Village Caddy Shack Restaurant.

### **ADJOURNMENT\***

**11.** M. Miner motioned for adjournment at 11:07a.m. A. Deputy: seconded the motion. No discussion – motion passed unanimously.

**HANDOUTS:** 1. Election of Officers, 2. Standing Committee Sign up, 3. Code of Ehics, 4. Conflict of Interest, 5. ELCNF Annual Report, 6. ECS17/18 Contract Amendment#0002-17

**Minutes Submitted By: Kim Brumfield, Office Manager**

## **V. Staff and Committee Reports**

### **B. 1<sup>st</sup> Quarter Program Update**

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## MEMORANDUM

**To:** All Board Members  
**From:** Tajaro Dixon, Grants and Operations Manager  
**Date:** November 21, 2017  
**Subject:** 2017/2018 First Quarter Program Update and Quality Assurance Activities

### *Coalition Activities:*

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- From the ELC's voluntary desk review of the new travel regulations effective July 1, 2017, we have received preliminary (but conflicting) results from OEL. The ELC is working with OEL and the Association of ELC's to seek clarity and processing efficiency improvements.
- ELC (and ECS) staff attended the One Goal Summer Conference July 19 – 21, 2017.
- ELC staff completed the 17/18 Internal Controls Questionnaire, and had several policy revisions for the 09/20/17 board meeting. We have also begun a deeper review of ECS's responses to any NEW questions added to this questionnaire each year.
- All staff have begun annual archiving.
- In July, all staff completed annual review of Anti-Fraud plan, policies and practices.
- Coalition staff joined the OEL Equity and Inclusion Task Force August 1.

### *Programmatic:*

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#### *ECS (Episcopal Children's Services) On-Site Monitoring:*

- The 2016/2017 Fourth Quarter Monitoring was performed July 24 – August 4, 2017. This monitoring included all OEL required "eligibility" criteria, SR Plan Compliance: Quality Performance Report, the Fiscal Non-Direct Costs review, and the Year-end Fiscal Overview. The final report was completed October 23, 2017. From this monitoring there were six compliance issues. Four of the issues were programmatic and routine in nature. The other two were related to the provider reimbursements. Both of these issues were rare: (1) due to type of eligibility, and (2) tight timing of a (holiday) contract change. All corrective action items were completed and received by the final report.
- The 2017/2018 First Quarter Monitoring was performed October 30 – November 13, 2017. This monitoring included all OEL required "eligibility" criteria, the Annual Data and Data Security Systems review, and the Fiscal Non-Direct Costs review. The final report is scheduled to be completed by December 6, 2017. A summary of the final report will be included in the next quarterly program board report.

*ALL full reports are available upon request.*

## **V. Staff and Committee Reports**

### **C. 1<sup>st</sup> Quarter Early Literacy Report**



**Early Literacy Outreach Report  
First Quarter 2017-2018  
Completed By Joan Whitson**

**Highlights:**

**Summer Reading Conference, August 1:** Represented the ELC as a guest speaker at the Retired Senior Volunteer Program of St. Johns County's annual summer volunteer conference. This program is a great resource for volunteers and is a close community partner with the ELC.

**Early Literacy Outreach Programs:**

**Book of the Month Program:** This is a program that the Episcopal Children's Services Education Specialists use in targeted centers. Each month, the Specialists focus their instruction with the provider using two books; one focused on early learning for infants and toddlers and the other for the 4-year-old child. The Specialists provide these two books each month to the provider to help build up their libraries. The ELC purchases the books for this program, assists the ECS's targeted centers by providing them with special story time events, presents the children with free books, and provides the center's teacher books and materials to duplicate the program.

**ELC Volunteer Reading Conference, September 27:** This is an annual event held at the Marywood Retreat Center in St. Johns County, where our reading volunteers are exposed to a plethora of ideas, interactive classes, professional and motivational speakers all with the goal of improving their reading and presentations skills at reading/story time events. The topics and themes presented at this conference included incorporating dramatic play, adding music and movement, rhymers are readers, using themes and picking the best books. We had 40 of our wonderful volunteers in attendance at this conference.

**Volunteer Reading Pals:** Three new volunteer trainings were facilitated in Clay, St. Johns and Putnam County where 12 new volunteer readers were added to the program. Currently, there are 70 reading pals in 44 different schools throughout these counties. This summer, the ELC added inventory and improved the three lending libraries we have in each county that volunteers use. In addition, the ELC has added a host of materials such as puppets, costumes and activity packets for our volunteers to select from which truly enhances the reading and interactive experience for the children.

**Themed Literacy Programs:** The ELC developed two new literacy programs that launched this fall: the Eric Carle themed program whose focus is on "Colors", using Eric Carle's books, "The Very Hungry Caterpillar" and "Brown Bear" and the second, a Space themed program that introduces preschoolers to the concept of space and the solar system we live in. Each child will receive a free book relating to the theme of each program and the teachers will receive a large resource bag filled with materials to duplicate the programs on their own. This year, Sandi Dunnavant will focus on presenting the Eric Carle and Mother Goose programs (her creation!) and I will focus on presenting the Space and Meet the Masters Arts program.

## **V. Staff and Committee Reports**

### **D. Executive Administrative Committee**

**Draft of November 1, 2017 Exec/Admin Meeting  
Minutes- INFORMATIONAL**

**EXECUTIVE ADMINISTRATIVE COMMITTEE**

Conference Call Meeting  
November 1, 2017  
10:30a.m.

**ATTENDANCE**

**Committee Members Present:**

Renee Williams, Vice Chair  
Theresa Little, Treasurer  
Joy Stanton, Secretary  
Myrna Allen  
Teresa Matheny, ECS  
Brian McElhone

**Committee Members Absent:**

Nancy Pearson, Board Chair- EXCUSED  
Vina Delcomyn- EXCUSED

**Others Present:**

**Coalition Staff Present:**

Dawn Bell, Chief Executive Officer  
Kim Brumfield, Office Manager  
Tajaro Dixon, Grants and Operations Manager  
Rhonda Cody, Office Manager

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**CALL TO ORDER/ROLL CALL**

The meeting was called to order at 10:33 a.m. by K. Brumfield and roll was called; quorum was present with 6 of 8 committee members in attendance.

**PUBLIC COMMENT**

No Comments.

**REVIEW OF CREDIT CARD STATEMENTS**

Employee Credit card statements were presented to the committee for the review of the months of July, August and September 2017. (Amex and Visa cards issued to D. Bell, K. Brumfield)  
There were no comments or questions.

**APPROVAL OF AUGUST 9, 2017 EXEC ADMIN MEETING MINUTES \***

1. J. Stanton motioned to approve the August 9, 2017 Exec Admin Meeting Minutes. T. Matheny seconded the motion. No discussion – motion passed unanimously.

**APPROVAL OF THE EPISCOPAL CHILDREN'S SERVICES 2017/2018 CONTRACT  
AMENDMENT #0003-17\***

Revisions:

- A. Items #1 and #2 were to add (back) language regarding the University of Florida/Lastinger Center for Learning (Early Learning Florida) contract, as this is now funded for 2017/2018.
- B. Items #2 and #3 were to add the dollar amount of the University of Florida/Lastinger Center for Learning (Early Learning Florida) contract, as this is now funded for 2017/2018.

- 2. T. Little motioned to approve the ECS 2017/2018 Contract Amendment #0003-17. J. Stanton seconded the motion. No discussion- motion passed unanimously. T. Matheny recused herself from voting, documentation attached.

**APPROVAL OF THE 2017/2018 OEL/ELC UNIVERSITY OF FLORIDA/LASTINGER  
CENTER PAY FOR PERFORMANCE CONTRACT EFFECTIVE 09/15/17 – 07/31/18  
(#SR400)**

**RETRO ACTIVE Approval (effective 09/26/17)**

This Contract for Services is made and entered into by and between The University of Florida Board of Trustees (a public body corporate of the State of Florida for the benefit of its Lastinger Center for Learning) and the ELC of North Florida.

This is a quality initiative in its third year and is being OEL mandated. (It is also known as the “Early Learning Florida” initiative.)

THIS CONTRACT is for Early Learning Florida courses that support local quality improvement/provider professional development goals.

**The Scope of Services for this contract is to:**

- A. Conduct pre-Classroom Assessment Scoring System (CLASS) observations.
- B. Conduct post-CLASS observations.
- C. Compose and enter observation notes as well as CLASS numerical scores into the Web-based Early Learning System (WELS).

- 3. T. Little motioned to approve the 2017/18 OEL/ELC University of Florida/Lastinger Center Pay for Performance contract effective 09/15/17-

**Executive/Admin Committee  
November 1, 2017**

07/31/18 (#SR400). M. Allen seconded the motion. No discussion, motion passed unanimously.

**APPROVAL OF THE 2017/2018 ELC/ECS UNIVERSITY OF FLORIDA/LASTINGER CENTER PAY FOR PERFORMANCE CONTRACT EFFECTIVE 09/15/17-07/31/18 (SR400)\***

**This contract is between the ELC and ECS to carry out the University of Florida/Lastinger Center Pay for Performance Contract. This was also added to ECS's primary contract with amendment #3.**

**This contract is basically the 'back-up' to the Primary ECS Contract Amendment #3.**

This Contract for Services is made and entered into by and between Early Learning Coalition of North Florida ("ELC"), and Episcopal Children's Services ("Contractor") *in cooperation with* The University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of its Lastinger Center for Learning ("University").

THIS CONTRACT is for Early Learning Florida courses that support local quality improvement/provider professional development goals.

**The Scope of Services for this contract is to:**

- A. Conduct pre-Classroom Assessment Scoring System (CLASS) observations.
- B. Conduct post-CLASS observations.
- C. Compose and enter observation notes as well as CLASS numerical scores into the Web-based Early Learning System (WELS).

4. T. Little motioned to approve the 2017/2018 ELC/ECS University of Florida/Lastinger Center Pay for Performance Contract effective 09/15/17-07/31/18. J. Stanton seconded the motion. No discussion- motion passed unanimously. T. Matheny recused herself from voting, documentation attached.

**APPROVAL OF THE EARLY LEARNING COALITION OF NORTH FLORIDA SCHOOL READINESS PLAN 2017-19 CERTIFICATION\***

Section 1002.85, Florida Statutes (F.S.) gives authority to the Office of Early Learning (OEL) to adopt rules setting School Readiness (SR) Program plan standardized format and required content as necessary for a coalition or other qualified entity to administer the SR Program. This statute also requires that each early learning coalition **biennially** submit a (new/updated) School Readiness (SR) Program Plan to OEL.

**Executive/Admin Committee  
November 1, 2017**

OEL released guidance and a “certification form” September 27, 2017. OEL has also assisted our ELC by ‘previewing’ our completed certification form and accompanying documents before submitting to our board. Our completed SR Plan (“pending Board approval”) is due to OEL no later than October 30, 2017.

**For Board Approval - The 2017-19 SR Plan Certification includes:**

- The certification form
- Two element attachments that required updates:
  - \* Attach II C ECS Combined Eligibility Policies Revised 100417 – showing edits
  - \* Attach VI A Public Input - ELCNF website screenshot 100317
  - \* Attach VI A Public Input - List of Board Approved minutes (“List” instead of ALL ACTUAL BOARD MINUTES that board members have already reviewed and approved, and can access on-line. ALL ACTUAL board minutes were, however, submitted to OEL.)

**Other Information:**

- Provided in the packet is also the CORE SR Plan document (all previously approved, but moved to new form) for informational/reference purposes only.
- Section III D “Quality Performance Report” is not due yet to OEL (awaiting guidance).
- Section IV A and B “Financial Management” does not require board approval, only OEL approval. (Separately - budgets and end-of-year audits are, however, board approved.)

5. T. Matheny motioned to approve the Early Learning Coalition of North Florida School Readiness Plan 2017-19 Certification. M. Allen seconded the motion. Motion passed unanimously, no discussion.

**APPROVAL OF DISTRICT SUPERINTENDENT OF SCHOOLS OR DESIGNEE, KRISTI SIMPKINS, 2<sup>ND</sup> TERM\***

**(DECEMBER 2017-DECEMBER 2021)**

Kristi has served one complete four-year term on the Coalition Board and has agreed to serve a seconded term at this time.

Kristi’s second term would extend from Dec. 2017- Dec. 2021.

6. T. Little motioned to approve District Superintendent of Schools or Designee, Kristi Simpkins, 2<sup>nd</sup> term (December 2017-December 2021). J. Stanton seconded the motion. No discussion- motion passed unanimously.

**Executive/Admin Committee  
November 1, 2017**

### **APPROVAL OF CONSULTING AGREEMENT WITH KIM BRUMFIELD\***

ELC Office Manager, Kim Brumfield has tendered her resignation. As with all pivotal positions with the coalition, we ask that these employees provide some continuing consulting in order to provide a smooth transition between outgoing and incoming employees.

This contract shall be for the period of Dec. 6, 2017 to Dec. 5, 2018; at a rate of \$23.00 per hour and the contract value is not to exceed \$12,000.00

7. T. Matheny motioned to approve the Consulting Agreement with Kim Brumfield for the period of December 6, 2017 to December 5, 2018. J. Stanton seconded the motion. No discussion-motion passed unanimously.

### **APPROVAL OF MOULTRIE PLACE LEASE CONTINUATION (ST AUGUSTINE OFFICE)\***

Staff requests approval to continue the Moultrie lease agreement of rental of office space in St. Augustine, FL. The current lease ends February 28, 2018.

The space currently houses our CEO, Finance Manager, Office Manager and Early Literacy Outreach manager. The total is \$1858.67 per month with a 3% increase each year.

8. T. Little motioned to approve the Moultrie Place lease continuation (St. Augustine office). T. Matheny seconded the motion. No discussion-motion passed unanimously.

### **APPROVAL OF THE AGREEMENT WITH CONTEMPORARY STAFFING SOLUTIONS\*- HANDOUT**

Contemporary Staffing Solutions sources, screens and refers executive, professional and office candidates for placement as a temp or direct hire.

This contract shall be a direct hire candidate placed by CSS at 20% of the candidates first year compensation.

**Executive/Admin Committee  
November 1, 2017**

9. T. Little motioned to approve the Contemporary Staffing Solutions Agreement. T. Matheny seconded the motion. No discussion-motion passed unanimously.

**REVIEW OF BOARD MEMBERSHIP- Informational**

Informational; no comments.

**COMMITTEE ABSENTEEISM LOG- Informational**

Informational; no comments.

**COMMITTEE COMMENT**

No comment

**NEXT MEETING**

December 6, 2017 2:00 p.m. –Board Meeting/Volunteer Appreciation event at World Golf Village Caddy Shack Restaurant

February 2, 2018 10:30 a.m. – Executive Administrative Committee Meeting- Conference Call

**ADJOURNMENT\***

10. M. Allen motioned to approve adjournment. T. Little seconded the motion. 10:55 am No discussion- motion passed unanimously.

**Minutes submitted by, Rhonda Cody, Office Manager November 2, 2017**

**Handout:** 1 Tentative Edited Agenda 2. Approval of Agreement with Contemporary Staffing Solutions.

**Executive/Admin Committee  
November 1, 2017**



## **V. Staff and Committee Reports**

### **D. Executive Administrative Committee**

#### **Consent Agenda:**

1. Ratify Approval of August 9, 2017 Exec/Admin Committee Meeting Minutes\*
2. Ratify Approval of ECS 2017/18 Contract Amendment #0003-17\*
3. Ratify Approval of the 2017/18 OEL/ELC University of Florida/ Lastinger Center Pay for Performance Contract effective 9/15/17-7/31/18 (#SR400)\*
4. Ratify Approval of the 2017/18 ELC/ECS University of Florida/Lastinger Center Pay for Performance Contract effective 9/15/17-7/31/18 (#SR400)\*
5. Ratify Approval of the ELC SR Plan 2017-19 Certification\*
6. Ratify Approval of District Superintendent of Schools or Designee, Kristi Simpkins, 2<sup>nd</sup> Term.\* (Dec. 2017-2021)
7. Ratify Approval of Consulting Agreement with Kim Brumfield\*
8. Ratify Approval of Moultrie Place Lease Continuation (St. Aug Office)\*
9. Ratify Approval of Agreement with Contemporary Staffing Solutions\*

#### **\*ACTION ITEM**

Early Learning Coalition of North Florida, Inc.

**EXECUTIVE ADMINISTRATIVE COMMITTEE**

Conference Call Meeting  
August 9, 2017  
10:30a.m.

**ATTENDANCE**

**Committee Members Present:**

Nancy Pearson, Board Chair  
Renee Williams, Treasurer  
Joy Stanton Secretary  
Brian McElhone  
Myrna Allen  
Vina Delcomyn

**Committee Members Absent:**

Brian Graham, EXCUSED

**Others Present:**

**Coalition Staff Present:**

Dawn Bell, Chief Executive Officer  
Kim Brumfield, Office Manager  
Tajaro Dixon, Grants and Operations Manager  
Patty Larkin, Finance Manager

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**CALL TO ORDER/ROLL CALL**

The meeting was called to order at 10:34 a.m. by N. Pearson and roll was called; quorum was present with 7 of 8 committee members in attendance.

**PUBLIC COMMENT**

No Comments.

**REVIEW OF CREDIT CARD STATEMENTS**

Employee Credit card statements were presented to the committee for the review of the months of April, May and June (Amex and Visa cards issued to D. Bell, K. Brumfield) We not only keep documented backup but we are also monitored on these cc statements. There were no comments or questions.

## **APPROVAL OF FEBRUARY 1, 2017 EXEC ADMIN MEETING MINUTES \***

1. V. Delcomyn motioned to approve the February 1, 2017 Exec Admin Meeting Minutes, as presented. J. Stanton seconded the motion. No discussion – motion passed unanimously.

## **APPROVAL OF FINANCIALS AS OF JUNE 30, 2017\***

The following reports were included in the packet for review of Financials ending June 30, 2017:

- Finance Manager Report
- Balance Sheet
- Profit & Loss Budget vs. Actual
- Profit & Loss YTD Comparison

2. R. Williams motioned to approve the Financials as of June 30, 2017. J. Stanton seconded the motion. No discussion – motion passed unanimously.

## **APPROVAL OF ELCNF BUDGET REVISION #5\***

The Coalition received a new VPK Notice of Award dated July 14, 2017. This award increased funding by \$83,000 due to a re-obligation of funds to cover fiscal year 2016-2017 anticipated expenditures.

3. R. Williams motioned to approve the ELCNF Budget Revision #5. V. Delcomyn seconded the motion. No discussion – motion passed unanimously.

## **APPROVAL OF ECS 2017-18 CONTRACT AMENDMENT #0001-17\***

### Revisions:

- A. Item #1 was added to the 2016/2017 contract with contract amendment #4 due to an extended award to July 31, 2017. However, the 2017/2018 contract did not include this language. This item is to add the same language to this year's contract and will remain in the contract for all renewal years.

- B. Items #2, 3, and 7 were to update the School Readiness budgeted amounts per the July 1, 2017 Notice of Award.
- C. Items #3 and 7 were to update the Performance Funding Project budgeted amounts per the July 1, 2017 Notice of Award. And, to delete language regarding the University of Florida/Lastinger Center for Learning (Early Learning Florida) contracts, as they were not funded for 2017/2018.
- D. Items #4, 5, 6, and 8 were to update the Voluntary Pre-Kindergarten and VPK Outreach and Awareness budgeted amounts per the July 1, 2017 Notices of Awards.

- 4. R. Williams motioned to approve the ECS 2017/18 Contract Amendment #0001-17. J. Stanton seconded the motion. No discussion – motion passed unanimously. T. Matheny abstained from the vote.

#### **APPROVAL OF THE NORTH FLORIDA 16/17 OAMI GRANT AGREEMENT\***

RETRO ACTIVE Board Approval of VPK OAMI Grant Agreement for FY 2017-18, effective July 1, 2017.

#### **If this is not done, the following would occur:**

- The Coalition would not receive the required grant funding to perform outreach and awareness of the VPK programs nor the monitoring initiative for VPK.

- 5. V. Delcomyn motioned to approve the North Florida 16/17 OAMI Grant Agreement. J. Stanton seconded the motion. No discussion – motion passed unanimously. T. Matheny abstained from voting.

#### **REVIEW AND APPROVAL OF THE COOP\***

The COOP (Continuity Of Operation Plan) establishes policy and guidance to ensure the continued execution of the mission-essential functions continue should an emergency threaten or incapacitates operations and require the relocation of selected personnel and functions of the Coalition and/or its subcontractor(s).

The COOP is to be revised if needed and submitted to OEL by October 1<sup>st</sup> of every year. The revisions made to this year's COOP are:

- Changes in names, titles and contact information.

6. R. Williams motioned to approve the 17/18 COOP. V. Delcomyn seconded the motion. No discussion- motion passed unanimously with modification noted.

**APPROVAL OF CONTRACT WITH WORLDWIDE IT\***  
THIS ITEM WAS PULLED FROM THE AGENDA.

K. Brumfield explained that WWIT is now Compass MSP, and due to the company change that just took place on August 8th with new tax id we are redoing the contract to reflect the new company information. This will be part of the September board meeting for approval. No vote was taken

**REVIEW OF BOARD MEMBERSHIP**  
INFORMATIONAL

**COMMITTEE ABSENTEEISM LOG**  
Informational; no comments.

**COMMITTEE COMMENT**  
No comments

**NEXT MEETING**  
September 20, 2017 10:30 a.m. –ANNUAL Board Meeting at World Golf Renaissance Resort Convention Center  
November 1, 2017 10:30 a.m. – Executive Administrative Committee Meeting, Conference Call

**ADJOURNMENT\***

7. R. Williams motioned to approve adjournment. M. Allen seconded the motion. 10:55 am No discussion- motion passed unanimously.

**Minutes submitted by, Kim Brumfield, Office Manager**

DRAFT 08/09/2017

**Amendment 0003-17 to Primary Services Contract  
Episcopal Children's Services**

THIS AMENDMENT, entered into between the Early Learning Coalition of North Florida, Inc. hereinafter referred to as the Coalition, and Episcopal Children's Services, hereinafter referred to as the Contractor, amends the 2017-18 primary services contract as follows:

Item #	Page #	Headings and Text
1	15	<p><b>F. <u>Collaboration:</u></b> (School Readiness/Quality/Performance Funding Project – PFP)</p> <p>The Contractor will administer <b>OEL's Performance Funding Project/OEL Grant Agreement Contract with the Coalition (OEL NOA #PP438)</b> which is incorporated by reference as if set forth in its entirety herein except that to the extent that any terms or conditions as provided for under the Project Contract/Grant conflict with the terms and conditions as stated in this agreement, the language of this agreement shall control. Administering OEL's Performance Funding Project will include providing Classroom Assessment Scoring System (CLASS) observation-based assessments to all participating providers and Making the Most of Classroom Interactions (MMCI) training to providers assigned to the provider group. The Contractor will also perform administrative, contract management, and project management responsibilities as listed in the <b>2017/2018 OEL Grant Agreement (Exhibit 2 C (8), (8.1.1, 8.2, and 8.3)</b> in support of the Early Learning Performance Funding Project. This funding is <b>exclusive</b> of the annual OEL School Readiness Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the OEL Performance Funding Project Contract/OEL Grant Agreement.</p> <p><u>The Contractor will administer <b>OEL's Early Learning Florida Contract</b> [in cooperation with The <b>University of Florida</b> Board of Trustees, a public body corporate of the State of Florida for the benefit of its <b>Lastinger Center for Learning ("University")</b>] <b>with the Coalition</b> which is incorporated by reference as if set forth in its entirety herein except that to the extent that any terms or conditions as provided for under the Early Learning Florida Contracts conflict with the terms and conditions as stated in this agreement, the language of this agreement shall control. The Contractor will perform the services described within each contract's defined scope of services. The Contractor will be reimbursed based on the payment schedules and terms and conditions as set forth within each contract.</u></p>
2	19	<p><b>VII. Method of Payment (SR)</b></p> <p>This is a cost-reimbursement contract. The Coalition shall pay the contractor for the delivery of service provided in accordance with the terms of this contract for a <b>total dollar amount</b> up to and not to exceed <b>\$14,997,291</b>. This funding is inclusive of the annual OEL School Readiness Grant Award which does not include local match funds or CCEP, and is <b>based on availability of funds. If county allocations are reduced at the state level, contracts will be amended accordingly.</b> Up to and no more than <b>\$358,142 (97BBA)</b> may be allocated to administrative expenditures.</p>

		<p>Local match will be reimbursed based on funding from match raised from local grants up to the amount earned or the amount of the local grants, whichever is less.</p> <p>In addition, the Coalition shall pay the contractor for the delivery of service provided in accordance with the terms and conditions of <b>OEL's Performance Funding Project Contract/OEL Grant Agreement with the Coalition</b> (OEL NOA #PP438) for a <b>total dollar amount</b> up to and not to exceed <b>\$234,216</b>. This funding is <b>exclusive</b> of the annual OEL School Readiness Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the OEL Performance Funding Project Contract/OEL Grant Agreement.</p> <p><u>AND, the Coalition shall pay the contractor for the delivery of service provided in accordance with the terms and conditions of <b>OEL's Pay for Performance Contract</b> [in cooperation with <b>The University of Florida</b> Board of Trustees, a public body corporate of the State of Florida for the benefit of its <b>Lastinger Center for Learning ("University")</b>] <b>with the Coalition</b> for a <b>total dollar amount</b> up to and not to exceed <b>\$35,000</b>.</u></p>
<b>3</b>	<b>64-65</b>	<b>Attachment 9 School Readiness Budget</b>
		(Attached, Pages 3-4, replaces original contract attachment and is incorporated as part of this amendment)
		<b>END OF AMENDMENTS</b>



**ATTACHMENT 9**  
**SCHOOL READINESS BUDGET**

State of Florida Notice of Award No. SR438	
DUNS # 130220796	
CFDA# / Name	Federal Award #
93.558 / TANF	G1702FLTANF (27.83%)
93.575 / CCDF Discretionary	G1702FLCCDF (40.63%)
93.596 / CCDF Mandatory	G1702FLCCDF (31.45%)
93.667 / SSBG	G1701FLS0SR (0.08%)
	Grand Total 100%

Description		OCA	ECS Dollar Amounts	Coalition Dollar Amounts	TOTALS (NOA Amounts)
General Administration		97BBA, 97FIR, 97LCA	\$358,142	\$425,000	\$783,142
Non-direct Services		97BBD	250,205	0	250,205
Systems		97SYS	0	0	0
Eligibility Determination		97BDE	666,835	0	666,835
Quality	97Q00, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT		770,043	260,669	1,030,712
Infant & Toddler Services		97INT, 97ICR, 97IAS, 97ICS	263,803	0	263,803
Inclusion		97QIN	116,481	0	116,481
Resource & Referral		97Q14	234,647	0	234,647
<b>Total Non-Slots</b>		<b>(Non-Direct)</b>	<b>\$2,660,156</b>	<b>\$685,669</b>	<b>\$3,345,825</b>
Gold Seal Payments		97GSD	520,000	0	520,000
Slots, to include: *CCEP funding of <b>\$20,118</b>			11,817,135	0	11,817,135
<b>Total Slots</b>		<b>(Direct Services)</b>	<b>\$12,337,135</b>	<b>\$0</b>	<b>\$12,337,135</b>
<b>Grand Total</b>			<b>\$14,997,291</b>	<b>\$685,669</b>	<b>\$15,682,960</b>

### Supplemental Contracts

(Exclusive of OEL School Readiness Grant Award Funding)

<b>Performance Funding Project</b> (OEL NOA #PP438) (CFDA# 93.575 CCDF, Federal Award No. G1702FLCCDF – 100% funding) (DUNS #130220796) <b>Total</b> (total dollar amount up to and not to exceed)	<b>\$234,216</b>
<b><u>Pay for Performance</u></b> (through the University of Florida) <b><u>Contract SR400</u></b> (total dollar amount up to and not to exceed)	<b><u>\$35,000</u></b>

THIS AMENDMENT shall begin on November 1, 2017, or the date, on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment is hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this 5 page amendment to be executed by their officials thereunto duly authorized.

**EARLY LEARNING COALITION OF  
NORTH FLORIDA**

**EPISCOPAL CHILDREN'S SERVICES,  
INC.**

**NAME** \_\_\_\_\_

**NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_

## **CONTRACT FOR SERVICES**

**This Contract for Services** (this “Contract”) is made and entered into as of this 15th day of September 2017, by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of its Lastinger Center for Learning (“Contractor”), and Early Learning Coalition of North Florida (“Subcontractor”) pursuant to the University contract SR400 with the Office of Early Learning (OEL) and authorized Standard Contract Attachment 1, Section 23, Subcontracts and Attachment 5, Section C. 1.10.

Contractor hereby engages Subcontractor to provide the Services (hereinafter defined), and Subcontractor hereby accepts such engagement, on the terms and conditions set forth in this Contract.

1. **Services.** Subcontractor shall perform the services described on Exhibit A, attached hereto and incorporated herein by reference (the “Services”). All Services shall be performed in a timely, diligent and professional manner, consistent with the best practices of Subcontractor’s industry.
2. **Term.** The term of this Contract is set forth on Exhibit A.
3. **Compensation and Payment.** Contractor shall pay Subcontractor as the total compensation for the Services the amount set forth on Exhibit A, on the payment schedule set forth on Exhibit A. Subcontractor shall not be entitled to any other fees, reimbursements or compensation under this Contract. Subcontractor shall be responsible for the payment of all general excise taxes, income taxes and any other taxes required to be paid to federal, state and local taxing authorities with respect to any fees or other amounts paid to Subcontractor. Payment shall be made within thirty (30) days of satisfactory completion of the Services and presentation of a properly completed invoice.
4. **Addresses for Notices.** All Notices under this Contract shall be made in writing the addresses set forth on Exhibit A.
5. **Standard Terms.** The standard terms and conditions of this Contract are set forth on Exhibit B, attached hereto and incorporated herein by reference. All capitalized terms, unless otherwise defined herein, shall have the meanings given to them in the Standard Terms. In the event of a conflict between the terms contained herein and the Standard Terms, the terms contained herein shall prevail.
6. **Additional Terms.** The additional terms and conditions of this Contract prescribed by University of Florida Contract SR400 are set forth on Exhibit C only, attached hereto and incorporated herein by reference. In the event of a conflict between the terms contained herein and the Standard Terms, the terms contained herein shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

CONTRACTOR:

SUBCONTRACTOR:

The University of Florida Board of Trustees  
for the benefit of Lastinger Center for Learning

Early Learning Coalition of North Florida

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **1. Scope of Services (Section 1).**

#### **A. Conduct pre-Classroom Assessment Scoring System® (CLASS®) observations.**

1. Assessors and ELC staff must hold a valid certificate for any CLASS® tools, and all ELCs must submit CLASS® certifications for staff conducting observations.
2. Make contact with provider and schedule observations using approved observer script.
3. All pre-CLASS® observations, with four (4) cycles of twenty (20) minutes, must be completed by 10/20/17.
4. Enter all CLASS numerical scores into WELS within two (2) business days of conducting assessment.
5. Compose and enter observation notes for every observation dimension into WELS within two (2) business days of conducting assessment.
6. CLASS observations may be submitted for invoicing if they were designated by the Office of Early Learning as “active” at the time of the observation, regardless of their status at the end of the assessment period.

#### **B. Conduct post-CLASS® observations.**

1. Assessors and ELC staff must hold a valid certificate for any CLASS® tools, and all ELCs must submit CLASS® certifications for staff conducting observations.
2. Make contact with provider and schedule observations using approved observer script.
3. All post-CLASS® observations must be conducted between 4/1/2018 and 6/30/2018.
4. Conduct each post-assessment, with four (4) cycles of twenty (20) minutes, using the appropriate CLASS® tool.
5. Enter all CLASS numerical scores into WELS within two (2) business days of conducting assessment.
6. Compose and enter observation notes for every observation dimension into WELS within two (2) business days of conducting assessment.
7. CLASS observations may be submitted for invoicing if they were designated by the Office of Early Learning as “active” at the time of the observation, regardless of their status at the end of the assessment period.

2. **Term (Section 2).** The term of this Contract shall begin on September 15, 2017 and terminate on July 31, 2018. The term of this Contract may be extended by Contractor for an additional period of six (6) months. If Contractor desires to exercise this extension right, it shall so notify Subcontractor no later than thirty (30) days prior to the date the initial term expires.

3. **Compensation and Payment Schedule (Section 3).**

Description	Unit Cost	Evidence of Completion
Pre-CLASS® observation	\$350 per observation	Record of observation uploaded into WELS
Post- CLASS® observation	\$350 per observation	Record of observation uploaded into WELS

The total amount payable under this Agreement for Assessor duties shall not exceed \$35,000.

4. **Notices (Section 4).**

**Contractor:**

Lastinger Center for Learning  
P. O. Box 11705  
Gainesville, FL 32611

Attention: Donald Pemberton, Director  
Phone: (352) 273-4108  
Fax: (352) 392-3505  
Email: [dpemberton@coe.ufl.edu](mailto:dpemberton@coe.ufl.edu)

**Subcontractor:**

Early Learning Coalition of North Florida  
2450 Old Moultrie Road Suite 103  
St. Augustine, FL 32086

Attention: \_\_\_\_\_  
Phone: 904-342-2267  
Email: [plarkin@elcnorthflorida.org](mailto:plarkin@elcnorthflorida.org)

**EXHIBIT B**  
**UNIVERSITY OF FLORIDA CONTRACT ADDENDUM**  
**STANDARD TERMS AND CONDITIONS**

**Availability of Funds.** The Contractor's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and/or the allocation of funds through contractor or grant programs.

**Tax Exempt.** The University of Florida, an agency of the State of Florida, is exempt from State of Florida Sales Tax and Federal Excise Tax. Tax Exempt ID number 85-5012646174C-8.

**Payment.** Subcontractor shall submit bills for compensation for services or expenses in detail sufficient for a proper pre-and post-audit. Subcontractor is responsible for any taxes due under this Agreement. UF's performance and obligation to pay under the Agreement is contingent upon the State of Florida Legislature's annual appropriation and/or the allocation of funds through contractor or grant programs. UF will make payment in accordance with UF Regulation 6C1-3.022. If UF does not issue payment within 30 days of receipt of a proper invoice, UF will pay to Subcontractor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. Subcontractors experiencing payment problems may contact the Vendor Ombudsman at (352) 392-1241.

**Relationship of the Parties.** Subcontractor is an independent contractor, and neither Subcontractor nor Subcontractor's employees, agents, or other representatives shall be considered UF employees or agents. It is understood and agreed by the parties that nothing contained in this Contract shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Contract. Subcontractor shall not use UF's name, trademarks, logos, or marks without UF's prior written approval. Subcontractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Subcontractor also assumes such risk with respect to the willful or negligent acts or omissions of Subcontractor's subcontractors or persons otherwise acting or engaged to act at the instance of Subcontractor in furtherance of Subcontractor fulfilling Subcontractor's obligations under the Agreement.

**Confidentiality of Information.** If Subcontractor is exposed to UF's confidential information, Subcontractor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and UF will respond to public records requests without any duty to give Subcontractor prior notice. This provision shall survive termination of the Agreement.

**General Provisions.** A. Nothing in this Agreement shall be construed as an indemnification of the Subcontractor by UF or as a waiver of sovereign immunity beyond that provided in Fla. Stat. §768.28. B. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties' successors and assigns. C. Any clauses in the Agreement regarding: arbitration or mediation, restrictions on the hiring of Subcontractor's employees or grants of exclusivity to Subcontractor are null and void. D. The Contractor cannot agree to waive trial by jury or any other procedural or substantive right such as the right to a specific type of relief. E. Subcontractor will have and maintain types and amounts of insurance that at a minimum cover the Subcontractor's (or subcontractor's) exposure in performing this Agreement. UF is self-insured, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for this Agreement. F. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Alachua County, Florida.

**Sovereign Immunity.** The Contractor, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The Contractor will not agree to (i) indemnify or hold harmless any Subcontractor; (ii) be liable for Subcontractor's attorneys' fees under any circumstances; or (iii) binding arbitration or mediation. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of Contractor or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either Contractor's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

**Ownership of Works.** All reports, studies, plans, deliverables, strategies, materials, discoveries, inventions, processes, designs, plans, trade secrets, data, information, documents and other work (collectively, "Work"), whether of a technical nature or not, made, developed or obtained by Subcontractor pursuant to this Contract or in connection with the provision of the Services shall be the sole and exclusive property of Contractor and any copyrightable Work shall be deemed a "work made for hire" under the United States copyright laws. Should such Work not constitute a "work made for hire" under the United States copyright laws, Subcontractor hereby grants, transfers, assigns, and conveys to Contractor and its successors and assigns, the entire right, title, and interest in the Work or any part thereof. Immediately upon termination of this Contract for any reason, all Work, in whatever form, shall be turned over to Contractor. This provision shall survive the termination of this Contract.

**Payment Card Industry Data Security Standard.** For e-commerce business and/or credit card transactions, Subcontractor agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or



Payment card Industry Data Security Standard.

**Payment and Invoice Information.** All invoices will need to contain either a **UF purchase order number** or the **8-digit department ID number** of the department with which you are doing business. All invoices for payment should be submitted to the University of Florida via:

Email: email a .pdf or .tif file to [ufl@invoices.corcentric.com](mailto:ufl@invoices.corcentric.com). The file must be attached to the email and not embedded within the email. There can be multiple files per email but each file should only contain one invoice.

or

Mail to: UF – Accounts Payable  
PO Box 115350  
971 Elmore Drive  
Gainesville, FL 32611-5350

**Force Majeure.** “Event of Force Majeure” means any strike (except those involving the employees or agents of the party seeking protection of this clause), lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question. Subcontractor shall give prompt notice to University of Florida of any actual or potential labor dispute which may affect performance of this contract.

**Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and the Contractor. Contractor and Subcontractor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Alachua County, Florida.

**Indemnification.** The Successful Subcontractor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Subcontractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Subcontractor’s obligation under this provision shall not extend to any liability caused by the sole negligence of the University of Florida Board of Trustees, Contractor, or its officers, agents, and employees. **DUE TO ITS SOVEREIGN IMMUNITY, UF WILL NOT AGREE TO INDEMNIFY**

## SUBCONTRACTOR.

**Public Records.** All contract information becomes subject to Florida Public Records law, F.S. Chapter 119. **IF THE SUBCONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBCONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 846-3903, email: [PR-Request@ufl.edu](mailto:PR-Request@ufl.edu), PO Box 113156, Gainesville, FL 32611-3156**

**Travel.** Any travel authorized by this Contract and being compensated separately shall be compensated in accordance with the Contractor's travel policy (<http://www.fa.ufl.edu/directives-and-procedures/travel/>) and Subcontractor shall be required to provide all back-up documentation required by the policy.

**Conflict of Interest.** Subcontractors must disclose the name(s) of any officer, director, or agent who is also an employee of the University of Florida. Further, Subcontractor must disclose the name of any University of Florida employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Subcontractor's business.

**State Vendor Lists.** Subcontractor represents that neither it nor its affiliates is currently on, and for the past 36 months has been on, the State of Florida's discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).

**Notices.** All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of Contractor or Subcontractor, as applicable, set forth in Exhibit A, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Telephone and facsimile numbers and e-mail addresses are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

**Termination.** UF may terminate this Agreement by giving Subcontractor prior written notice of termination. UF shall only be liable for payment of services rendered and accepted by UF prior to the date of termination.

**Unilateral Cancellation.** This Contract may be unilaterally canceled by Contractor for refusal by Subcontractor to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received

by Subcontractor in conjunction with this Contract.

**Miscellaneous.** This Contract may be modified or altered only by written agreement signed by both Contractor and Subcontractor. Time is of the essence with respect to this Contract. Subcontractor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Contract. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.

**Record-Keeping.** Subcontractor agrees to retain all records relating to this Contract during the term and for a period of five (5) years thereafter and to make those records available at all reasonable times for inspection and audit by Contractor and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at the Contractor's Gainesville campus or other location designated by Contractor upon reasonable notice to Subcontractor.

**EXHIBIT C**  
**TERMS AND CONDITIONS FROM SR400**

Attachment 1, Section 23

**Subcontracts**

The Contractor shall not subcontract any of the work contemplated under the Contract without prior written approval of the Office. Any subcontract or other transfer of duties and responsibilities without prior approval of the Office shall be null and void.

The Contractor agrees to be responsible for all work performed and all expenses incurred with the Project. If the Office permits the Contractor to subcontract all or part of the work contemplated under the Contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Contractor that all such subcontract arrangements shall be evidenced by a written document which shall include a detailed scope of work, specific deliverables with quantifiable, measurable and verifiable units, performance measures and financial consequences and shall be subject to prior review and approval by the Office. The review of the written subcontract document by the Office will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of the Contract. In subcontracting, the Contractor shall ensure that the subcontractor has the same responsibilities to the Contractor with respect to the subcontracted work that the Contractor has to the Office.

The Contractor shall administer the activities of the subcontractor. The Contractor further agrees that the Office shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Office against such claims. The Contractor retains sole responsibility for the qualifications of all persons working on this Contract whether Contractor's employees or any Subcontractors' employees.

In the event the State approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the representatives of the Contractor.

Attachment 5, Section C. 1.10

**CLASS coordination**

The Contractor may subcontract with other entities to conduct CLASS pre and post observations and/or data entry with participating providers.

## **CONTRACT FOR SERVICES**

**This Contract for Services** (this “Contract”) is made and entered into as of this 15th day of September 2017, by and between **Early Learning Coalition of North Florida** (“ELC”), and **Episcopal Children’s Services** (“Contractor”) in cooperation with the **University of Florida** Board of Trustees, a public body corporate of the State of Florida for the benefit of its **Lastinger Center** for Learning (“University”), pursuant to the University contract **SR400** with the Office of Early Learning (OEL) and authorized Standard Contract Attachment 1, Section 23, Subcontracts and Attachment 5, Section C. 1.10.

ELC hereby engages Contractor to provide the Services (hereinafter defined), and Contractor hereby accepts such engagement, on the terms and conditions set forth in this Contract.

1. **Services.** Contractor shall perform the services described on Exhibit A, attached hereto and incorporated herein by reference (the “Services”). All Services shall be performed in a timely, diligent and professional manner, consistent with the best practices of Contractor’s industry.
2. **Term.** The term of this Contract is set forth on Exhibit A.
3. **Compensation and Payment.** ELC shall pay Contractor as the total compensation for the Services the amount set forth on Exhibit A, on the payment schedule set forth on Exhibit A. Contractor shall not be entitled to any other fees, reimbursements or compensation under this Contract. Contractor shall be responsible for the payment of all general excise taxes, income taxes and any other taxes required to be paid to federal, state and local taxing authorities with respect to any fees or other amounts paid to Contractor. Payment shall be made within thirty (30) days of satisfactory completion of the Services and presentation of a properly completed invoice.
4. **Addresses for Notices.** All Notices under this Contract shall be made in writing the addresses set forth on Exhibit A.
5. **Standard Terms.** The standard terms and conditions of this Contract are set forth on Exhibit B, attached hereto and incorporated herein by reference. All capitalized terms, unless otherwise defined herein, shall have the meanings given to them in the Standard Terms. In the event of a conflict between the terms contained herein and the Standard Terms, the terms contained herein shall prevail.
6. **Additional Terms.** The additional terms and conditions of this Contract prescribed by University of Florida Contract SR400 are set forth on Exhibit C only, attached hereto and incorporated herein by reference. In the event of a conflict between the terms contained herein and the Standard Terms, the terms contained herein shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

ELC: Early Learning Coalition of North Florida

Contractor: Episcopal Children’s Services

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Dawn E. Bell

Name: Connie Stophel

Title: C. E. O.

Title: C. E. O.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **1. Scope of Services (Section 1).**

#### **A. Conduct pre-Classroom Assessment Scoring System® (CLASS®) observations.**

1. Assessors and ELC staff must hold a valid certificate for any CLASS® tools, and all ELCs must submit CLASS® certifications for staff conducting observations.
2. Make contact with provider and schedule observations using approved observer script.
3. All pre-CLASS® observations, with four (4) cycles of twenty (20) minutes, must be completed by 10/20/17.
4. Enter all CLASS numerical scores into WELS within two (2) business days of conducting assessment.
5. Compose and enter observation notes for every observation dimension into WELS within two (2) business days of conducting assessment.
6. CLASS observations may be submitted for invoicing if they were designated by the Office of Early Learning as “active” at the time of the observation, regardless of their status at the end of the assessment period.

#### **B. Conduct post-CLASS® observations.**

1. Assessors and ELC staff must hold a valid certificate for any CLASS® tools, and all ELCs must submit CLASS® certifications for staff conducting observations.
2. Make contact with provider and schedule observations using approved observer script.
3. All post-CLASS® observations must be conducted between 4/1/2018 and 6/30/2018.
4. Conduct each post-assessment, with four (4) cycles of twenty (20) minutes, using the appropriate CLASS® tool.
5. Enter all CLASS numerical scores into WELS within two (2) business days of conducting assessment.
6. Compose and enter observation notes for every observation dimension into WELS within two (2) business days of conducting assessment.
7. CLASS observations may be submitted for invoicing if they were designated by the Office of Early Learning as “active” at the time of the observation, regardless of their status at the end of the assessment period.

2. **Term (Section 2).** The term of this Contract shall begin on September 15, 2017 and terminate on July 31, 2018. The term of this Contract may be extended by ELC for an additional period of six (6) months. If ELC desires to exercise this extension right, it shall so notify Contractor no later than thirty (30) days prior to the date the initial term expires.

3. **Compensation and Payment Schedule (Section 3).**

Description	Unit Cost	Evidence of Completion
Pre-CLASS® observation	\$350 per observation	Record of observation uploaded into WELS
Post- CLASS® observation	\$350 per observation	Record of observation uploaded into WELS

The total amount payable under this Agreement for Assessor duties shall not exceed \$35,000.

4. **Notices (Section 4).**

**University:**

Lastinger Center for Learning  
P. O. Box 11705  
Gainesville, FL 32611

Attention: Donald Pemberton, Director  
Phone: (352) 273-4108  
Fax: (352) 392-3505  
Email: [dpemberton@coe.ufl.edu](mailto:dpemberton@coe.ufl.edu)

**ELC:**

Early Learning Coalition of North Florida  
2450 Old Moultrie Road Suite 103  
St. Augustine, FL 32086

Attention: \_\_\_\_\_  
Phone: 904-342-2267  
Email: [plarkin@elcnorthflorida.org](mailto:plarkin@elcnorthflorida.org)

**EXHIBIT B**  
**STANDARD TERMS AND CONDITIONS**

**Availability of Funds.** The ELC's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and/or the allocation of funds through ELC or grant programs.

**Tax Exempt.** The University of Florida, an agency of the State of Florida, is exempt from State of Florida Sales Tax and Federal Excise Tax. Tax Exempt ID number 85-5012646174C-8.

**Payment.** Contractor shall submit bills for compensation for services or expenses in detail sufficient for a proper pre-and post-audit. Contractor is responsible for any taxes due under this Agreement. UF's performance and obligation to pay under the Agreement is contingent upon the State of Florida Legislature's annual appropriation and/or the allocation of funds through ELC or grant programs. UF will make payment in accordance with UF Regulation 6C1-3.022. If UF does not issue payment within 30 days of receipt of a proper invoice, UF will pay to Contractor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. Contractors experiencing payment problems may contact the Contractor Ombudsman at (352) 392-1241.

**Relationship of the Parties.** Contractor is an independent contractor, and neither Contractor nor Contractor's employees, agents, or other representatives shall be considered UF employees or agents. It is understood and agreed by the parties that nothing contained in this Contract shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Contract. Contractor shall not use UF's name, trademarks, logos, or marks without UF's prior written approval. Contractor represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Contractor also assumes such risk with respect to the willful or negligent acts or omissions of Contractor's subcontractors or persons otherwise acting or engaged to act at the instance of Contractor in furtherance of Contractor fulfilling Contractor's obligations under the Agreement.

**Confidentiality of Information.** If Contractor is exposed to UF's confidential information, Contractor will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and UF will respond to public records requests without any duty to give Contractor prior notice. This provision shall survive termination of the Agreement.



**General Provisions.** A. Nothing in this Agreement shall be construed as an indemnification of the Contractor by UF or as a waiver of sovereign immunity beyond that provided in Fla. Stat. §768.28. B. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties' successors and assigns. C. Any clauses in the Agreement regarding: arbitration or mediation, restrictions on the hiring of Contractor's employees or grants of exclusivity to Contractor are null and void. D. The University cannot agree to waive trial by jury or any other procedural or substantive right such as the right to a specific type of relief. E. Contractor will have and maintain types and amounts of insurance that at a minimum cover the Contractor's (or subcontractor's) exposure in performing this Agreement. UF is self-insured, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for this Agreement. F. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Alachua County, Florida.

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Email: email a .pdf or .tif file to [ufl@invoices.corcentric.com](mailto:ufl@invoices.corcentric.com). The file must be attached to the email and not embedded within the email. There can be multiple files per email but each file should only contain one invoice.

or

Mail to: UF – Accounts Payable  
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Gainesville, FL 32611-5350

**Force Majeure.** “Event of Force Majeure” means any strike (except those involving the employees or agents of the party seeking protection of this clause), lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question. Contractor shall give prompt notice to University of Florida of any actual or potential labor dispute which may affect performance of this contract.

**Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and the Contractor. ELC and Contractor shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Alachua County, Florida.

**Indemnification.** The Successful Contractor shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Contractor’s obligation under this provision shall not extend to any liability caused by the sole negligence of the University of Florida Board of Trustees, ELC, or its officers, agents, and employees. **DUE TO ITS SOVEREIGN IMMUNITY, UF WILL NOT AGREE TO INDEMNIFY**

SUBCONTRACTOR.

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**Travel.** Any travel authorized by this Contract and being compensated separately shall be compensated in accordance with the Contractor's travel policy (<http://www.fa.ufl.edu/directives-and-procedures/travel/>) and Contractor shall be required to provide all back-up documentation required by the policy.

**Conflict of Interest.** Contractors must disclose the name(s) of any officer, director, or agent who is also an employee of the University of Florida. Further, Contractor must disclose the name of any University of Florida employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's business.

**State Vendor Lists.** Contractor represents that neither it nor its affiliates is currently on, and for the past 36 months has been on, the State of Florida's discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).

**Notices.** All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of ELC or Contractor, as applicable, set forth in Exhibit A, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Telephone and facsimile numbers and e-mail addresses are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

**Termination.** UF may terminate this Agreement by giving ELC/Contractor prior written notice of termination. UF shall only be liable for payment of services rendered and accepted by UF prior to the date of termination.

**Unilateral Cancellation.** This Contract may be unilaterally canceled by ELC for refusal by Contractor to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received

by Contractor in conjunction with this Contract.

**Miscellaneous.** This Contract may be modified or altered only by written agreement signed by both ELC and Contractor. Time is of the essence with respect to this Contract. Contractor shall not assign, transfer, delegate, subcontract, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Contract. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.

**Record-Keeping.** Contractor agrees to retain all records relating to this Contract during the term and for a period of five (5) years thereafter and to make those records available at all reasonable times for inspection and audit by ELC/University and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at the University's Gainesville campus or other location designated by University upon reasonable notice to Contractor.

**EXHIBIT C**  
**TERMS AND CONDITIONS FROM SR400**

Attachment 1, Section 23

**Subcontracts**

The Contractor shall not subcontract any of the work contemplated under the Contract without prior written approval of the Office/ELC. Any subcontract or other transfer of duties and responsibilities without prior approval of the Office/ELC shall be null and void.

The Contractor agrees to be responsible for all work performed and all expenses incurred with the Project. If the Office/ELC permits the Contractor to subcontract all or part of the work contemplated under the Contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Contractor that all such subcontract arrangements shall be evidenced by a written document which shall include a detailed scope of work, specific deliverables with quantifiable, measurable and verifiable units, performance measures and financial consequences and shall be subject to prior review and approval by the Office/ELC. The review of the written subcontract document by the Office/ELC will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of the Contract. In subcontracting, the Contractor shall ensure that the subcontractor has the same responsibilities to the Contractor with respect to the subcontracted work that the Contractor has to the Office/ELC.

The Contractor shall administer the activities of the subcontractor. The Contractor further agrees that the Office/ELC shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Office/ELC against such claims. The Contractor retains sole responsibility for the qualifications of all persons working on this Contract whether Contractor's employees or any Subcontractors' employees.

In the event the State approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the representatives of the Contractor.

Attachment 5, Section C. 1.10

**CLASS coordination**

The Contractor may subcontract with other entities to conduct CLASS pre and post observations and/or data entry with participating providers.



# Program Integrity School Readiness Policy Unit 2017-19 Coalition Plan

## Coalition Plan Certification

A Publication of the  
Office of Early Learning

September 2017

## Purpose

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The intention of this certification is to validate and certify the coalition's approved School Readiness (SR) Program Plan, on file with the Office of Early Learning (OEL) School Readiness Policy Section, is current and in use. It is OEL's intent to request only those SR Program Plan Elements that have changed, require annual updates or require updates based on rules that became effective after the previous coalition plan submission and approval.

By completing this certification, the early learning coalition acknowledges and confirms that School Readiness services will be executed as approved by OEL and in compliance with all applicable federal, state and local laws and regulations and the approved State Child Care and Development Fund (CCDF) Plan.

## Instructions

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Indicate "Yes," "No" or "N/A" to certify the coalition's current SR Program Plan aligns with the most recently approved plan element on file at OEL, as indicated by the "approval date" column. The "N/A" option should only be used for those elements that are not applicable to the coalition, (example: Element I.E. Fiscal Agent Contract). If the coalition indicates "No" for any of the elements below, the coalition should submit a plan amendment to OEL for review. If a coalition needs to amend an element, please indicate this in the comments/explanation column.

The elements shaded in grey require the coalition to submit updated attachments to reflect recent revisions to rule. The coalition will submit a plan amendment for each element for approval from OEL.

Once the coalition submits the completed certification with all elements requiring amendments, OEL will have 45 days to review and approve the revised SR Program Plan.

EARLY LEARNING COALITION OF <u>NORTH FLORIDA</u>						
COMPLETION DATE: <u>SELECT DATE</u>						
Certifications		Approval Date	Yes	No	N/A	Comments/Explanations
<b>I. Coalition Operations -</b>						
<b>A</b>	The coalition certifies that it is operating according to its most recently SR plan-approved <b>Board Roster</b> . If the coalition has a new board roster or has experienced recent changes in its board composition, submit a plan amendment and upload the new roster onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>10/12/2017</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>B</b>	The coalition certifies that it is operating according to its SR plan-approved <b>Business Organization</b> chart, which includes the coalition's business units by title and function. The chart also includes position titles for each position within a unit. If the coalition has a new business organization chart or has experienced recent changes in its business organization, submit a plan amendment and upload the new business organization chart onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>7/22/2016</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>C</b>	The coalition certifies that it is operating according to its SR plan-approved <b>Articles of Incorporation</b> . If the coalition has a new board roster or has experienced recent changes in its articles of incorporation, submit a plan amendment and upload the new articles of incorporation onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>10/22/2015</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>D</b>	The coalition certifies that it is operating according to its SR plan-approved <b>Bylaws</b> . If the coalition has a new board roster or has experienced recent changes in its bylaws, submit a plan amendment and upload the new bylaws onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>10/22/2015</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>E</b>	The coalition certifies that it is operating according to its SR plan-approved <b>Fiscal Agent Contract</b> . If the coalition has a new fiscal agency contract or has experienced recent changes in its fiscal agent contract, submit a plan amendment and upload the new fiscal agent contract onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>SELECT DATE</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	



EARLY LEARNING COALITION OF <u>NORTH FLORIDA</u>						
COMPLETION DATE: <u>SELECT DATE</u>						
Certifications		Approval Date	Yes	No	N/A	Comments/Explanations
	<i>*This applies only to coalitions that are not organized as a corporation or other business entity.</i>					
<b>F</b>	The coalition certifies that it is operating according to its SR plan-approved <b>Procurement</b> policies and procedures. If the coalition has a new procurement policy and procedure or has experienced recent changes in its procurement policies and procedures, submit a plan amendment and upload the new policies and procedures onto SharePoint in the 2017-19 Coalition Plan Submission Folder. <i>* The extended deadline for federal requirement to revise procurement policies is December 2017.</i>	<u>11/30/2016</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>G</b>	The coalition certifies that it is operating according to its SR plan-approved <b>Tangible Personal Property Maintenance</b> policies and procedures. If the coalition has a new policy or procedure or has experienced recent changes in its policies and procedures, submit a plan amendment and upload the policies and procedures onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>11/30/2016</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>H</b>	The coalition certifies that it is operating according to its SR plan-approved <b>Records Maintenance</b> policies and procedures. If the coalition has a new policy or procedure or has experienced recent changes in its policies and procedures, submit a plan amendment and upload the policies and procedures onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>4/20/2017</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>I</b>	The coalition certifies that it is operating according to its SR plan-approved <b>Information Technology Security Controls</b> policies and procedures. If the coalition has a new policy or procedure or has experienced recent changes in its policies and procedures, submit a plan amendment and upload the policies and procedures onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>8/18/2017</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EARLY LEARNING COALITION OF <u>NORTH FLORIDA</u>						
COMPLETION DATE: <u>SELECT DATE</u>						
Certifications		Approval Date	Yes	No	N/A	Comments/Explanations
<b>J</b>	<p>The coalition certifies that it is operating according to its SR plan-approved <b><i>Disbursements</i></b> policies and procedures. If the coalition has a new policy or procedure or has experienced recent changes in its policies and procedures, submit a plan amendment and upload the policies and procedures onto SharePoint in the 2017-19 Coalition Plan Submission Folder.</p> <p style="color: blue; font-size: small;">* The extended deadline for federal requirement to revise procurement policies is to December 2017.</p>	<u>11/30/2016</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>II. Implementation -</b>						
<b>A</b>	<b><i>Minimum Children to be Served by Care Level</i></b> – OEL requires the coalition to submit the minimum number of children to be served by care level.	<u>7/24/2017</u>				
<b>B</b>	<b><i>School Readiness Application and Waiting List Procedures</i></b> – OEL requires the coalition to submit a revised application and waiting list policies and procedures for 2017-19.	<u>7/24/2017</u>				
<b>C</b>	<b><i>Eligibility and Enrollment Policies and Procedures</i></b> – OEL requires the coalition submit a revised eligibility and enrollment policies and procedures for 2017-19.	<u>7/24/2017</u>				submitted revised policies on 10/3/17
<b>D</b>	The coalition certifies that it is operating according to its SR plan-approved <b><i>Parent Access and Choice</i></b> policies and procedures. If the coalition has a new policy or procedure or has experienced recent changes in its policies and procedures, submit a plan amendment and upload the policies and procedures onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>10/22/2015</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>E</b>	The coalition certifies that it is operating according to its SR plan-approved <b><i>Sliding Fee Scale</i></b> and associated policies. If the coalition has a new policy or procedure or has experienced recent changes in its scale, policies and procedures, submit a plan amendment and upload the scale, policies and	<u>6/6/2017</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

EARLY LEARNING COALITION OF <u>NORTH FLORIDA</u>						
COMPLETION DATE: <u>SELECT DATE</u>						
Certifications		Approval Date	Yes	No	N/A	Comments/Explanations
	procedures onto SharePoint in the 2017-19 Coalition Plan Submission Folder.					
<b>F</b>	The coalition certifies that it is operating according to its SR plan-approved <b><i>Pre/Post Assessment Use</i></b> policies and procedures. If the coalition has a new policy or procedure or has experienced recent changes in its policies and procedures, submit a plan amendment and upload the policies and procedures onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>10/22/2015</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>G</b>	The coalition certifies that it is operating according to its SR plan-approved <b><i>Provider Payment Rates</i></b> and associated policies and procedures. If the coalition has new payment rates, policy or procedure or has experienced recent changes in its payment rates, policies and procedures, submit a plan amendment and upload the policies and procedures onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>1/27/2017</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>III. Quality Activities and Services -</b>						
<b>A</b>	The coalition certifies that it is operating according to its SR plan-approved <b><i>Child Care Resource and Referral and School-Aged Care</i></b> activities. If the coalition has a new practice, submit a plan amendment and upload the revisions onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>7/24/2017</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>B</b>	The coalition certifies that it is operating according to its SR plan-approved <b><i>Infant and Toddler Early Learning Programs</i></b> activities. If the coalition has a new practice, submit a plan amendment and upload the revisions onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>7/24/2017</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>C</b>	The coalition certifies that it is operating according to its SR plan-approved <b><i>Inclusive Early Learning Programs</i></b> activities. If the coalition has a new practice, submit a plan amendment and upload the revisions onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>10/22/2015</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>EARLY LEARNING COALITION OF <u>NORTH FLORIDA</u></b>						
<b>COMPLETION DATE: <u>SELECT DATE</u></b>						
Certifications		Approval Date	Yes	No	N/A	Comments/Explanations
<b>D</b>	<b><i>Quality and Performance Report</i></b> – OEL requires the coalition to submit the Quality and Performance Report.					pending ELCsubmission
<b>IV. Financial Management -</b>						
<b>A</b>	<b><i>Budget</i></b> – OEL requires the coalition to submit a budget annually by August 25th.	<u>8/31/2017</u>				
<b>B</b>	<b><i>Prior Year Revenues and Expenditures</i></b> – OEL requires the coalition to submit its prior year’s revenues and expenditures report annually by October 1st.	<u>SELECT DATE</u>				submitted to FABs on 9/29/17
<b>V. Monitoring -</b>						
<b>A</b>	<b><i>Monitoring Plan and Procedures</i></b> – OEL requires the coalition to submit the monitoring plan and procedures for monitoring SR Program Providers.	<u>7/24/2017</u>				
<b>B</b>	The coalition certifies that it is operating according to its SR plan-approved <b><i>Grievance/Complaint</i></b> policies and procedures. If the coalition has a new policy or procedure or has experienced recent changes in its policies and procedures, submit a plan amendment and upload the policies and procedures onto SharePoint in the 2017-19 Coalition Plan Submission Folder.	<u>10/6/2016</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>VI. Coalition Plan Validation -</b>						
<b>A</b>	<b><i>Public Input</i></b> – A SR program plan a coalition submits must include documentation that the coalition has solicited from the local community and considered comments regarding the plan.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10/3/17 submission
<b>For coalition use only.</b>						
The coalition certifies that it will provide all services compliance with the plan as OEL approved. The coalition further certifies that it will provide that it will provide the local services in compliance with all applicable federal, state and local laws and regulations and the State Child Care and Development Fund Plan that Federal Department of Health and Human Services approved.						

EARLY LEARNING COALITION OF <u>NORTH FLORIDA</u>							
COMPLETION DATE: <u>SELECT DATE</u>							
Certifications			Approval Date	Yes	No	N/A	Comments/Explanations
Authorized Signature:	Printed Name:	Title:	Date:				
<b>For OEL use only.</b>							
<i>OEL review. After receipt of a complete school readiness plan or amendment (including required supporting documents), OEL shall review the certification and approve, reject, or approve with conditions the provisions of the certification and provide written notification to the early learning coalition of its action within 30 business days of receipt of the completed document. OEL shall base its approval, rejection, or approval with conditions on the coalition's compliance with Chapter 1002, Part VI, F.S., the federal Child Care and Development Fund (CCDF) Block Grant Florida State Plan, the federal CCDF regulations located at Title 45 Code of Federal Regulations Part 98, Subparts B through G and K and the School Readiness Plan Guide. The coalition shall not implement school readiness plans or amendments without the express written approval of OEL.</i>							
Policy Analyst:	Completion Date: <b>Select Date</b>	Policy Supervisor:	Completion Date: <b>Select Date</b>				

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of District Superintendent of Schools or Designee, Kristi Simpkins second term.
<b>Reason for Recommended Action</b>	<p>Kristi has served one complete four year term on the Coalition Board and has agreed to serve a seconded term at this time.</p> <p>Kristi's second term would extend from Dec. 2017- Dec. 2021.</p> <p><b><u>If this is not done, the following would occur:</u></b></p> <ul style="list-style-type: none"><li>• The Coalition would lose a mandated Member bringing us very close to being out of compliance with our total board membership.</li></ul>
<b>How the Action will be accomplished</b>	Exec/Admin Approval, Board Ratification; then OEL will be notified via Plan Amendment/Board Roster submission.

## Consulting Agreement

This contract is entered into between **Early Learning Coalition of North Florida, Inc.** hereinafter referred to as the “**Contractor,**” and **Kim Brumfield**, hereinafter referred to as the “**Consultant.**”

### I. THE CONSULTANT AGREES:

- A. To provide services according to the terms and conditions specified herein.
- B. That the consultant shall not assign the responsibility nor subcontract for any portion of the work contemplated in this contract to another party without prior written approval of the contractor.
- C. In performing the responsibilities under the agreement, and by signing this agreement, the CONSULTANT hereby agrees to fully comply with the following certifications and assurances:

#### ***Equal Employment Opportunity (EEO)***

The CONSULTANT agrees to comply with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), Sept. 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of Oct. 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR part 92.36(i)(3).

#### ***Certification regarding debarment, suspension and other responsibility matters –primary covered transaction***

As required by E.O.(s) 12549 and 12689, Debarment and Suspension, and implemented at 45 CFR Part 85, Government wide Debarment and Suspension (Nonprocurement) for prospective participants in primary covered transactions, no contract shall be made to parties the General Services Administration's Excluded Parties List System identifies as excluded from Federal Procurement or Nonprocurement Programs. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that sub-grantees and contractors are not suspended, debarred or disqualified. The CONSULTANT through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers –

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The Federal Excluded Parties list is currently located at <https://www.epis.gov/> and also available on the [Florida Department of Management Services](#) website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
2. Have not, within a three-year period preceding the agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense connected to obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violating federal or state antitrust statutes; or embezzlement, theft, forgery, bribery, records falsification or destruction, making false statements or receiving stolen property.

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in this certification's paragraph B.2.
4. Have not, within a three-year period preceding the agreement, had one or more public transactions (federal, state or local) terminated for cause or default.

Where the prospective CONSULTANT is unable to certify to any of the statements in this certification, such prospective CONSULTANT shall attach an explanation to the agreement.

**II. THE CONTRACTOR AGREES:**

- A. To pay for contracted services according to the terms and conditions stated herein.

**III. THE CONTRACTOR AND CONSULTANT MUTUALLY AGREE:**

A. Effective and ending dates:

1. This contract shall be for the period Dec 6, 2017 to Dec 5, 2018. This may be extended with an addendum, as deemed necessary by the Contractor.
2. This contract can be severed at any time by either the Contractor or the Consultant, without penalty.

B. Services shall be performed as follows:

1. Be available for contract work on an as need basis.
2. Assist in all office manager related area's as deemed appropriate by the CEO.
3. Provide other technical assistance as deemed appropriate by the CEO to assist in meeting deadlines, as required by the Coalition or the Office of Early Learning.
4. Fulfill all tasks in the shortest period of time consistent with good workmanship.
5. Check email regularly (kbrumfield@elcnorthflorida.org), a minimum of once per day.

C. SCOPE OF SERVICES:

This agreement relates exclusively to the provision of consulting services to be rendered to the CONTRACTOR. The Consultant has been determined to be a vendor, and therefore would be exempt from sub-recipient requirements.

The CONSULTANT shall fulfill his/her designated responsibilities as outlined within this agreement. This agreement incorporates Attachment 1, "Office Manager Job Description" for a listing of itemized tasks that training and assistance may be completed in the course of this agreement. The CONSULTANT will be responsible for any additional training needs the CONTRACTOR requests and the CONSULTANT will be responsible for submitting an itemized list of services rendered and time allotted for each service. This itemization will be submitted with the CONSULTANT'S invoice.



IV. **COMPENSATION:**

- A. All hours will be tracked. Tracking documentation **MUST** be submitted with the invoice for reimbursement.
- B. Checking email and answers will be at no charge, unless the task(s) take longer than 15 minutes to research and write.
- C. The consultant shall receive compensation, at the rate of \$23 per hour, upon submission of an invoice.
- D. Contract value is not to exceed \$12,000.00
- E. Consultant will invoice the Contractor on a weekly basis, unless the total bill is less than 10 hours, in which case the invoice will be held for the following week.
- F. The consultant shall be responsible for all taxes, including Social Security and Federal taxes.
- G. **Termination at Will** - This contract may be terminated by any party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by read-receipt e-mail, certified mail-return receipt requested or in person with proof of delivery.
- H. **Termination for Breach** - This contract may be terminated by the Coalition for nonperformance by the Contractor upon no less than a seven (7) calendar day notice in writing to the Contractor. Waiver or breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. In the event of such termination, the Coalition shall be liable for payment only for services rendered prior to the effective date of termination. Contractor shall give the Coalition written notice of any perceived breach and it shall give the Coalition ten (10) business days to cure any perceived breach under the contract.

V. All of the terms and conditions of this contract are agreed upon by the parties.

In witness thereof, the parties hereto have caused this two (2)-page contract to be executed and duly authorized by signatures below.

**Contractor**

Early Learning Coalition of North  
Florida, Inc.  
2450 Old Moultrie Rd. Ste. 103  
St. Augustine, FL 32086

**Consultant**

Kim Brumfield  
677 Delespine Ave.  
St. Augustine, FL 32084

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Signature  
Name: Dawn E. Bell  
Title: CEO

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Signature  
Name: Kim Brumfield

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Date

---

Date

## **ATTACHMENT 1 JOB DESCRIPTION**

**Position:**       *Office Manager*

**Reports to:**     Chief Executive Officer

**Compensation:** \$32,000 - \$44,000 annually + benefits; salary based on experience and credentials

**Basic Function:** Responsible for the day to day office operations, providing clerical and administrative support to the Chief Executive Officer and Staff; is the initial point of contact for the public, agencies and volunteers. Responsible for oversight of board management and all human resource functions.

**Employment Status:** This position is classified as exempt status from the basic requirements stipulate by the Fair Labor Standards Act as provided by Section 13(a)(1) of the FLSA as defined by Regulations, 29 CFR Part 541.

### **General Responsibilities:**

- Oversees the day-to-day office operations
- Performs clerical work
- Ensures the timely preparing of meeting agendas and support materials for all meetings, including notification in compliance with Florida's Government in the Sunshine Law.
- Maintains schedule of meetings, Meeting notices/reminders to membership.
- Preparation of board and committee packets, and meetings; takes and prepares minutes of meetings
- Responsible for maintaining updated board membership information
- Tracks employee attendance and leave
- Verifies payroll, hours worked, insures accuracy of PARs, completion of leave forms by staff, reports time to payroll company
- Responsible for managing and coordinating all employee benefits (401K, insurances, etc.)
- Ensures implementation of personnel policies and procedures, updates and distributes as necessary, enforces policies
- Assists in making-travel arrangements for staff when necessary
- Ensures completeness of personnel files, required documentation, background checks, and claim processing (worker's comp and general liability)
- Process personnel status (new/term/change forms)
- Processes all volunteer applications and background screenings
- Drafts and distributes staff memorandum/communications
- File Maintenance, and archiving of files.
- Coordinate transfer and disposal of files/records as per the retention schedule and policies are carried out effectively.
- Manage office/vendor relations.
- Responsible for all purchasing, including procurement of items per policy and procedures.
- Maintenance of office leases, or related contracts, review invoices for accuracy.
- Assist in check processing for vendors on a weekly basis (to include logging, gathering back up documentation and verifying the accuracy of the check documentation, as well as obtaining signatures on checks/check requests).

- Maintains inventory per State Guidance as Property Custodian Delegate
- Processes ECS 2<sup>nd</sup> review of invoices.
- Assists with the organization and implementation of special events.
- Reviews all travel submitted for reimbursement, as it pertains to State Guidance
- Attend any pertinent conferences, trainings and meetings conducted by the Office of Early Learning or others as recommended by your supervisor.
- Creates needed materials (flyers, brochures, etc.) as requested.
- Responsible for incoming and outgoing mail and postage
- May have a purchasing card (p-card) or credit card assigned.
- Emergency duties as explained in the ELC COOP (continuity of operations plan)
- Work flexible hours and travel
- Other duties as assigned.

#### **Knowledge, Skills and Ability Requirements:**

- Ability to apply significant knowledge of rules, regulations, policies and procedures.
- Strong leadership capabilities
- Administrative organizational skills
- Ability to think analytically and strategically
- Strong multi-tasking abilities
- Effective time management and prioritization skills
- Ability to develop new projects and programs
- Ability to supervise employees
- Excellent written and verbal communication skills
- Ability to work independently
- Ability to effectively and creatively solve problems
- A valid driver's license is required
- Must have personal, reliable transportation
- Certificates of acknowledgement required: Conflict of Interest, Code of Ethics, Confidentiality agreements, IT Systems and Security, Anti-Fraud, HR Employee Acknowledgement Form.

#### **Education/Experience Requirements:**

- Associate degree required; AA or AS in the area of business, office management, HR or related field.
- Requires excellent interpersonal and public relations skills as well as the ability to interact with all levels of management.
- Requires a valid Driver's License and provide own reliable transportation.

## OFFICE LEASE

THIS LEASE, made this 11th day of October 2017, between DAVID A. AND CATHERINE G. MANCINO, whose address is 2450 Old Moultrie Road, Suite 301, St. Augustine, Florida 32086 hereafter referred to as "Landlord"), and EARLY LEARNING COALITION, (hereafter referred to as "Tenant"):

### WITNESSETH:

#### 1. DEMISED PREMISES.

(a) Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant the premises situated at 2450 Old Moultrie Road in St. Augustine, Florida, more particularly described as: Suite 103, containing approximately 1360 square feet, in that certain office building known as Moultrie Place, hereinafter referred to as "building", as shown on the floor plan attached hereto as Exhibit "B", signed by the parties for identification and thereby made a part hereof (which premises are hereinafter referred to as the "demised premises"), together with the right to use the common facilities which shall be furnished by Landlord in common with Landlord and other tenants and occupants (their agents, employees, customers and invitees) of the building in which the demised premises are located.

(b) For purposes of this Lease "common facilities" shall include, but not be limited to adjacent grounds, parking areas, sidewalks, walkways, lobby, elevator, stairs and utility rooms.

(c) Notwithstanding the foregoing, Exhibit "B" is not to be deemed as a warranty, representation or agreement on the part of the Landlord that the demised premises will be exactly as indicated on said Exhibit "B".

#### 2. TERM.

(a) The term of this Lease shall commence on the 1<sup>st</sup> day of March, 2018 (hereinafter referred to as the "commencement date") and expire on the 28<sup>th</sup> day of February, 2021 (hereinafter referred to as the "termination date"). In the event Landlord fails to deliver possession on the commencement date because the demised premises are not then ready for occupancy, or for any other cause, Landlord shall not be liable to Tenant for any damages as a result of Landlord's delay in delivering the demised premises, and the commencement date of this Lease shall be postponed until such time as the demised premises are ready for occupancy.

(b) In the event that the Landlord fails to deliver possession of the demised premises within ninety (90) days after the date of this Lease, Tenant may terminate the Lease upon ten (10) days written notice to landlord, whereupon neither the Landlord nor Tenant shall have any liability to the other.

(c) Provided there be no existing defaults at the time of renewal, the Tenant may, by written notice mailed to the Landlord, six (6) months or more before the last date of the original term, extend the term for a period of two (2) year(s) from the end of such original term, upon the same terms and conditions as herein set forth.

#### 3. RENT.

For the first year of this Lease, monthly rent for the demised premises shall be One Thousand Three Hundred and Sixty Dollars (\$1360.00), plus sales or use tax, (if applicable) payable in advance, on or before the first day of each and every month throughout the term of this Lease; provided however, that if the lease term shall commence on a day other than the first day of a calendar month or shall end on a day other than the last day of the calendar month, the rental for such fractional month

shall be such proportion of the monthly rental as the number of days in such fractional month bears to the total number of days in the calendar month. Said rent shall be paid without demand, set-off or deduction. This monthly rent equals Twelve Dollars (\$12.00) per square foot per annum, as shown on Exhibit "D."

#### **4. PLACE OF PAYMENT.**

All Rent and other charges due from the Tenant to the Landlord shall be paid to the Landlord, when due, at the Landlord's address as set forth above, or agent of the Landlord at any other address which the Landlord may specify to the Tenant by written notice.

#### **5. RENTAL ADJUSTMENT.**

Effective each anniversary, starting Year 2, the monthly rent shall be adjusted upward by the greater of:

(a) Three percent (3%) of the prior year's monthly rent or

(b) One hundred percent (100%) of the change in the rent calculated in accordance with the formula hereinafter set forth. In applying the formula, the following definitions shall control:

(i) "Bureau" means the United States Bureau of Labor Statistics or any successor agency that shall issue the indices referred to in (b).

(ii) "Price Index" means the Consumer Price Index for Urban Wage Earners issued from time to time by the Bureau, or any other measure hereafter employed in lieu of the Price Index, which measures the cost of living nationally.

(iii) "Base Index" is the Price Index for the month of February, 2018.

(iv) "Current Price Index" is the Price Index for the last calendar month of each lease year.

(v) "Lease Year" means March 1, 2018 through February, 2019, and each succeeding period of twelve (12) calendar months.

The formula is as follows: If the Current Price Index is greater than the Base Index, then the monthly rent for the next Lease Year shall be increased over the monthly rent for previous Lease Year in the same proportion that the increase in the Current Price Index bears to the Base Index.

#### **6. ADDITIONAL RENT.**

In addition to the foregoing monthly rent, if applicable, all other payments to be made by Tenant hereunder shall be deemed, for the purpose of securing the collection thereof, to be additional rent hereunder, whether or not the same be designated as such. Tenant shall pay the sales and use tax due on such additional rent.

#### **7. ADDITIONAL RENT, OPERATING EXPENSES, AND COMMON AREA MAINTENANCE.**

(a) For purposes of this Lease, the term "operating expenses" and "common area maintenance" shall include, but not be limited to, a reserve for future expenditures, taxes, maintenance of parking and other common areas, landscaping maintenance, common area electric and janitorial services, water, sewer, labor, licenses, permits, inspection fees, insurance, maintenance and service charges and all other direct costs of operating, managing and maintaining the building and grounds in which the demised premises are located. The term "taxes" shall include real estate taxes and assessments, special or otherwise, on the land and buildings of which the demised premises are a part, and any other taxes including without limitation, a tax or charge on rentals, gross receipts or income that may be imposed in lieu of or partially in lieu of such real estate taxes and assessments.

(b) In order to reimburse the Landlord for its operating expenses and costs of common area maintenance, Tenant shall pay to Landlord on a monthly basis as additional rent, at such time the rent is due, a sum equal to \$4.40 for each square foot leased by Tenant per annum in accordance with this Agreement, for a monthly sum of \$498.67, plus sales and use tax thereon (if applicable), as shown on Exhibit "D."

(c) If after the beginning of every calendar year during the term of this Lease, the Landlord determines that its operating expenses and cost of common area maintenance for the previous calendar year exceeds the amount stated in Paragraph 7 (b) above, Landlord shall deliver to Tenant a statement setting forth the operating expenses due for the immediately preceding calendar year. The date such statement delivered to Tenant is herein called "statement delivery date". Tenant shall pay Tenant's unpaid operating expenses and costs of common area maintenance as additional rent, plus sales and use tax thereon, within thirty (30) days from the statement delivery date.

(d) Landlord may, at its discretion, make from time to time during the Term a reasonable estimate of the Additional Rent which may become due under such provisions with respect to any calendar year, and may require the Tenant to pay to the Landlord with respect to each calendar month during such year one-twelfth (1/12) of such Additional Rent, at the time and in the manner that the Tenant is required hereunder to pay the monthly Rent. In such event, the Landlord shall cause the actual amount of such Additional Rent to be computed and certified to the Tenant within sixty (60) days after the end of such calendar year, and the Tenant or the Landlord, as the case may be, shall promptly thereafter pay to the other the amount of any deficiency or overpayment therein, as the case may be.

(e) If this Lease expires prior to the statement delivery date of the last calendar year of the term of this Lease, tenant hereby agrees to pay within thirty (30) days from the statement delivery date all sums which will be due and payable by Tenant.

#### **8. LATE CHARGE.**

If any monthly installment of rental is received by Landlord after the 5th day of any month, a late charge equal to the greater of \$100.00 or 5% of such monthly rental shall be paid to Landlord by Tenant.

#### **9. USE AND OCCUPANCY.**

During the continuation of this Lease, the demised premises shall be used and occupied for an administrative/business office and for no other purposes without the written consent of Landlord. Tenant shall not use the demised premises for any purpose in violation of any law, ordinance, or regulation, nor shall Tenant perform any acts or carry on any practices which may injure the demised premises or the building in which the demised premises are located or be a nuisance, disturbance or menace to the other tenants of said building. Upon breach of this agreement, Landlord shall have the right to terminate this Lease forthwith and to re-enter and repossess the demised premises.

#### **10. HAZARDOUS SUBSTANCES.**

The Tenant shall not manufacture, store or dispose of in or about the demised premises any substance defined as a hazardous substance, toxic substance, or contaminant (other than usual and customary solvents, cleaning materials, or similar materials used in ordinary course of Tenant's business and in compliance with applicable laws and regulations) under the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time; the Federal Resource Conservation and Recovery Act of 1976, as amended from time to time; the State of Florida's 1974 Resource Recovery and Management Act, as amended from

time to time; or any other or further legislation, rule, ruling, statute or guideline promulgated by competent public authority and governing the use, storage or disposition of such materials, nor shall Tenant conduct its business in violation of the above cited Acts. Tenant shall and does hereby indemnify and hold Landlord harmless from all manner of loss, damage, cause or expense (including attorneys' fees and court loss) which Landlord may suffer as a result of Tenant's breach of the provisions of this paragraph. The provisions of the paragraph shall survive the termination or expiration of this Lease.

#### **11. UTILITY CHARGES.**

(a) The Landlord shall be solely responsible for and promptly pay all charges for water, sewer and trash removal services. Tenant shall be responsible for arranging for and paying for any services which may be required at the demised premises, including, but not limited to, electricity and telephone.

(b) Tenant shall use all utilities in accordance with Landlord's rules and regulations and the rules and regulations of the public or private utility company, or the governmental agency, supplying the same. Landlord shall not be liable in damages or otherwise for any interruption in the supply of any utility to the demised premises, nor shall any such interruption constitute any ground for an abatement of any of the rents reserved hereunder. Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits or other facilities from which such utilities are supplied to or distributed in the demised premises. If Tenant desires to install any equipment which shall require greater capacity than the facilities provided by Landlord, such installation shall be subject to Landlord's prior written approval of Tenant's plan and specifications therefor. If approved by Landlord, Tenant agrees to pay Landlord, provided Landlord is billed for same directly, on demand, the cost for providing such additional utility facilities or utility facilities of a greater capacity.

(c) If Tenant vacates premises prior to termination of lease, Tenant shall be responsible for maintaining electrical power and air conditioning to the Suite for the remainder of the Lease.

#### **12. LIENS.**

The Tenant will not permit any liens to stand against the demised premises for any labor or material furnished in connection with any work performed by or at the direction of the Tenant, and the Landlord will not permit any liens to stand against the demised premises for any labor or material furnished in connection with any work performed by or at the direction of the Landlord. The party at whose direction labor and material are furnished may contest the validity and amount thereof, said party will immediately pay any judgment rendered with all proper costs and charges, and shall have the lien released at said party's expense.

#### **13. MAINTENANCE.**

(a) Except for damage caused by Tenant's negligence or intentional acts, Landlord, at Landlord's expense:

- (i) Shall keep the roof, exterior walls, and structural members of the building in proper repair;
- (ii) Shall make any repairs and replacements to the interior of the demised premises including, but not limited to, windows, doors, interior walls, plumbing, heating & air conditioning equipment and electrical fixtures; provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repairs.



Landlord shall also be responsible for keeping Common Facilities in a clean and orderly condition.

(b) Tenant shall, at its own expense, maintain the demised premises and every part thereof in good order and condition and at the expiration of the term of the lease yield and deliver up the same in like condition as when taken, reasonable use and wear excepted. If the Lease is less than three (3) years, reasonable use and wear will not be excepted and Tenant shall be responsible for cleaning, patching, painting, carpet cleaning and whatever else is necessary to return premises in like condition as when taken. Tenant shall use chair platforms under all desk chairs having casters in order to protect carpeting installed by Landlord. Any and all food shall be properly stored so as not to cause any infestation or attraction of pests. In the event that the premises are not properly maintained in the reasonable estimation of Landlord, upon written notice of such deficiency and the failure to correct within five (5) days of any such written notice, the Landlord shall have the right to obtain housekeeping services on behalf of the Tenant at the sole expense of the Tenant.

(c) Tenant has inspected and accepts the demised premises, its fixtures and appurtenances in "As Is" condition.

#### **14. ALTERATIONS**

The Tenant shall not make any alterations, improvements or additions to the demised premises, including but not limited to painting, window treatments, wall coverings, floor coverings and special lighting installations without the Landlord's advance written consent in each and every instance. In the event Tenant desires to make any alterations, improvements or additions, Tenant shall first submit to Landlord the plans and specifications therefor and obtain Landlord's written approval thereof prior to commencing any such work. All alterations, improvements or additions, whether temporary or permanent, shall remain upon the demised premises at the termination of this Lease without compensation to Tenant (excepting only Tenant's movable office furniture, trade fixtures, office and professional equipment); provided, however, Landlord shall have the right to require Tenant to remove such alterations, improvements or additions and repair any damage resulting therefrom, at Tenant's cost, upon the expiration or sooner termination of this Lease.

#### **15. ASSIGNMENT AND SUBLETTING.**

Tenant covenants not to assign, transfer, hypothecate or mortgage this Lease or sublet the demised premises or any part thereof without the prior written consent of Landlord. Any assignment, transfer (including transfers by operation of law or otherwise), hypothecation, mortgage or subletting without such written consent shall give Landlord the right to terminate this lease and to re-enter and possess the demised premises.

#### **16. INDEMNIFICATION.**

Except for Landlord's negligence or intentional acts, Tenant agrees to be responsible for and to protect, defend, indemnify and hold Landlord harmless, from and against any and all losses, economic loss, costs, liabilities, damages, claims, demands, expenses and legal actions arising or allegedly arising out of any accident or occurrence causing or allegedly causing injury or death to any person or persons or damage to any property in any way connected or allegedly connected with the condition of the demised premises or the use of the demised premises or any part thereof by the Tenant or by any other person or person, no matter by whomsoever or whatsoever caused. Tenant shall, at its own expense, defend any such claim and any suit, action or proceeding which may be commenced thereunder, and Tenant shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expenses, including but not limited to costs, attorney's fees and settlement expenses that may be incurred therein.

#### **17. INSURANCE.**

Tenant shall procure at its sole cost and expense and keep in effect during the entire term thereof, comprehensive general liability insurance with minimum limits of liability of \$1,000,000 bodily injury and property damage, including fire damage legal liability, combined single limit. Said insurance shall name Landlord as an additional named insured, shall specifically include the liability assumed hereunder and shall provide that it is primary and not excess over or contributory with any other valid, existing and applicable insurance in force for Landlord. Tenant shall, prior to occupancy of the demised premises, deliver to Landlord certificates of such insurance and, in the event Tenant shall fail to procure such insurance, Landlord may, after written notice, procure the same for the account of Tenant and the cost thereof shall be paid to Landlord as an additional rent upon receipt by Tenant of bills therefor.

#### **18. FIRE OR OTHER CASUALTY.**

(a) In the event the demised premises is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, Landlord shall, subject to the following, at its own cost and expense, repair and restore the same to tenantable condition, and the rent herein provided for shall abate entirely in case the entire demised premises are untenable and pro rata for the portion rendered untenable, until such time as the demised premises are restored to tenantable condition. If the Landlord deems that the demised premises cannot be restored to tenantable condition within a period of one hundred fifty (150) days, Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other and any rent paid for any period in advance of the date of such damage and destruction shall be refunded to Tenant. If the demised premises are damaged due to fire or other casualty, Tenant shall at its own cost and expense remove such of its furniture and other belongings from the demised premises as Landlord shall require in order to repair and restore the demised premises. Landlord shall be the sole judge as to the extent of the untenability of the demised premises and of the time required for the repair and rebuilding of the same.

(b) In the event the building in which the demised premises are located is destroyed to the extent of more than one-half of the then value thereof, Landlord shall have the right to terminate this Lease upon written notice to Tenant, in which event any rent paid in advance of the date of such destruction shall be refunded to Tenant.

#### **19. TENANT'S NEGLIGENCE AND WAIVER OF SUBROGATION.**

Anything contained in any provision of this Lease to the contrary notwithstanding, if any damage to the Premises, the Building, or both are caused by or result from the intentional tortious act or omission of the Tenant, those claiming under the Tenant, or any of their respective officers, employees, then

(a) the Rent shall not be suspended or apportioned;

(b) the Tenant shall pay to the Landlord as Additional Rent,

(i) the amount of any increase in insurance premiums resulting from such damage;

(ii) any deductible.

Notwithstanding anything in this Lease to the contrary, the parties release each other and each other's employees and agents from any and all liability for any loss of, or damage to, property which is caused by or results from risks which are insured against by insurance policies carried by either of the parties or which could be insured against under a standard all-risk property insurance policy, regardless of cause, including the negligence of either party or their respective employees or

agents. The foregoing release shall apply to losses or damages in excess of policy limits and to any co-insurance, deductible or self-insured retention. In the event of any inconsistency between the provisions of this section and any other provision of this Lease, the provisions of this section shall be controlling.

## **20. EMINENT DOMAIN.**

If the whole or any substantial part of the demised premises or the building in which the demised premises are located shall be taken by any public authority under the power of eminent domain, then the Lease shall cease on the part so taken on the date possession of that part shall be required for public use, and any rent paid in advance of such date shall be refunded to Tenant. In the event that the taking substantially interferes with the Tenant's use of the demised premises (the determination of which shall not be arbitrarily or capriciously made), either the Landlord or the Tenant shall have the right to terminate this Lease upon written notice to the other, which notice shall be delivered within thirty (30) days following the date notice is received of such taking. In the event that neither party hereto shall terminate this Lease, Landlord shall make all necessary repairs to the demised premises, and Tenant shall continue in possession of the portion of the demised premises not taken under the power of eminent domain, under the same terms and conditions as are herein provided, except that the rent reserved herein shall be reduced in direct proportion to the amount of the demised premises so taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the demised premises; provided, however, Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of fixtures, loss of business, or moving expenses.

## **21. TENANT'S PLAN FOR IMPROVEMENTS.**

The Landlord may make improvements to the demised premises which will be set forth in the "Tenant Finish Allowance" and attached as Exhibit "C". The Landlord shall use its best efforts to complete such improvements by the date upon which the Tenant is entitled to occupy the Premises pursuant to this Lease, but shall have no liability to the Tenant hereunder if prevented from doing so by reason of labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Landlord's control. In which event the date of commencement and expiration of the Term of the Lease shall be postponed for a length of time equaling the length of such delay, and the Tenant shall accept possession of the demised premises within ten (10) days after such completion.

## **22. ACCEPTANCE OF POSSESSION.**

Except for (a) latent defects or incomplete work which would not reasonably have been revealed by an inspection of the Premises made for the purpose of discovering the same at the time of the Tenant's assumption of possession of the Premises; and (b) any other items of incomplete work, which are set forth on a punch list submitted to and approved in writing by the Landlord prior to such assumption of possession, by its assumption of possession of the Premises, the Tenant shall for all purposes of this Lease be deemed to have accepted the Premises in "As Is" condition and to have acknowledged the Premises to be in the condition called for hereunder.

## **23. QUIET ENJOYMENT.**

Landlord warrants that Tenant, upon paying the rents hereinbefore provided and in performing each and every covenant hereof, shall peacefully and quietly hold, occupy and enjoy the demised premises throughout the term hereof, without molestation or hindrance by any person whomsoever.

#### **24. RULES AND REGULATIONS.**

The Landlord shall have the right to adopt reasonable rules and regulations for the occupants of the Building, including Tenant, and Tenant shall comply with all such rules and regulations promulgated by the Landlord. If any rules and regulations are in effect as of the date hereof, a copy of such rules and regulations shall be attached hereto as Exhibit "A".

#### **25. SUBORDINATION AND ATTORNMENT.**

Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the demised premises and on the land and buildings of which the demised premises is a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Notwithstanding subordination, as aforesaid, at the option of the Lessor, Mortgagee, Trustee or the Purchaser at the foreclosure sale, this Lease, except as otherwise hereinafter provided, shall not terminate or be divested by foreclosure, deed in lieu of foreclosure, or other default proceedings under said leases, mortgages, deeds of trust, or obligations secured thereby, and Tenant shall attorn to and recognize the Lessor, Mortgagee, Trustee or the Purchaser at the foreclosure sale in the event of such foreclosure or other default proceeding as Tenant's Landlord for the balance of the term of this lease, subject to all of the terms and provisions hereof, and thereafter, Tenant shall peaceably and quietly hold and enjoy the demised premises throughout the original term of this Lease and any extensions thereof. Such Lessor, Mortgagee or the purchaser at said foreclosure sale shall not be:

- (a) Liable for any act or omission of Landlord;
- (b) Subject to any offsets or defenses which Tenant might have against Landlord;
- (c) Bound by any rent or additional rent which Tenant may have paid to Landlord for more than the current month; and
- (d) Bound by any amendment or modification of this Lease made, after such foreclosure sale, without its consent.

Notwithstanding the attornment agreements hereinabove set forth, the beneficiary of any such attornment agreements may elect to declare said attornment provisions to be null and void and of no force and effect.

#### **26. NON-LIABILITY OF LANDLORD.**

Landlord shall not be responsible or liable to Tenant for any loss or damage to Tenant, Tenant's business or property that may be occasioned by or through the acts or omissions of persons occupying adjoining premises adjacent to or connected with the demised premises or any part of the building of which the demised premises is a part, or for any loss or damage resulting to Tenant or his property from malfunctioning heat or air conditioning equipment, burst, stopped, or leaking water, gas, sewer or steam pipes, or for any damage or loss of property within the demised premises from any cause whatsoever except as caused by Landlord or his agents negligent or intentional acts. In the event of any sale or transfer (including any transfer by operation of law) of the demised premises, Landlord (and any subsequent owner of the demised premises making such a transfer) shall be relieved from any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen during Landlord's respective period of ownership, except that any such sale or transfer shall be subject to the Tenant's right under this Lease.

#### **27. SECURITY DEPOSIT.**

Tenant has deposited with Landlord the sum of \$0 as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not

limited to the provisions relating to the payment of rent, Landlord may use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, cost or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a breach of this Lease. Landlord shall not be required to keep this security deposit separate from its general funds or pay interest to Tenant. If Tenant shall fully and faithfully perform every provision of this Lease, the security deposit or any balance thereof shall be returned to Tenant upon Tenant's vacation of demised premises. In the event the building is sold, the security deposit will be transferred to the new owner.

#### **28. ESTOPPEL CERTIFICATE BY TENANT.**

The Tenant agrees that from time to time upon not less than ten (10) days prior request by the Landlord, the Tenant will deliver to the Landlord a statement in writing certifying:

- (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications),
- (b) the dates to which the rent and other charges have been paid, and
- (c) that, so far as the person making the certificate knows, the Landlord is not in default under any provision of this Lease, and if the Landlord is in default, specifying each such default of which the person making the certificate may have knowledge, it being understood that any such statement so delivered may be relied upon by any landlord under any ground or underlying lease, or any prospective purchaser, mortgagee, or any assignee of any mortgage on the land.

#### **29. CERTAIN RIGHTS RESERVED TO THE LANDLORD.**

The Landlord reserves the following rights:

- (a) To name the building and to change the name or street address of the building.
- (b) To install and maintain a sign or signs on the exterior or interior of the building.
- (c) During the last ninety (90) days of the term, if during or prior to that time the Tenant vacates the demised premises, to decorate, remodel, repair, alter or otherwise prepare the demised premises for re-occupancy, without affecting Tenant's obligation to pay rental for the demised premises.
- (d) On reasonable prior notice to the Tenant, to exhibit the demised premises to prospective tenants during the last one hundred and eighty (180) days of the term, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the land and to others having a legitimate interest at any time during the term.
- (e) To place "for sale" signs or "for lease" signs on the demised premises or building.
- (f) At any time in the event of an emergency, and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the demised premises or to the building, as may be necessary or desirable for the safety, protection or preservation of the demised premises or the building or the Landlord's interests, or as may be necessary or desirable in the operation or improvement of the building or in order to comply with all laws, orders and requirements of governmental or other authority.

### **30. NON-WAIVER.**

One or more waivers of any covenant or conditions by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

### **31. BANKRUPTCY.**

In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any of such events, Landlord may terminate this Lease by written notice to Tenant; provided, however, if the order of court creating any of such disabilities shall not be final by reason of pendency of such proceedings, or appeal from such order, then Landlord shall not have the right to terminate this Lease so long as Tenant performs its obligations hereunder.

### **32. LANDLORD'S REMEDIES.**

(a) In the event Tenant shall fail to pay the rent reserved herein when due, Landlord shall give Tenant written notice of such default and if Tenant shall fail to cure such default within ten (10) days after receipt of such notice, Landlord shall, in addition to its other remedies provided by law, have the remedies set forth in subparagraph (c) below.

(b) If Tenant shall be in default in performing any of the terms of this Lease other than the payment of rent, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within twenty (20) days after the receipt of such notice, or if the default is of such a character as to require more than twenty (20) days to cure, and Tenant fails within said twenty (20) day period to commence and thereafter proceed diligently to cure such default, Landlord may (at its option and in addition to its other legal remedies) cure such default for the account of Tenant and any sums so expended by Landlord shall be additional rent for all purposes hereunder, and shall be paid by Tenant with the next monthly installment of rent.

(c) If any rent shall be due and unpaid or Tenant shall be in default of the other terms of this Lease, and such default has not been cured after notice and within the time provided in subparagraphs (a) and (b) above, or, if the demised premises are abandoned or vacated, then Landlord, in addition to any and all other remedies existing under the common or statutory law of Florida, shall have the immediate right of re-entry. Should Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease or without terminating this Lease, re-let the premises or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable. The proceeds of such re-letting shall be applied first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such re-letting, including the cost of any reasonable alterations and repairs to the demised premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the proceeds of such re-letting during any month be less than the monthly rent reserved hereunder, the Tenant shall during each such month pay such deficiency to Landlord.

(d) All rights and remedies of Landlord shall be cumulative and none shall be exclusive of any other rights and remedies allowed hereunder or by law.

(e) If it should become necessary for the Landlord to seek to enforce this Lease, the Tenant shall pay all of Landlord's reasonable fees and costs, including attorney's fees and other expenses, at all levels of the proceedings.

**33. NOT USED.**

**34. PARTIAL INVALIDITY.**

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**35. HOLDING OVER.**

The Tenant shall not continue to occupy the Premises after the expiration or earlier termination of the term of this Lease or any renewal thereof, unless the Landlord consents in writing to such continuation or occupancy. Such continuation shall be from month to month and shall continue until either party notifies the other in writing by at least sixty (60) days that they elect to terminate such tenancy. Such month to month tenancy shall be upon the same terms and subject to the same conditions as those set forth in the provisions of this Lease except that the rent may be increased by up to 50% above current rent by Lessor by written notice to Lessee served no less than thirty (30) days in advance of the period to which the increase applies.

**36. ENTIRE AGREEMENT.**

This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged orally but only by an agreement in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

**37. NOTICES.**

Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at Tenant's last known post office address or at the demised premises and deposited in the mail with postage prepaid and if such notice to Landlord is in writing to the address provided on this lease. Notice need be sent to only one Tenant or Landlord where Tenant or Landlord is more than one person.

**38. SUCCESSORS.**

This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns.

**39. GOVERNING LAW.**

This Lease shall be governed and enforced in accordance with the Laws of the State of Florida.

**40. RADON GAS.**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed

to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

**41. NO OPTION.**

The submission by Landlord to Tenant of this Lease in draft form shall be deemed submitted solely for Tenant's consideration and not for acceptance and execution. Such submission shall have no binding force or effect, shall not constitute a reservation or an option for the leasing of the premises herein described, nor confer any rights to impose any obligations upon either party. The submission by Landlord of this Lease for execution by Tenant and the actual execution and delivery thereof by Tenant to landlord shall similarly have no binding force and effect unless and until Landlord shall have executed this Lease.

**42. SIGNAGE.**

Landlord, in its sole judgment, shall determine the type, size and location of all interior and exterior signs. Any Tenant's signs permitted by Landlord shall require the Landlord's prior written approval and shall be manufactured and installed solely at the expense of the Tenant.

**43. INTERPRETATION.**

For purposes of interpretation of this Lease, it is agreed that both parties shall be deemed to have prepared this Lease.

**44. LITIGATION - VENUE - ATTORNEY'S FEES.**

In the event of litigation between the parties arising from this Lease:

- (a) venue shall be St. Johns County, Florida
- (b) the prevailing party shall be entitled to costs and attorney's fees from the non-prevailing party.

**45. TERMINATION DUE TO LACK OF FUNDS.**

Any obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. In the event funds to finance this contract become unavailable, the Coalition (Tenant) may terminate this contract upon no less than a one hundred and twenty (120) calendar day notice, in writing, to the Contractor (Landlord). Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.

**46. ASSURANCES AND CERTIFICATIONS.**

The attached Assurances and Certifications are hereby incorporated into this Lease as Exhibit "E".

**47. OTHER CONDITIONS.**

Paragraph 21 is not applicable to this Lease.

**EXECUTION PAGE ATTACHED**



IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first above written.

WITNESSES:

LANDLORD:

\_\_\_\_\_  
(Witness Signature)

By: \_\_\_\_\_  
David A. Mancino, Owner

\_\_\_\_\_  
(Printed Name)

By: \_\_\_\_\_  
Catherine G. Mancino, Owner

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name)

TENANT:

\_\_\_\_\_  
(Witness Signature)

By: \_\_\_\_\_  
Dawn Bell

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name)

## EXHIBIT "A" - RULES AND REGULATIONS

The Tenant agrees to comply with the following rules and regulations and with such reasonable modifications thereof and additions thereto as the Landlord may hereafter from time to time make for the demised premises and the building. The Landlord shall not be responsible for the performance by any other tenant of any of said rules and regulations:

(a) The Tenant shall not exhibit, sell or offer for sale on the demised premises or in the building any article or thing except those articles and things essentially connected with the stated use of the demised premises without the advance written consent of the Landlord.

(b) The Tenancy will not make or permit to be made any use of the demised premises or any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of the Lease or which directly or indirectly is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb, or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the building or covering its operation, or which will suffer or permit the demised premises or any part thereof to be used in any manner or anything to be brought into or kept therein which, in the judgment of Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the building as a high quality office building, or which will impair or interfere with or tend to impair or interfere with any of the services performed by Landlord for the building.

(c) The Tenant shall not display, inscribe, print, paint, maintain or affix on any place in or about the building any sign, notice, legend, direction, figure or advertisement, except on the doors of the demised premises and on the Directory Board, and then only such name (s) and matter, and in such color, size, style, place and materials, as shall first have been approved by the Landlord in writing. The using of any name other than that of Tenant whether on the doors of the demised premises, on the building directory, or otherwise, shall not operate to vest any right or interest in this Lease or in the demised premises, it being expressly understood that any such listing is a privilege extended by Landlord revocable at will by written notice to Tenant.

(d) The Tenant shall not advertise the business, profession or activities of the Tenant conducted in the building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activity, and shall not use the name of the building for any purposes other than that of the business address of the Tenant, and shall never use any picture or likeness of the building in any circulars, notices, advertisements or correspondence without the Landlord's written consent.

(e) No additional locks or similar devices shall be attached to any door or window without Landlord's prior written consent. No keys for any door, other than those provided by the Landlord, shall be made. If more than two keys for one lock are desired, the Landlord will provide the same upon payment by the Tenant. All keys must be returned to the Landlord within ten (10) days of the expiration or sooner termination of this Lease.

(f) Tenant is required to use care when moving property into and out of Building. Tenant is to notify Landlord of moving dates and delivery times so Landlord has time to prepare the elevator to prevent damage. Tenant will be financially responsible for any damages to Building caused by Tenant while moving objects into or out of Building.

(g) Should Tenant desire to place in the Building any unusually heavy equipment, including, but not limited to, large files, safes and electronic data processing equipment, it shall first obtain written approval of Landlord. Landlord may direct the time and manner of delivery, routing and removal, and the location of articles.

(h) Unless the Landlord gives advance written consent, the Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigeration or heating device or air conditioning apparatus in or about the demised premises, or carry on any mechanical business therein, or use the demised premises for housing accommodations or lodging or sleeping purposes or do any cooking therein or use any illumination other than electric light or use or permit to be brought into the building any flammable fluids such as gasoline, kerosene, naphtha and benzene or any explosives, radioactive materials or other articles deemed extra hazardous to life, limb or property except in a manner which would not violate any ordinance or regulation. The Tenant shall not use the demised premises for any illegal or immoral purpose.

(i) The Tenant shall cooperate fully with the Landlord to assure the effective operation of the building's air conditioning system including the closing of blinds and drapes (if applicable), and if windows are operable to keep them closed when the air conditioning system is in use.

(j) The Tenant shall not contract for any work or service which might involve the employment of labor incompatible with the building employees or employees of contractors doing work or performing services by or on behalf of the Landlord.

(k) The sidewalks, hall, passages, exits, entrances and stairways shall not be obstructed by the Tenant or used for any purpose other than for ingress to and egress from its demised premises. The halls, passages, exits, entrances, stairways and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of the Landlord, shall be prejudicial to the safety, character, reputation and interests of the building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. No Tenant and no employees or invitees of any Tenant shall go upon the roof or mechanical areas of the building.

(l) Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the building by reason of noise, odors and/or vibrations or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the demised premises or the building except as follows:

- For purposes of aiding a children's reading program, Early Learning Coalition of North Florida shall be allowed to periodically have one small dog on the premises.
- Said dog shall be contained at all times when in the unit.
- When on the grounds of Moultrie Place, said dog shall be controlled at all times and outside time should be limited as much as possible. All waste will be disposed of immediately and in an appropriate fashion.
- Early Learning Coalition of North Florida agrees to pay for any damages caused by the dog. Landlord will determine damages either during, or at the termination of, said Lease.
- If this exception results in concerns or complaints by Landlord or tenants of Moultrie Place, this exception will be revoked.

(m) Tenant shall see that the doors and windows (if operable) of the demised premises are closed and securely locked before leaving the building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the building and that all electricity shall likewise be carefully shut off so as to prevent waste or damage. For any default or carelessness Tenant shall make good all injuries or losses sustained by other tenants, occupants of the building or Landlord.

(n) If a Tenant employs laborers or others outside of the Building, such Tenant shall not have its employees paid in the Building, but shall arrange to pay their payrolls elsewhere. Tenants shall not advertise for laborers giving an address at the Building.

(o) Canvassing, soliciting and peddling in the Building is prohibited and Tenants shall cooperate to prevent same.

(p) This is a Non-Smoking Campus. Tenant is responsible for informing employees and clients of this and for clean up and litter removal of same if smoking should occur.

(q) Tenant shall refrain from flushing any items, other than toilet paper, into the toilets at any time and shall ensure that all employees and visitors are aware of and comply with this rule. Tenant shall provide proper receptacles for disposal of all other items.

(r) The washing of cars is not allowed on the property.

(s) Moultrie Place has 50 parking spaces available for the 13,334 square feet of professional office space. This is a rate of 3.74 spaces per 1,000 square feet of lease area. For Suite 103: 1360 square feet equals 5 parking spaces. Habitual abuse of this rule will be considered a violation of Paragraphs 9, 23 and 24 of this Lease.

I acknowledge that I have received a copy of and read these rules on behalf of the TENANT.

TENANT:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

# EXHIBIT 'B'

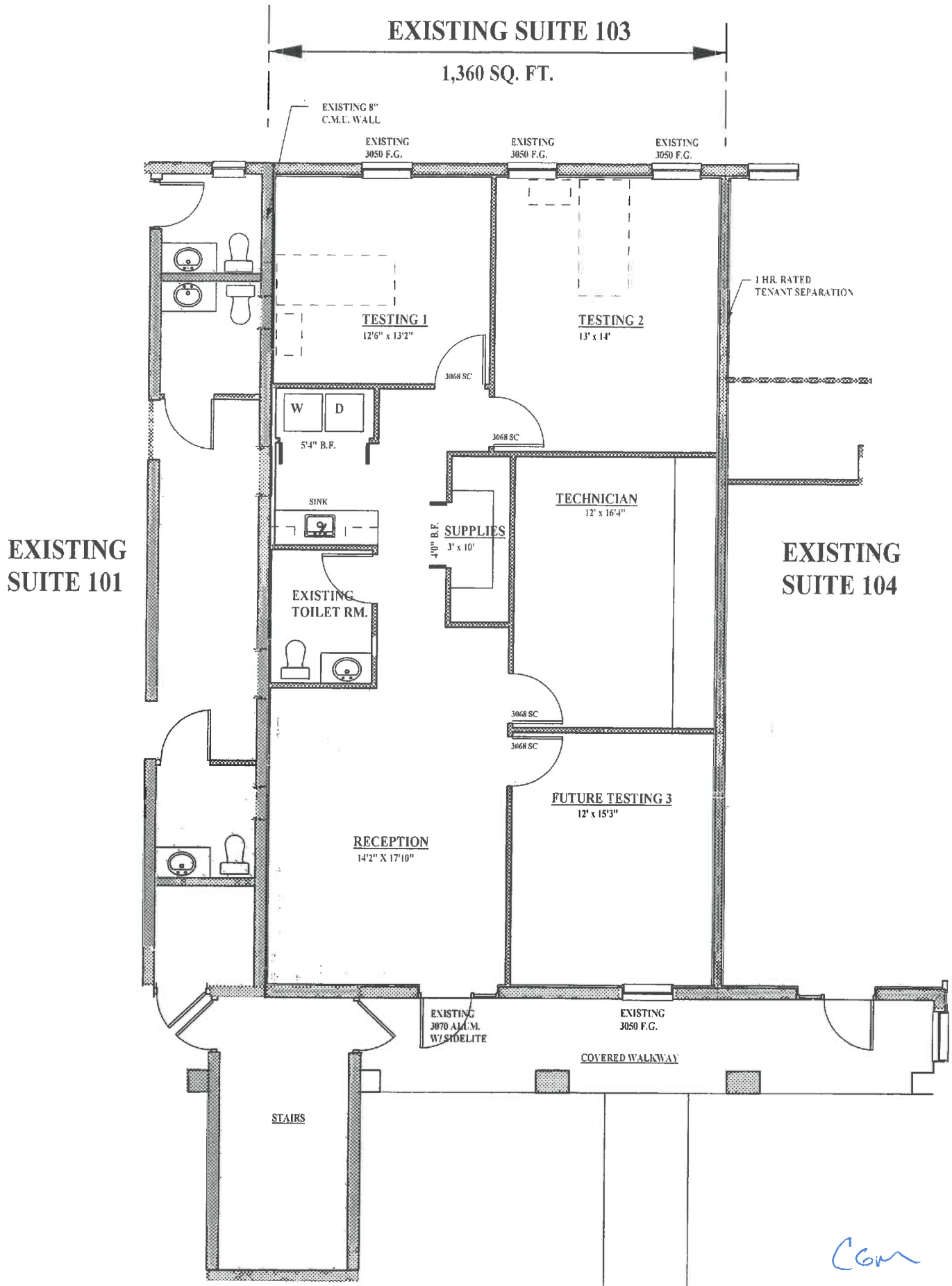


EXHIBIT "D"

MONTHLY RENT SCHEDULE  
(MARCH 1, 2018 - FEBRUARY 28, 2019)

RENT:	1,360.00
ADDITIONAL RENT/OPERATING EXPENSES:	<u>498.67</u>
SUBTOTAL:	1,858.67
SALES TAX:	<u>N/A</u>
TOTAL PAYMENT:	\$1,858.76

CHECKS SHOULD BE MADE PAYABLE TO: CATHERINE G. MANCINO AND  
REMITTED TO SUITE 301, 2450 OLD MOULTRIE ROAD, ST. AUGUSTINE,  
FLORIDA 32086

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EXHIBIT "E"

**EARLY LEARNING COALITION OF NORTH FLORIDA, INC.**  
and  
**David A. and Catherine G. Mancino**

**ATTACHMENT I – ASSURANCES AND CERTIFICATIONS**

**ASSURANCES AND CERTIFICATIONS**

- A. Assurances – Non-construction Programs (OMB Standard Form SF 424B)**
- B. Certification Regarding Debarment and Suspension (29 CFR Part 98 and 45 CFR Part 74)**
- C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- D. Drug-Free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)**
- E. Certification Regarding Convicted Vendor List and Discriminatory Vendor List**
- F. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 (s. 507, P.L. 103-333)**
- G. Trafficking Victims Protection Act of 2000**
- H. Certification Regarding Environmental Tobacco Smoke – The Pro Children Act of 2001**
- I. Certification Regarding Immigration Status**
- J. Certification Regarding Standards of Conduct**
- K. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)**
- L. The Transparency Act, as 2 CFR Part 170, defines**
- M. Equal Employment Opportunity (E.E.O.) Assurance**
- N. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)**
- O. Energy Efficiency**
- P. Scrutinized Companies Lists**
- Q. Davis-Bacon Act, as amended (40 USC 276a, et seq.)**
- R. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)**
- S. Contract Work Hours and Safety Standards Act**
- T. Access To Records**

*C. Mancino*  
*dm*  
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#### **A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.**

As the duly authorized representative of the CONTRACTOR, I certify that the CONTRACTOR:

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.
2. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida Department of Education (DOE), the Florida Department of Financial Services (DFS) and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended, (42 U.S.C. 3601 et seq.) relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) any other non-discrimination statute(s) requirements that may apply to the application.
7. Will comply with, or has already complied with, the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting the national wild and scenic rivers system's components or potential components.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human services involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB CFR § 200 Uniform Audit Requirements and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
18. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.



19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

**B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

As required by E.O.(s) 12549 and 12689, Debarment and Suspension, and implemented at 45 CFR Part 85, Government wide Debarment and Suspension (Nonprocurement) for prospective participants in primary covered transactions, no contract shall be made to parties the General Services Administration's List of Parties Excluded in the System for Award Management (SAM) identifies as excluded from Federal Procurement or Nonprocurement Programs. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to those requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that CONTRACTORS are not suspended, debarred or disqualified. The CONTRACTOR through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers-

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The Federal Excluded Parties list is currently located at <https://www.sam.gov/> (Systems for Award Management) and also available passing through the Florida Department of Management Services website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
2. Have not, within a three-year period preceding the CONTRACT, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or CONTRACT under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in this certification's paragraph B.2.
4. Have not, within a three-year period preceding the CONTRACT, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to the CONTRACT.

**C. CERTIFICATION REGARDING LOBBYING – 45 CFR Part 93 Appendix A - Certification for Contracts, Grants, Loans, and Cooperative Agreements AND Statement for Loan Guarantees and Loan Insurance.**

In accordance with s. 216.347, F.S., the disbursement of grants and aids appropriations for lobbying is prohibited. COALITION may not authorize or make any disbursement of funds or aids appropriations pursuant to a CONTRACT to any person or organization unless the terms of the CONTRACT prohibit the expenditure of funds for the purpose of lobbying the legislature, the judicial branch or a state agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000<sup>1</sup> for each such failure.

<sup>1</sup> The amounts specified in Appendix A to Part 93 are updated annually, as adjusted in accordance with the Federal Civil Monetary Penalty Inflation Adjustment Act of 1990 ( Pub. L. 101-140), as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 (section 701 of Pub. L. 114-74). Annually adjusted amounts are published at 45 CFR part 102.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[ 55 FR 6754, Feb. 26, 1990, as amended at 81 FR 61565, Sept. 6, 2016]

\*NOTE: - In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered Contract/Grant transactions over \$100,000 (per OMB).

#### **D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The CONTRACTOR will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988. Pursuant to the Drug-Free Workplace Act of 1988: 45 CFR Part 76 subpart F, ss. 76.630(c) and (d)(2), and 76.645(a)(1) and (b), the CONTRACTOR, through the duly appointed undersigned representative, attests and certifies that the CONTRACTOR will provide a drug-free workplace by the following actions-

1. Publishing a statement notifying employees that the CONTRACTOR prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the CONTRACTOR's workplace and specifying the actions that the CONTRACTOR will take against employees for violating such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the CONTRACT be given a copy of the statement required by paragraph 1 above.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the CONTRACT, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying COALITION in writing within ten (10) calendar days of receiving notice from an employee, of the employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to-  
**Early Learning Coalition of North Florida, Inc.**  
**2450 Old Moultrie Road, Suite 103**  
**St. Augustine, Florida 32086**
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted.

- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program that a federal, state or local, health, law enforcement, or other appropriate agency approved for such purposes.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

The following are the sites for the performance of work done in connection with the specific CONTRACT including street address, city, county, state, and zip code:

**David A. and Catherine G. Mancino**  
**2450 Old Moultrie Rd. # 301**  
**St. Augustine, FL 32086**

Check ( ) if there are workplaces on file that are not identified here.

Check ( ) if an additional page was required for the listing of the workplaces.

The CONTRACTOR will inform the COALITION of any changes relevant to the provisions of this section.

#### **E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST**

The CONTRACTOR hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the CONTRACTOR, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it is required to inform the COALITION immediately upon any change of circumstances regarding this status.

#### **F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995 – PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

The CONTRACTOR agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available by this CONTRACT will be American-made.

P.L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, section 507 – "It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

#### **G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), AS AMENDED, (22 U.S.C. 7104 (G))**

This CONTRACT is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The following award term is hereby adopted and incorporated herein by reference as fully set forth herein.

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each COALITION CONTRACT (i.e., grant or cooperative



agreement) under which a private entity receives funding, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the COALITION to include a condition that authorizes the COALITION to terminate the CONTRACT, without penalty, if the CONTRACTOR (a) Engages in severe forms of trafficking in persons during the period of time that the CONTRACT is in effect; (b) Procures a commercial sex act during the period of time that the CONTRACT is in effect; or (c) Uses forced labor in the performance of the CONTRACT or subcontracts under the CONTRACT.

#### **H. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE – THE PRO-CHILDREN ACT OF 2001**

The Pro-Children Act of 2001, 42 U.S.C. 7181-7184, imposes restrictions on smoking in facilities where federally-funded children's services are provided. Health and Human Services (HHS) grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifically prohibits smoking in any indoor facility (owned or leased or contracted) where kindergarten, elementary, or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased, or contracted) where federally-funded health care, child care, or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if such facility is constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

#### **I. CERTIFICATION REGARDING IMMIGRATION STATUS**

The CONTRACTOR certifies that it agrees to comply with the provisions of section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC part 1611); ensuring that only individuals eligible for CCDF services receive them.

#### **J. CERTIFICATION REGARDING STANDARDS OF CONDUCT**

The CONTRACTOR certifies that it shall comply with the provisions of 45 CFR part 92.36(b)(3) regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

#### **K. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)**

To comply with Public Law 111-117, the CONTRACTOR may not distribute federal funds made available under this CONTRACT to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in House of Representatives (H.R.) 3571, the Defund ACORN Act.

#### **L. THE TRANSPARENCY ACT (AS CFR PART 170 DEFINES)**

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein-

HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as CFR Part 170 defines). Under the Transparency Act, the CONTRACTOR must report all sub-awards (as 2 CFR part 170 defines) more than \$25,000, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act at the USDHHS ACF website.

**M. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)**

The CONTRACTOR agrees that it will comply with Executive Order No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR part 92.36(i)(3).

**N. CLEAN AIR ACT (42 U.S.C. 7401, ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251, ET SEQ.) AS AMENDED**

If this CONTRACT is in an amount in excess of \$150,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq. and 42 U.S.C. 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1368 et seq. and 33 U.S.C. 1251, et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 15). Violations shall be reported to the COALITION, the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR part 92.36 (i)(12).

**O. ENERGY EFFICIENCY**

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871). See 45 CFR part 92.36 (i)(13).

**P. SCRUTINIZED COMPANIES LISTS**

If this CONTRACT is for goods or services of one million dollars or more and entered into or renewed on or after July 1, 2011, then the COALITION may terminate this CONTRACT at its sole option if the COALITION finds the CONTRACTOR submitted a false certification as s. 287.135(5), F.S., defines, or is on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are provisions of s. 215.473, F.S.

If this CONTRACT is in the amount of one million dollars or more, in compliance with s. 287.135, F.S., the CONTRACTOR, by signing this CONTRACT, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**Q. DAVIS-BACON ACT, AS AMENDED (40 USC 276a, ET SEQ.)**

When federal program legislation requires, all construction CONTRACTS of more than \$2,000 the recipients and subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, CONTRACTORS shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

**R. COPELAND ANTI-KICKBACK ACT (18 U.S.C. 874 and 40 U.S.C. 276c)**

When applicable, (all construction or repair contracts awarded by the Coalition in excess of \$2,000) the CONTRACTOR agrees to comply with the Copeland Anti-kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c),

as supplemented by the Department of Labor (29 CFR Part 3). The Act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

#### **S. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

When applicable, (all contracts awarded by the Coalition in excess of \$100,000 for construction contracts and in excess of for other contracts that involve the employment of mechanics or laborers) CONTRACTOR agrees to comply with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **T. ACCESS TO RECORDS**

Pursuant to 2 CFR §200.336, *Access to records*, the CONTRACTOR agrees to provide access by the COALITION, the Office of Early Learning, the Federal Health and Human Services (HHS) Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

**By signing below, the CONTRACTOR, through the duly appointed representative, certifies and assures that it will be fully comply with the applicable assurances and certifications outlined in this attachment.**

David A. Mancino

CATHERINE G. MANCINO

Printed Name and Title of Authorized Representative

Signature

10/11/17  
Date

## Master Services Agreement

THIS MASTER SERVICES AGREEMENT ("Agreement") is dated 10/09/2017 by and between Contemporary Staffing Solutions, Inc. ("CSS"), a Pennsylvania Corporation and Early Learning Coalition ("Client"), hereinafter jointly referred to as the "Parties".

The Parties hereto agree as follows:

### Part 1: General

**1.1** CSS sources, screens and refers executive, professional and office candidates for placement with Client on one or more of the following basis: "Direct Hire". Our niche focus covers sales, technical, accounting, finance, human resources, call center and office related positions.

**1.2** CSS's invoices, including applicable sales and service tax all of which are payable by Client, are due upon receipt. In the event that Client fails to pay the invoices when due, Client agrees to pay all of CSS's cost of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, CSS may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1 ½ % per month or the highest rate allowed by applicable law from the date the amount first became due.

**1.3** Client agrees Client is responsible for implementing and maintaining usual, customary and appropriate Internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for Client's company. Client agrees that Client is fully responsible for, and that CSS will not be responsible for, any injuries, claims, damages or losses that may result from Client's failure to comply with this section 1.3.

**1.4** This Agreement will continue until terminated by either party with thirty (30) days' prior written notice to the other. Either party may terminate this Agreement if the other breaches any of the terms of this Agreement, provided the breaching party is given written notice and reasonable time to cure any such breach, other than a payment breach, for which there shall be no cure period. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement, including payment and indemnification obligations, will remain in effect until fulfilled and will apply to each party's respective successors and assigns.

**1.5** CSS does not warrant or guarantee that Direct Hires placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs, or perform services in any particular manner. Accordingly, Client acknowledges and agrees that CSS is not responsible for any aspects of the Direct Hire's work or Client's project, including, without limitation, any deadlines or work product. Because CSS is providing supplemental staffing services only, and Client is directing and supervising the Direct Hires who render these services, CSS shall not be liable for any claims, costs, attorney's fees, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Direct Hire, whether arising in contract, tort or otherwise. Client shall indemnify CSS and its parents, subsidiaries, affiliates, officers, directors, agents, and employees, and hold them harmless against and from any such claims made or brought by third parties, including any and all costs and attorney's fees incurred in connection with such claims.

### Part 2: Standard Fee Guidelines:

**2.1 Direct Hire Fees:** The Direct Hire fee for a candidate placed by CSS is 20% of the candidate's first year compensation. The Direct Hire Fee is payable as follows: Invoice due upon receipt.

**2.2 Guarantee:** If candidate leaves or is discharged within 90 days of employment from start date, CSS will replace this person at no additional cost. This guarantee is applicable only if 1) Client notifies CSS in writing within five business days of the termination or resignation of the candidate, 2) CSS's invoice is paid in full when due (per terms of section



2.1), and 3) Replacement is not due to a layoff, reorganization, closure, relocation, or principal change in job description or responsibilities.

**2.3 Hiring Guidelines:** The Fees for Direct Hires also apply to candidates who enter into an employment or any other business relationship, directly or indirectly, with the Client or any of its affiliates or subsidiaries, within one year from the date such individual was referred or disclosed to Client, either for the referred position or for any other position and/or the last day of the temporary assignment. The service fee is based upon the position's base salary for the first year. Such fee will be paid within 7 days of the hire.

**2.4 Payment and Default:** CSS will invoice Client for CSS's services with terms of "NET DUE UPON RECEIPT OF INVOICE". Client is responsible for providing CSS appropriate documentation if Exempt from Sales Tax. The worksite identifies sales tax, and CSS will be clarifying the worksite with each job requisition. If collection activities are necessary, Client hereby agrees to pay all related expenses and costs thereof, including reasonable attorney fees, and filing fees for all pre and post judgment collection efforts.

Check payments should be mailed to:

Contemporary Staffing Solutions, 161 Gaither Drive, Suite 210, Mt. Laurel, NJ 08054.

### **Part 3: Miscellaneous**

**3.1 Equal Opportunity Employment:** CSS is an equal opportunity employer and as such, prohibits discrimination, harassment and/or retaliation in the terms and conditions of employment on the basis of race, color, gender identity or expression, religion, sex, sexual orientation, national origin, age, marital status, military status disability or genetic information or any other characteristic protected by applicable federal, state or local law.

Client herein affirms it is an equal opportunity employer which prohibits discrimination, harassment and/or retaliation in the terms and conditions of employment on the basis of race, color, gender identity or expression, religion, sex, sexual orientation, national origin, age, marital status, military status disability or genetic information or any other characteristic protected by applicable federal, state or local law. Client agrees and warrants that it will not reject CSS Direct Hires, or otherwise deem such individuals unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. Client will indemnify and defend CSS with respect to any and all claims that Client took action with respect to a Direct Hire in violation of federal, state, and/or local laws, including costs of suit, settlement and attorneys' fees.

**3.2 Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of the State of New Jersey without regard to its conflicts-of-law principles. Any action arising under or otherwise relating to this Agreement shall be filed in the Superior Court of the State of New Jersey and/or the United States District Court for the District of New Jersey, and Client hereby waives any and all challenges and objections to personal jurisdiction in those courts.

**3.3 Waiver:** The failure of either Party hereto to give notice of the breach or non-fulfillment of any term or condition of this Agreement shall not constitute a waiver thereof, nor shall the waiver of any breach or non-fulfillment of any term or condition of this Agreement constitute a waiver of any other breach or non-fulfillment of that or any other term or condition of this Agreement.

**3.4 Entire Agreement:** This Agreement and any exhibit hereto contains all the terms, promises, covenants, conditions and representations made or entered into by or between the Parties and supersedes all prior discussions and agreements whether written or oral between Parties and all other matters contained herein and constitutes the sole and entire agreement between Parties with respect thereto. This Agreement and any exhibit hereto may not be modified or amended unless set forth in writing and executed by both Parties hereto.

**3.5 Successors and/or Assigns:** Neither party may assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld or delayed. Any attempt to assign, subcontract or delegate in violation of this subsection is void in each instance. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors, and or assigns, to the extent as if specified at length throughout this Agreement.

**Signatures:** The parties hereto have executed this Agreement as of the day first set forth above.

By: Authorized Representative of  
Contemporary Staffing Solutions

  
Signature \_\_\_\_\_ Date 10/9/17

Print First Name      Print Last Name

Contemporary Staffing Solutions  
10245 Centurion Parkway N, Suite 105  
Jacksonville, FL 32256

Authorized Representative of Early Learning Coalition

  
Signature \_\_\_\_\_ Date 10/9/17

Print First Name      Print Last Name

Early Learning Coalition  
2450 Old Moultrie Rd  
St Augustine, FL 32086

## **VI. New/Unfinished Business**

### **A. Approval of Management Decision Recommendation for ECS Audit 2016/2017\***

**\* ACTION ITEM**

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of Management Decision Recommendation for ECS Audit 2016/2017
<b>Reason for Recommended Action</b>	<p>To approve management decision to consider the ECS annual audit properly reviewed and therefore resolved.</p> <p><b><u>If this is not done, the following would occur:</u></b></p> <ul style="list-style-type: none"><li>• The Coalition would not be in compliance with policy requiring committee approval.</li></ul>
<b>How the Action will be accomplished</b>	Management decision to be approved at 12/6/2017 Board meeting.

# **ELC OF North Florida, Inc.**

## **Management Decision Recommendation**

ECS Audit Report  
For FYE June 30, 2017

Ralston and Company, PA, CPA performed the June 30, 2017 audit of Episcopal Children's Services, Inc. Field work was completed on October 18, 2017. This report was received by ELC on October 20, 2017, and subsequently reviewed by ELC management and staff. The report and audited financial statements are on file and available to the Board for review at anytime.

A summary of the audit results is as follows:

1. The Independent Auditor's Report
  - a. Expressed an unmodified opinion on the consolidated financial statements of ECS.
  - b. Stated no instances of noncompliance material to the financial statements of Episcopal Children's Services, Inc. were disclosed during the audit.
  - c. Stated no material weaknesses were identified during the audit of the financial statements.
  - d. Expressed an unmodified opinion on the major award programs.
  - e. Stated no material weaknesses were identified during the audit of major federal programs.
  - f. No findings were disclosed that are required to be reported in accordance with 2 CFR section 200.516(a).
2. The Independent Auditor's Report on Internal Controls
  - a. Expressed no opinion on ECS internal controls.
  - b. Reported no material weaknesses to internal controls.
  - c. Expressed no opinion on ECS compliance and other such matters.
  - d. The results of the internal control testing disclosed no issues of noncompliance or other matters that would be required to be reported under *Government Auditing Standards*.
3. Supplemental Information
  - a. There were no findings in relation to prior audits.
  - b. There were no current audit findings on the ECS Financial Statements.
  - c. There were no current audit findings or questioned costs on the ECS Major Federal Awards Program Audit.
  - d. ECS qualifies as a low risk auditee.

With no audit findings, material weaknesses, or issues of noncompliance, this audit is considered complete.

## **VI. New/Unfinished Business**

### **B. Approval of NEFEC Lease 2018-2019 Continuation\***

**\* ACTION ITEM**

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of NEFEC Lease Continuation
<b>Reason for Recommended Action</b>	<p>Staff requests board approval to continue the NEFEC lease agreement of rental of office space in Palatka, FL. The current lease ends January 31, 2018, and the new lease will start Feb. 1, 2018 and conclude January 31, 2019, with the option of automatic renewal for 12 months, starting Feb. 1 2019 and concluding on Jan. 31, 2020 at the monthly rental rate of \$400.</p> <p>The space currently houses our Grants and Operations Manager, Tajaro Dixon, our Putnam County Reading Pals resource room, and one office is used for Coalition storage. The total for all three rooms is \$400.00 per month and includes electric.</p> <p><b><u>If this is not done, the following would occur:</u></b></p> <ul style="list-style-type: none"><li>• The Coalition would need to find comparable office space for Putnam County staff, the Putnam County Reading Pals resources room, and storage.</li></ul>
<b>How the Action will be accomplished</b>	Approval of lease agreement listed above.

## **LEASE AGREEMENT**

**THIS LEASE** made the 1st day of February, 2018, by and between the **North East Florida Educational Consortium (NEFEC) by The District School Board of Putnam County, Florida**, having its principal office at 200 Reid Street, City of Palatka, County of Putnam and State of Florida, hereinafter referred to as "Lessor" and **Early Learning Coalition of North Florida, Inc.**, of 3841 Reid Street, Building 005, City of Palatka, County of Putnam and State of Florida, hereinafter referred to as "Lessee", states as follows, to-wit:

### **RECITALS:**

1. Lessor is the sole owner of the premises described below and desires to lease business offices to a suitable lessee for business purposes, to-wit: 3841 Reid Street, Building 005, Palatka, Putnam County, Florida.
2. Lessee desires to lease three (3) offices in Building 005 for use as a satellite office.
3. The parties desire to enter a lease agreement defining their rights, duties and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, the parties agree as follows, to-wit:

### **SECTION ONE: TERM AND RENT**

Lessor demises the above premises for a term of twelve (12) months, commencing on the 1<sup>st</sup> day of February, 2018, and concluding on the 31<sup>st</sup> day of January, 2019, at the monthly rental amount of four hundred dollars (\$400.00). All rental payments shall be made to Lessor at the address specified above. The lessee has the option to automatically renew for an additional term of twelve (12) months, commencing on the 1st day of February, 2019, and concluding on the 31st day of January, 2020, at the monthly rental amount of four hundred dollars (\$400.00).

### **SECTION TWO: ALTERATIONS, ADDITIONS AND IMPROVEMENTS**

Lessee shall make no changes, alterations, additions or improvements to the demised premises without obtaining the prior written consent of Lessor. In the event such alterations or additions are authorized, said improvements shall become part of the demised premises and the sole property of Lessor, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee.



### **SECTION THREE: INSURANCE**

During the term of the lease and for any further time that Lessee shall hold the demised premises, Lessee shall obtain and maintain at its expense the following types and amounts of insurance, to-wit:

1. **Personal Injury and Property Damage Insurance.** Insurance against liability for bodily injury and property damage in an amount not less than two hundred fifty thousand and no/100's dollars (\$250,000.00) per person and five hundred thousand and no/100's dollars (\$500,000.00) per occurrence, shall be provided by Lessee.
2. All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interests may appear, and in the case of insurance against damage to the demised premises by fire or other casualty, shall provide that loss, if any, shall be adjusted with and be payable to Lessor. If requested by Lessor, any insurance against fire or other casualty shall provide that loss shall be payable to the holder under a standard mortgage clause. All insurance shall be written with responsible companies, and the policies shall be held by Lessor or, when appropriate, by the holder of any mortgage, in which case copies of the policies or certificates of insurance shall be delivered by Lessee to Lessor. All policies shall require thirty (30) days notice by registered mail to Lessor of any cancellation or change affecting any interest of Lessor.
3. Lessor shall provide hazard insurance with respect to the building/structure; it being the intention of the parties that Lessee shall insure the interior of the premises and all contents, and Lessor shall insure the exterior and structure of said building. Lessor's policy shall list Lessee as an additional named insured, however, all proceeds of any such insurance shall be payable solely to Lessor.

### **SECTION FOUR: UNLAWFUL OR DANGEROUS ACTIVITY**

Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable or ultrahazardous business purpose nor operate or conduct his business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable or ultrahazardous use, take action to halt such activity. Lessee hereby acknowledges that the demised premises have not previously been utilized by Lessor. Lessee further acknowledges that the subject property does not currently contain any hazardous waste or material.

### **SECTION FIVE: INDEMNITY**

Lessee shall indemnify Lessor against all expenses, liabilities and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or

equipment, materials or alterations of buildings or improvements thereon resulting from the acts or omissions of Lessee or his agents.

#### **SECTION SIX: DEFAULT OR BREACH**

Each of the following events shall constitute a default or breach of this lease by Lessee, to-wit:

1. If Lessee shall fail to pay Lessor any rent or additional rent when same shall become due within fifteen (15) days from when said rent or payment becomes due. There shall be a late penalty of five percent (5%) of the rental sum in the event rent is not paid within five (5) days from the date said payment becomes due.
2. If Lessee shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee or, if (a) the performance cannot be reasonably had within the ten (10) day period, (b) Lessee shall not in good faith have commenced performance within the ten (10) day period, or (c) Lessee shall not diligently proceed to completion of performance.
3. If Lessee shall vacate or abandon the demised premises.

#### **SECTION SEVEN: EFFECT OF DEFAULT**

In the event of any default thereunder, as set forth above, the rights of Lessor shall be as follows, to-wit:

1. Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of Lessee hereunder, by giving to Lessee not less than fifteen (15) days notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
2. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
3. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry Lessor may terminate the lease on giving ten (10) days' written notice of termination to Lessee. Without the notice, re-entry will not terminate the lease. On termination,

Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease.

4. After re-entry, Lessor may relet the premises or any part thereof for any term without terminating this lease, at the rent and on the terms as Lessor may choose. Lessor may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows, to-wit:
  - a. In addition to Lessee's liability to Lessor for breach of the lease, Lessee shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by Lessor under the new lease agreement and the rental installments that are due for the same period under this lease.
  - b. Lessor shall have the right, but shall not be required, to apply the rent received from reletting the premises (1) to reduce the indebtedness of Lessee to Lessor under the lease, not including indebtedness for rent, (2) to expenses of the reletting and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

#### **SECTION EIGHT: DESTRUCTION OF PREMISES**

In the event of a partial destruction of the premises during the term from any cause, Lessor shall forthwith repair the same, provided the repairs can be made within one hundred twenty (120) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Lessee in the premises. If the repairs cannot be made in the specified time, Lessor may, at Lessor's option, make repairs within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. Should the building in which the demised premises are situated be destroyed to the extent of not less than fifty percent (50%) of the replacement cost thereof, this lease shall be terminated.

#### **SECTION NINE: SUBORDINATION**

This lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part thereof, and to any and all renewals, modifications or extensions of any such mortgages. Lessee shall on demand execute, acknowledge and deliver to Lessor, any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification or extension, and if Lessee shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Lessor in addition to any other remedies available in

consequence thereof, may execute, acknowledge and deliver the same as Lessee's attorney in fact and in Lessee's name. Lessee hereby irrevocably makes, constitutes and appoints Lessor, its successor and assigns, his attorney in fact for this purpose.

#### **SECTION TEN: ACCESS TO PREMISES; SIGNS POSTED BY LESSOR**

Lessee shall permit Lessor or its agents to enter the demised premises during normal business hours, or at other times by providing three (3) days written notice, to inspect the premises or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this lease. At any time within sixty (60) days prior to expiration of the term, Lessor may show the premises to persons wishing to rent the premises.

Lessee shall be entitled to place a sign on the leased premises in accordance with the design scheme of the entire complex with the consent of Lessor, which said consent shall not be unreasonably withheld.

#### **SECTION ELEVEN: EASEMENTS, AGREEMENTS OR ENCUMBRANCES**

The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the demised premises, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

#### **SECTION TWELVE: QUIET ENJOYMENT**

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee. Notwithstanding same, Lessee agrees to conduct himself and operate his business in such a manner as to not interfere with the business operations of Lessor, the North East Florida Educational Consortium and any other tenant or occupant of the demised premises. Lessee acknowledges that this covenant is of the utmost importance and that adherence thereto shall be strictly required by Lessor.

#### **SECTION THIRTEEN: LIABILITY OF LESSOR**

Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. The provisions herein permitting Lessor to enter and inspect the demised premises are made to insure that Lessee is in compliance with the terms and conditions hereof and makes repairs that Lessee has failed to make. Lessor shall not be liable to Lessee for any entry on the premises for inspection purposes.

#### **SECTION FOURTEEN: RENT ABATEMENT**

No abatement, diminution or reduction of rent shall be claimed or allowed to Lessee or any person claiming under him under any circumstances, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements or repairs to the premises, because of any governmental laws or arising from and during the restoration of the demised premises after the destruction or damage thereof by fire or other cause.

#### **SECTION FIFTEEN: WAIVERS**

The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

#### **SECTION SIXTEEN: NOTICE**

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

#### **SECTION SEVENTEEN: ASSIGNMENT, MORTGAGE OR SUBLEASE**

Neither Lessee nor his successors or assigns shall assign, mortgage, pledge or encumber this lease or sublet the demised premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. If this lease is assigned or transferred, or if all or any part of the demised premises is sublet or occupied by anybody other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any agreement or condition hereof, or the acceptance of the assignee, transferee, subtenant or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this lease and shall not be released from the performance of the terms and conditions hereof. The consent by Lessor to an assignment, mortgage, pledge or transfer shall not be construed to relieve Lessee from obtaining the express written consent of Lessor to any future transfer of interest.

## **SECTION EIGHTEEN: SURRENDER OF POSSESSION**

Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the demised premises to Lessor free of subtenancies, including all buildings, additions and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to Lessee, if not removed at the termination or default, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefore. Lessor may remove such fixtures or property from the demised premises and store them at the risk and expense of Lessee if Lessor shall not so elect. Lessee shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures and personal property.

## **SECTION NINETEEN: REMEDIES OF LESSOR**

- a. In the event of a breach or a threatened breach by Lessee of any of the terms or conditions hereof, Lessor shall have the right of injunction to restrain Lessee and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.
- b. No receipt of money by Lessor from Lessee, after default or cancellation of this lease in any lawful manner shall (1) reinstate, continue or extend the term or affect any notice given to Lessee, (2) operate as a waiver of the right of Lessor to enforce the payment of rent and additional rent then due or falling due, or (3) operate as a waiver of the right of Lessor to recover possession of the demised premises by proper suit, action, proceeding or other remedy, unless so stated by Lessor in writing. After (1) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (2) the commencement of any suit, action, proceeding, or other remedy, or (3) final order or judgment for possession of the demised premises, Lessor may demand, receive and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the demised premises or at the election of Lessor, on account of the liability of Lessee hereunder.

## **SECTION TWENTY: UNILATERAL TERMINATION**

By Lessee:

Due to Lack of Funds: Any obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. In the event funds to finance this contract become unavailable, the Coalition (Lessee) may terminate this contract upon no less than one hundred and twenty (120) calendar day notice in writing to the Lessor (NEFEC). Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.

By Lessor:

Due to Lack of Availability:

In the event the Lessor (NEFEC) should require said office space back for NEFEC operations, the Lessor (NEFEC) will terminate this contract upon no less than one hundred and twenty (120) calendar day notice in writing to the Coalition (Lessee). Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.

**SECTION TWENTY-ONE: TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS**

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties.

**SECTION TWENTY-TWO: APPLICABLE LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**SECTION TWENTY-THREE: ASSURANCES AND CERTIFICATIONS**

NEFEC/Lessor agrees to comply with all applicable assurances and certifications as listed on Attachment I – Assurances and Certifications.

**SECTION TWENTY-FOUR: TIME OF THE ESSENCE**

Time is of the essence in all provisions of this lease.

**IN WITNESS WHEREOF**, the parties have executed this lease at Palatka, Putnam County, Florida.

**Lessor:**

by \_\_\_\_\_  
Richard M. Surrency Sr., Ed.D., Superintendent  
Putnam County District Schools  
Date: \_\_\_\_\_

by \_\_\_\_\_  
Dr. Patrick J. Wnek, Executive Director  
North East Florida Educational Consortium  
Date: \_\_\_\_\_

**Lessee:**

by \_\_\_\_\_  
Jane T. Crawford, Chairperson  
District School Board of Putnam County  
Date: \_\_\_\_\_

by \_\_\_\_\_  
Dawn Bell, Chief Executive Officer  
Early Learning Coalition of North Florida, Inc.  
Date: \_\_\_\_\_

**EARLY LEARNING COALITION OF NORTH FLORIDA, INC.**  
and  
**North East Florida Educational Consortium (NEFEC) by The District School Board of  
Putnam County, Florida,**

**ATTACHMENT I – ASSURANCES AND CERTIFICATIONS**

**ASSURANCES AND CERTIFICATIONS**

- A. Assurances – Non-construction Programs (OMB Standard Form SF 424B)**
- B. Certification Regarding Debarment and Suspension (29 CFR Part 98 and 45 CFR Part 74)**
- C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- D. Drug-Free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)**
- E. Certification Regarding Convicted Vendor List and Discriminatory Vendor List**
- F. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 (s. 507, P.L. 103-333)**
- G. Trafficking Victims Protection Act of 2000**
- H. Certification Regarding Environmental Tobacco Smoke – The Pro Children Act of 2001**
- I. Certification Regarding Immigration Status**
- J. Certification Regarding Standards of Conduct**
- K. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)**
- L. The Transparency Act, as 2 CFR Part 170, defines**
- M. Equal Employment Opportunity (E.E.O.) Assurance**
- N. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)**
- O. Energy Efficiency**
- P. Scrutinized Companies Lists**
- Q. Davis-Bacon Act, as amended (40 USC 276a, et seq.)**
- R. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)**
- S. Contract Work Hours and Safety Standards Act**
- T. Access To Records**



## **A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.**

As the duly authorized representative of the CONTRACTOR, I certify that the CONTRACTOR:

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.
2. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida Department of Education (DOE), the Florida Department of Financial Services (DFS) and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 – 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended, (42 U.S.C. 3601 et seq.) relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) any other non-discrimination statute(s) requirements that may apply to the application.
7. Will comply with, or has already complied with, the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting the national wild and scenic rivers system's components or potential components.
13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human services involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB CFR § 200 Uniform Audit Requirements and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
18. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

**B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

As required by E.O.(s) 12549 and 12689, Debarment and Suspension, and implemented at 45 CFR Part 85, Government wide Debarment and Suspension (Nonprocurement) for prospective participants in primary covered transactions, no contract shall be made to parties the General Services Administration's List of Parties Excluded in the System for Award Management (SAM) identifies as excluded from Federal Procurement or Nonprocurement Programs. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to those requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that CONTRACTORS are not suspended, debarred or disqualified. The CONTRACTOR through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers-

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The Federal Excluded Parties list is currently located at <https://www.sam.gov/> (Systems for Award Management) and also available passing through the Florida Department of Management Services website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.
2. Have not, within a three-year period preceding the CONTRACT, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or CONTRACT under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in this certification's paragraph B.2.
4. Have not, within a three-year period preceding the CONTRACT, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to the CONTRACT.

**C. CERTIFICATION REGARDING LOBBYING – 45 CFR Part 93 Appendix A - *Certification for Contracts, Grants, Loans, and Cooperative Agreements AND Statement for Loan Guarantees and Loan Insurance.***

In accordance with s. 216.347, F.S., the disbursement of grants and aids appropriations for lobbying is prohibited. COALITION may not authorize or make any disbursement of funds or aids appropriations pursuant to a CONTRACT to any person or organization unless the terms of the CONTRACT prohibit the expenditure of funds for the purpose of lobbying the legislature, the judicial branch or a state agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 <sup>1</sup> for each such failure.

<sup>1</sup> The amounts specified in Appendix A to Part 93 are updated annually, as adjusted in accordance with the Federal Civil Monetary Penalty Inflation Adjustment Act of 1990 ( Pub. L. 101-140), as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 (section 701 of Pub. L. 114-74). Annually adjusted amounts are published at 45 CFR part 102.

***Statement for Loan Guarantees and Loan Insurance***

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[ 55 FR 6754, Feb. 26, 1990, as amended at 81 FR 61565, Sept. 6, 2016]

\*NOTE: - In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered Contract/Grant transactions over \$100,000 (per OMB).

#### **D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The CONTRACTOR will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988. Pursuant to the Drug-Free Workplace Act of 1988: 45 CFR Part 76 subpart F, ss. 76.630(c) and (d)(2), and 76.645(a)(1) and (b), the CONTRACTOR, through the duly appointed undersigned representative, attests and certifies that the CONTRACTOR will provide a drug-free workplace by the following actions-

1. Publishing a statement notifying employees that the CONTRACTOR prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the CONTRACTOR's workplace and specifying the actions that the CONTRACTOR will take against employees for violating such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the CONTRACT be given a copy of the statement required by paragraph 1 above.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the CONTRACT, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying COALITION in writing within ten (10) calendar days of receiving notice from an employee, of the employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to-

**Early Learning Coalition of North Florida, Inc.  
2450 Old Moultrie Road, Suite 103  
St. Augustine, Florida 32086**

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted.
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.

- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program that a federal, state or local, health, law enforcement, or other appropriate agency approved for such purposes.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

The following are the sites for the performance of work done in connection with the specific CONTRACT including street address, city, county, state, and zip code:

**North East Florida Educational Consortium (NEFEC) by The District School Board of Putnam County, Florida,  
3841 Reid St.  
Palatka, FL 32177**

Check ( ) if there are workplaces on file that are not identified here.

Check ( ) if an additional page was required for the listing of the workplaces.

The CONTRACTOR will inform the COALITION of any changes relevant to the provisions of this section.

**E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST**

The CONTRACTOR hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the CONTRACTOR, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it is required to inform the COALITION immediately upon any change of circumstances regarding this status.

**F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995 – PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

The CONTRACTOR agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available by this CONTRACT will be American-made.

P.L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, section 507 – “It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

**G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), AS AMENDED, (22 U.S.C. 7104 (G))**

This CONTRACT is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The following award term is hereby adopted and incorporated herein by reference as fully set forth herein.

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each COALITION CONTRACT (i.e., grant or cooperative agreement) under which a private entity receives funding, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the COALITION to include a condition that authorizes the

COALITION to terminate the CONTRACT, without penalty, if the CONTRACTOR (a) Engages in severe forms of trafficking in persons during the period of time that the CONTRACT is in effect; (b) Procures a commercial sex act during the period of time that the CONTRACT is in effect; or (c) Uses forced labor in the performance of the CONTRACT or subcontracts under the CONTRACT.

#### **H. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE – THE PRO-CHILDREN ACT OF 2001**

The Pro-Children Act of 2001, 42 U.S.C. 7181-7184, imposes restrictions on smoking in facilities where federally-funded children's services are provided. Health and Human Services (HHS) grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifically prohibits smoking in any indoor facility (owned or leased or contracted) where kindergarten, elementary, or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased, or contracted) where federally-funded health care, child care, or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if such facility is constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

#### **I. CERTIFICATION REGARDING IMMIGRATION STATUS**

The CONTRACTOR certifies that it agrees to comply with the provisions of section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC part 1611); ensuring that only individuals eligible for CCDF services receive them.

#### **J. CERTIFICATION REGARDING STANDARDS OF CONDUCT**

The CONTRACTOR certifies that it shall comply with the provisions of 45 CFR part 92.36(b)(3) regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

#### **K. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)**

To comply with Public Law 111-117, the CONTRACTOR may not distribute federal funds made available under this CONTRACT to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in House of Representatives (H.R.) 3571, the Defund ACORN Act.

#### **L. THE TRANSPARENCY ACT (AS CFR PART 170 DEFINES)**

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein-

HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as CFR Part 170 defines). Under the Transparency Act, the CONTRACTOR must report all sub-awards (as 2 CFR part 170 defines) more than \$25,000, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act at the USDHHS ACF website.

#### **M. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)**

The CONTRACTOR agrees that it will comply with Executive Order No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR part 92.36(i)(3).

**N. CLEAN AIR ACT (42 U.S.C. 7401, ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251, ET SEQ.) AS AMENDED**

If this CONTRACT is in an amount in excess of \$150,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq. and 42 U.S.C. 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1368 et seq. and 33 U.S.C. 1251, et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 15). Violations shall be reported to the COALITION, the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR part 92.36 (i)(12).

**O. ENERGY EFFICIENCY**

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871). See 45 CFR part 92.36 (i)(13).

**P. SCRUTINIZED COMPANIES LISTS**

If this CONTRACT is for goods or services of one million dollars or more and entered into or renewed on or after July 1, 2011, then the COALITION may terminate this CONTRACT at its sole option if the COALITION finds the CONTRACTOR submitted a false certification as s. 287.135(5), F.S., defines, or is on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are provisions of s. 215.473, F.S.

If this CONTRACT is in the amount of one million dollars or more, in compliance with s. 287.135, F.S., the CONTRACTOR, by signing this CONTRACT, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**Q. DAVIS-BACON ACT, AS AMENDED (40 USC 276a, ET SEQ.)**

When federal program legislation requires, all construction CONTRACTS of more than \$2,000 the recipients and subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, CONTRACTORS shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

**R. COPELAND ANTI-KICKBACK ACT (18 U.S.C. 874 and 40 U.S.C. 276c)**

When applicable, (all construction or repair contracts awarded by the Coalition in excess of \$2,000) the CONTRACTOR agrees to comply with the Copeland Anti-kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by the Department of Labor (29 CFR Part 3). The Act provides that each CONTRACTOR



shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

#### **S. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

When applicable, (all contracts awarded by the Coalition in excess of \$100,000 for construction contracts and in excess of for other contracts that involve the employment of mechanics or laborers) CONTRACTOR agrees to comply with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **T. ACCESS TO RECORDS**

Pursuant to 2 CFR §200.336, *Access to records*, the CONTRACTOR agrees to provide access by the COALITION, the Office of Early Learning, the Federal Health and Human Services (HHS) Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

**By signing below, the CONTRACTOR, through the duly appointed representative, certifies and assures that it will be fully comply with the applicable assurances and certifications outlined in this attachment.**

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## **VI. New/Unfinished Business**

### **C. Approval of ECS 2017/2018 amendment #0004-17 and party signatures\***

**\* ACTION ITEM**

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Episcopal Children's Services 2017/2018 Contract Amendment #0004-17:
<b>Reason for Recommended Action</b>	<p><u>Revisions:</u></p> <p>The Coalition received a new School Readiness Notice of Award dated November 1, 2017. This award increased the SR allocation by \$4,209.00 (from restitution dollars that were received).</p> <p>The Coalition also received the "Performance Funding Project" Notice of Award dated November 27, 2017. This award decreased from last year's allocation, to \$68,885.</p> <p>This contract amendment adds the restitution dollars to this year's SR budget. This amendment also corrects the "PFP" amount that was previously in the 17/18 contract (that was an OEL estimate based on last year's budget).</p> <p><b><u>If this is not done, the following would occur:</u></b></p> <ul style="list-style-type: none"><li>• ECS's contract would not have the correct budgeted amounts for the School Readiness program.</li><li>• ECS's contract would not have this year's correct budget amounts for the Performance Funding Project.</li></ul>
<b>How the Action will be accomplished</b>	Approval of ECS 2017/2018 amendment #0004-17, and party signatures.

**Amendment 0004-17 to Primary Services Contract  
Episcopal Children's Services**

THIS AMENDMENT, entered into between the Early Learning Coalition of North Florida, Inc. hereinafter referred to as the Coalition, and Episcopal Children's Services, hereinafter referred to as the Contractor, amends the 2017-18 primary services contract as follows:

Item #	Page #	Headings and Text
1	8-9	<b>C. <u>RESOURCE MANAGEMENT</u></b> (School Readiness)
		<p>Pursuant to the Request for Proposal and the Contractor's signed response, and the fact that this contract is <b>upon a cost-reimbursement method of payment</b>, the CONTRACTOR shall be fiscally responsible pursuant to the following:</p> <p><b>1. BUDGET SURPLUS/DEFICIT:</b> The Contractor shall serve no fewer than <b>3,800</b> children with the <b>slot dollars</b> provided under this contract, unless the available School Readiness grant funding would not financially provide for all <b>3,800 slots</b>. Regardless of the total amount of funding for slots, the Coalition (through its Sub-Contractors) will ensure that no less than <b>78%</b> of School Readiness grant funds will be used for slot funding (excluding CCEP which is subject to a minimum expenditure of 81% on direct services). The slot funding will be expended within 1.5% under and 0% over the contracted budget amount, with the understanding that the goal is to use 0.75% under. The CONTRACTOR further agrees that reimbursements under this contract shall be up to, and are capped at the total budgeted amount of funding for direct childcare <b>slot funding</b> which is <del>\$12,337,135</del> <b>\$12,340,418</b> to include all childcare cost centers, Gold Seal payments (if applicable), and CCEP (if applicable) and "Contracted Slots" (if applicable). This funding is inclusive of the annual OEL School Readiness Grant Award that does not include local match funds, and is <b>based on availability of funds. If county allocations are reduced at the state level, contracts will be amended accordingly. Gold Seal payments are subject to adjustments due to budget constraints.</b> Additionally, the Contractor shall be responsible for actively soliciting and obtaining match funds in the (minimum) amount equal to 6% for the Economically Disadvantaged (BG 8) funding category for children in School Readiness Programs to be used only for slots, except when a match waiver is available and the contractor has shown a good faith effort to raise the 6% Economically Disadvantaged match.</p>
2	19	<b>VII. Method of Payment</b> (School Readiness/PFP)
		<p>This is a cost-reimbursement contract. The Coalition shall pay the contractor for the delivery of service provided in accordance with the terms of this contract for a <b>total dollar amount</b> up to and not to exceed <del>\$14,997,291</del> <b>\$15,001,500</b>. This funding is inclusive of the annual OEL School Readiness Grant Award which does not</p>

		<p>include local match funds or CCEP, and is <b>based on availability of funds. If county allocations are reduced at the state level, contracts will be amended accordingly.</b> Up to and no more than <del>\$358,142</del> <b>\$358,353</b> (97BBA) may be allocated to administrative expenditures. Local match will be reimbursed based on funding from match raised from local grants up to the amount earned or the amount of the local grants, whichever is less.</p> <p>In addition, the Coalition shall pay the contractor for the delivery of service provided in accordance with the terms and conditions of <b>OEL's "Performance Funding Project" Contract/OEL Grant Agreement with the Coalition</b> (OEL NOA #PP438) for a <b>total dollar amount</b> up to and not to exceed <del>\$234,216</del> <b>\$68,885</b>. This funding is <b>exclusive</b> of the annual OEL School Readiness Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the OEL Performance Funding Project Contract/OEL Grant Agreement.</p> <p>AND, the Coalition shall pay the contractor for the delivery of service provided in accordance with the terms and conditions of <b>OEL's "Pay for Performance" Contract</b> [in cooperation with <b>The University of Florida</b> Board of Trustees, a public body corporate of the State of Florida for the benefit of its <b>Lastinger Center for Learning</b> ("University")] <b>with the Coalition</b> for a <b>total dollar amount</b> up to and not to exceed <b>\$35,000</b>.</p>
<b>3</b>	<b>64-65</b>	<b>Attachment 9 School Readiness Budget</b>
		(Attached, Pages 3-4, replaces original contract attachment and is incorporated as part of this amendment)
		<b>END OF AMENDMENTS</b>

## ATTACHMENT 9

### SCHOOL READINESS BUDGET

State of Florida Notice of Award No. SR438	
DUNS # 130220796	
CFDA# / Name	Federal Award #
93.558 / TANF	G1702FLTANF (27.83%)
93.575 / CCDF Discretionary	G1702FLCCDF (40.63%)
93.596 / CCDF Mandatory	G1702FLCCDF (31.45%)
93.667 / SSBG	G1701FLS0SR (0.08%)
	Grand Total 100%

Description		OCA	ECS Dollar Amounts	Coalition Dollar Amounts	TOTALS (NOA Amounts)
General Administration		97BBA, 97FIR, 97LCA	<del>\$358,142</del> <u>\$358,353</u>	\$425,000	<del>\$783,142</del> <u>\$783,353</u>
Non-direct Services		97BBD	<del>250,205</del> <u>250,752</u>	0	<del>250,205</del> <u>250,752</u>
Systems		97SYS	0	0	0
Eligibility Determination		97BDE	666,835	0	666,835
Quality	97Q00, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT		<del>770,043</del> <u>770,211</u>	260,669	<del>1,030,712</del> <u>1,030,880</u>
Infant & Toddler Services		97INT, 97ICR, 97IAS, 97ICS	263,803	0	263,803
Inclusion		97QIN	116,481	0	116,481
Resource & Referral		97Q14	234,647	0	234,647
<b>Total Non-Slots</b>		<b>(Non-Direct)</b>	<del>\$2,660,156</del> <u>\$2,661,082</u>	<b>\$685,669</b>	<del>\$3,345,825</del> <u>\$3,346,751</u>
Gold Seal Payments		97GSD	520,000	0	520,000
Slots, to include: *CCEP funding of <b>\$20,118</b>			<del>11,817,135</del> <u>11,820,418</u>	0	<del>11,817,135</del> <u>11,820,418</u>
<b>Total Slots</b>		<b>(Direct Services)</b>	<del>\$12,337,135</del> <u>\$12,340,418</u>	<b>\$0</b>	<del>\$12,337,135</del> <u>\$12,340,418</u>
<b>Grand Total</b>			<del>\$14,997,291</del> <u>\$15,001,500</u>	<b>\$685,669</b>	<del>\$15,682,960</del> <u>\$15,687,169</u>

### Supplemental Contracts

(Exclusive of OEL School Readiness Grant Award Funding)

<b>Performance Funding Project</b> (OEL NOA #PP438) (CFDA# 93.575 CCDF, Federal Award No. <del>G1702FLCCDF</del> <u>G1602FLCCDF</u> – 100% funding) (DUNS #130220796) <b>Total</b> (total dollar amount up to and not to exceed)	<del>\$234,216</del> <u>\$68,885</u>
<b>Pay for Performance</b> (through the University of Florida) <b>Contract SR400</b> (total dollar amount up to and not to exceed)	<b>\$35,000</b>



THIS AMENDMENT shall begin on December 6, 2017, or the date, on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment is hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this 5 page amendment to be executed by their officials thereunto duly authorized.

**EARLY LEARNING COALITION OF  
NORTH FLORIDA**

**EPISCOPAL CHILDREN'S SERVICES,  
INC.**

**NAME** \_\_\_\_\_

**NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_

## **VI. New/Unfinished Business**

### **D. Approval of the Personnel Policies and Procedures Manual revisions regarding Severance Benefits in the event of a FORCED MERGER\***

**\* ACTION ITEM**

## ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition's Personnel Policies and Procedures Manual
<b>Reason for Recommended Action</b>	<p><u>Revisions:</u></p> <p>HR610 – <u>Employment Termination</u>,</p> <ul style="list-style-type: none"><li>deleted conditions for a workforce reduction severance allowance, so as to not conflict with the addition of the severance benefit in the case of a forced merger.</li><li>added to "Layoffs and Severance Benefits" section, a severance benefit specific to a FORCED MERGER.</li></ul> <p>This policy is being revised due to the history of legislative attempts to force a reduction in the number of coalitions throughout Florida, and thereby attempting to force mergers of coalitions who do not volunteer to merge. This revision will add this benefit for employees who not only have to endure the legislative session results each time this occurs, but also to ensure their financial stability should the ELC of North Florida ever be forced to merge with another coalition.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"><li>The Coalition would not have a severance benefit specific to the case of a forced merger.</li></ul>
<b>How the Action will be accomplished</b>	Approval of the Personnel Policies and Procedures Manual revisions listed above.

# HR610 Employment Termination

Effective Date: 02/19/08

Revision Date: 02/03/10, 06/21/17, 12/06/17

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- \* Resignation - voluntary employment termination initiated by an employee
- \* Discharge - involuntary employment termination initiated by the organization
- \* Layoff - involuntary employment termination initiated by the organization for non-disciplinary reasons
- \* Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization

## Resignation and Retirement

If an employee decides to leave their employment with the Coalition, it is requested that they provide their supervisor with at least two weeks advance notice. Should the employee be a key staff person, it is requested that they give a minimum of 20 business days' notice when leaving the Coalition. The C.E.O. will be allowed the option of working out a transition plan with the departing key staff person that may or may not include compensation for work beyond the final date of employment. If the key staff person works additional time past the final date of employment, the employee can receive compensation as an independent contractor while working with their replacement to adequately transition the job duties. The thoughtfulness is appreciated and will be noted favorably should the employee ever wish to reapply for employment with the Coalition.

## Layoffs and Severance Benefits

Regular full- and part-time employees who have worked at least one consecutive twelve-month period and whose positions are eliminated by a workforce reduction may receive a severance allowance. ~~Generally, severance pay is equal to one (1) week of pay for every year of employment, to a maximum of twelve (12) weeks' pay. The C.E.O., with approval of a board workgroup, at the time of a workforce reduction will set the agency's exact severance payments. Severance payments based on available funding.~~

In the case of a FORCED MERGER, all staff, TO INCLUDE THE CEO, will be paid 12 months in severance pay as well as 12 months of all health benefits paid.

## Exit Interviews

The Coalition will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, repayment of outstanding debts to the Coalition or return of the Coalition's property. Suggestions, complaints, and questions can also be voiced.

## Employment at Will

Since employment with the Coalition is based on mutual consent, both the employee and the Coalition

have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

**Change of Address**

Employees should notify the Coalition if their address should change during the calendar year in which termination occurs so that their tax information will be sent to the proper address.

## **VI. New/Unfinished Business**

**E. Approval of the Member Appointed by  
Executive Director of NEFEC for the mandated  
position of Programs for Children with  
Disabilities under the Federal Individuals with  
Disabilities Act: Marsha Hill\***

**\* ACTION ITEM**

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of the Member Appointed by Executive Director of NEFEC for the mandated position of Programs for Children with Disabilities under the Federal Individuals with Disabilities Act: Marsha Hill
<b>Reason for Recommended Action</b>	<p>Marsha Hill is the Director of Instructional Services at NEFEC. Mrs. Hill oversees programs PreK-12 and has experience working with early childhood programs such as Reading First, Early Reading First and the Florida Diagnostic and Learning Resource System. In addition, she has 20 years of experience in working with school districts in northeast Florida to implement programs for all students.</p> <p>Marsha's ELCNF term would extend from March 2018 – March 2022.</p> <p><b><u>If this is not done, the following would occur:</u></b></p> <ul style="list-style-type: none"><li>• The Coalition would continue to be out of compliance by not having a mandated seat filled.</li></ul>
<b>How the Action will be accomplished</b>	Board approval; then OEL will be notified via Plan Amendment/Board Roster submission.



Early Learning Coalition of North Florida, Inc.  
2450 Old Moultrie Road, Ste. 103, St. Augustine, FL 32086  
PH: (904) 342-2267  
FX: (904) 342-2268  
[www.elcnorthflorida.org](http://www.elcnorthflorida.org)

## BOARD MEMBERSHIP APPLICATION

NAME: Marsha Hill  
(Please Print)

ADDRESS: [REDACTED]  
Street City State Zip 32177

MAILING ADDRESS: same  
City State Zip

PHONE: [REDACTED] FAX: \_\_\_\_\_

CELL PHONE: [REDACTED]

EMAIL: [REDACTED]

\*\*\*\*\*

EMPLOYER: North East Florida Educational Consortium

ADDRESS: 3841 Reid St., Palatka, FL 32177  
Street City State Zip

MAILING ADDRESS: same  
City State Zip

PHONE: 386-329-3800 FAX: \_\_\_\_\_

\*\*\*\*\*

*Please indicate where you would prefer Board information to be sent:*

*Employer Address* ☒ *OR* *Personal Address* ☐

COMMENTS: \_\_\_\_\_



1. Tell us why you would like to serve on the Coalition.

I feel my knowledge of school districts in northeast Florida and my experience in implementing early childhood programs will be an asset to the Coalition.

2. What concerns do you have relating to early care and education?

Equity of services across all counties.

3. What strengths will you bring to the Coalition?

Knowledge of the communities and schools in northeast Florida; the ability to make connections across programs + services to ensure a systematic approach.

4. Do you or anyone in your immediate family derive an income from a childcare or pre-school program?

No.

5. Do you serve on any other boards? If so, please list.

Florida Organization of Instructional Leaders.



# NEFEC

nefec.org

• • •

## BOARD OF DIRECTORS:

Sherrie Raulerson  
*Baker*

Stacey S. Creighton  
*Bradford*

Alex L. Carswell, Jr.  
*Columbia*

Mike Thomas  
*Dixie*

James Tager  
*Flagler*

Dr. Jeanne Prickett  
*FSDB*

Robert G. Rankin  
*Gilchrist*

Rex L. Mitchell  
*Hamilton*

Robert Edwards  
*Lafayette*

Jeff Edison  
*Levy*

Dr. Kathy K. Burns  
*Nassau*

Dr. Lynda Fender Hayes  
*P.K. Yonge*

Dr. Richard M. Surrency, Sr.  
*Putnam*

Ted L. Roush  
*Suwannee*

Carlton Faulk  
*Union*

Dr. Patrick J. Wnek  
*Executive Director*

## NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM

3841 Reid Street • Palatka, Florida 32177 • Phone: (386) 329-3800 • Fax: (386) 329-2547

November 6, 2017

Dawn Bell  
Early Learning Coalition of North Florida  
2450 Old Moultrie Road, Suite 103  
St. Augustine, FL 3286

Dear Ms. Bell:

I'd like to recommend Marsha Hill to serve on the Board for the Early Learning Coalition of North Florida. As Director of Instructional Services at NEFEC, Mrs. Hill oversees programs PreK-12 and has experience working with early childhood programs such as Reading First, Early Reading First, and the Florida Diagnostic and Learning Resource System. In addition, she has 20 years of experience in working with school districts in northeast Florida to implement programs for all students. I am confident that Mrs. Hill will be an asset to your Board.

Please let me know if you have any questions.

Sincerely,

Dr. Patrick Wnek  
Executive Director  
NEFEC

SERVICE • VISION • DEDICATION • EXCELLENCE • PROFESSIONALISM

An Equal Opportunity Employer

## **VI. New/Unfinished Business**

### **F. Approval of the County Health Department Director or Designee, Mary Garcia\***

**\* ACTION ITEM**

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of the County Health Department Director or Designee, Mary Garcia.
<b>Reason for Recommended Action</b>	<p>Mary Garcia has been the Administrator of the Department of Health in Putnam County since 2013. Ms. Garcia began her public health career as the director for Finance and Accounting at DOH St. Johns in 2007. She is an active member of National Association of County and City Health Officials (NACCHO) and helped in the development of the <u>Management Essential Series</u> for health officers. A native of Florida and Putnam County, Ms. Garcia is involved in the community by volunteering for both the Putnam and South Putnam Christian Service Centers, the Putnam Homeless Coalition, St. Vincent de Paul Society, the Create Art League and Keep Putnam Beautiful.</p> <p>Mary's ELCNF term would extend from December 2017-December 2021.</p> <p><b><u>If this is not done, the following would occur:</u></b></p> <ul style="list-style-type: none"><li>• The Coalition would continue to be out of compliance by not having a mandated seat filled.</li></ul>
<b>How the Action will be accomplished</b>	Board approval; then OEL will be notified via Plan Amendment/Board Roster submission.



Early Learning Coalition of North Florida, Inc.  
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FX: (904) 342-2268  
[www.elcnorthflorida.org](http://www.elcnorthflorida.org)

## BOARD MEMBERSHIP APPLICATION

NAME: Mary L. Garcia  
(Please Print)

ADDRESS: [REDACTED]  
Street City State Zip

MAILING ADDRESS: same  
City State Zip

PHONE: [REDACTED] FAX: 386-326-3350

CELL PHONE: [REDACTED]

EMAIL: MARY.GARCIA2@FLHEALTH.GOV

\*\*\*\*\*

EMPLOYER: Florida Dept of Health in Putnam Co.

ADDRESS: same  
Street City State Zip

MAILING ADDRESS: same  
City State Zip

PHONE: same FAX: same

\*\*\*\*\*

Please indicate where you would prefer Board information to be sent:

Employer Address ☒ OR Personal Address ☐

COMMENTS: \_\_\_\_\_

1. Tell us why you would like to serve on the Coalition.

The Florida Dept of Health has been a partner w/ the ELC. A Health Officer of design serves on a rotation basis.

2. What concerns do you have relating to early care and education?

We work w/ our ELC on Nutrition Education in program as well as physical activity

3. What strengths will you bring to the Coalition?

We have an excellent WIC program and Breastfeeding counselors to assist young mothers up to children age 5.

4. Do you or anyone in your immediate family derive an income from a childcare or pre-school program?

NO

5. Do you serve on any other boards? If so, please list.

yes (see attached Bio)

FOR PROVIDERS ONLY:

1. Name of the Provider you represent: NA

2. Position: \_\_\_\_\_

3. Please describe your center and the services provided to Baker, Bradford, Clay, Nassau, Putnam and/or St. Johns Counties.

4. Does your center have a religious affiliation (faith-based provider)?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

5. From what source do the majority of your funds come?

\_\_\_\_\_ Private

\_\_\_\_\_ Subsidies

\_\_\_\_\_ Parent fees

\_\_\_\_\_ Other

## **VI. New/Unfinished Business**

### **G. Review of Board Membership**

## **INFORMATIONAL**



**BOARD MEMBERSHIP SUMMARY**  
As of October 24, 2017

Position	Name	Term Start Date	Term End Date
<b>BAKER</b>			
<b>Total Private Sector</b>	<b>0</b>		
<b>BRADFORD</b>			
<b>Total Private Sector</b>	<b>0</b>		
<b>CLAY</b>			
Governor Appointee <b>Private</b> Sector	Ron Coleman	November 22, 2013	April 30, 2016
Governor Appointee <b>Private</b> Sector	*Brian H. Graham, <i>Vice Chair</i>	May 14, 2015	April 30, 2019
<b>Private</b> Sector	*Vina Delcomyn	July 2011	July 2019
<b>Total Private Sector</b>	<b>3</b>		
<b>NASSAU</b>			
District Superintendent of Schools or Designee	Kristi Simpkins	December 2013	December 2017
<b>Total Private Sector</b>	<b>0</b>		
<b>PUTNAM</b>			
Representative of Programs for Children with Disabilities under the Federal Individuals with Disabilities Education Act	Amy Lane	December 2013	December 2017
County Health Department Director or Designee	Mary Garcia	December 2017	December 2021
<b>ST. JOHNS</b>			
Member Appointed by Bd. of County Commissioners or the Governing Board of a Municipality	Jeb Smith	June 2017	June 2021
Head Start Director	Brian McElhone	July 2017	July 2021
Governor Appointee <b>Private</b> Sector CHAIR	Nancy Pearson, <i>Chair</i>	November 22, 2013	April 30, 2017
<b>Private</b> Sector	*Adam Deputy	December 2014	December 2018
<b>Private</b> Sector			
<b>Total Private Sector</b>	<b>2</b>		
<b>MULTI COUNTIES</b>			
DCF Regional Administrator or Designee	Mala Ramoutar	November 2014	November 2018
Regional Workforce Board Executive Director or Designee	Renee Williams, <i>Treasurer</i> (Baker, Clay, Nassau, Putnam, St. Johns)	September 2014	September 2018
President of a Florida College System or Designee	Dr. Myrna Allen (Clay, Putnam, St. Johns)	September 2014	September 2018

Representative of Private For-Profit Child Care Providers	Angelia Hough (Putnam, St. Johns)	June 15, 2016	June 15, 2020
Representative of Faith Based Child Care Providers	Theresa Little (Putnam, St. Johns)	December 7, 2016	December 7, 2020
Central Agency Administrator	Teresa Matheny (All Counties)	September 21, 2016	NA
<b>Private Sector</b>			
<b>Private Sector</b>	Joy Stanton (St. Johns)	March 16, 2016	March 16, 2020
<b>Total Private Sector</b>	<b>1</b>		
<b>Combined Total Private Sector</b> ( <i>Must comprise MORE THAN 1/3 of total Board Membership</i> ):	<b>6</b>		
<b>TOTAL MEMBERSHIP</b>	<b>17</b>		

\* *Second 4 year term*

- **Ron Coleman-** Governor appointee for the private sector has filed paperwork with the Governor's office for approval of a second term. I received word that Ron is approved, just waiting on documentation.
- **Nancy Pearson-** Governor appointee for the private sector has filed her paperwork with the Governor's office for approval of a second term. Nancy's current term is over April 2017. I received word that Nancy is approved, just waiting on documentation.
- **Mary Garcia-** Voted in December 2017 to December 2021 as County Health Department Director or Designee.
- **Kristi Simpkins-** Term date is December 2017 and she has served one term, and could be asked to serve another term if she and the board are both interested. (District superintendent of schools or designee)
- **Amy Lane-** Term date is December 2017 and Marsha Hill will be coming onboard after the December board meeting beginning March of 2018. (Representative of Programs for Children with Disabilities under the Federal Individuals with Disabilities Education Act)
- **Mandatory Seats:** All mandatory seats have been filled.
- **Combined Total Private Sector** (*Must be comprised of MORE THAN 1/3 of total Board Membership*):  $1/3$  of 17 = 35%. We currently have 6 private sector members.
- **Total Membership:** 15 to 30 members. We currently have 17 board members.

## **VII. BOARD ABSENTEEISM LOG**

### **INFORMATIONAL**

BOARD  
MEMBER ABSENTEEISM LOG

**By-Laws**

3.2.7. Unexcused absences from two (2) consecutive meetings within a twelve month period by a

representative or appointed member is equivalent to 3.2.8. Mandated members with three (3) consecutive unexcused absences from meetings or six (6)

unexcused absences from meetings within a twelve month period without due cause may be notified by the

**X = Attended**

	MEMBER NAME	No Meeting Oct-16	No Meeting Nov-17	12/7/2016	No Meeting Jan-17	No Meeting Feb-17	3/22/2017	No Meeting Apr-17	No Meeting May-17	6/21/2017	No Meeting Jul-17	No Meeting Aug-17	9/20/2017
1	Allen, M.			X			EXCUSED			EXCUSED			X
2	Coleman, R.			EXCUSED			X			X			EXCUSED
3	Delcomyn, V.			X			X			EXCUSED			X
4	Deputy, A.			EXCUSED			EXCUSED			X			X
5	Graham, B.			X			X			X			X
6	Hough, A.			EXCUSED			x			EXCUSED			EXCUSED
7	Holanchock, M.			X			X			No longer a member			
8	Kent, C.			EXCUSED			EXCUSED			EXCUSED			EXCUSED
9	Lane, A.			EXCUSED			EXCUSED			X			EXCUSED
10	Pearson, N.			EXCUSED			X			EXCUSED			EXCUSED
11	Ramoutar, M.			X			X			X			X
12	Simpkins, K.			X			X			X			EXCUSED
13	Sirgusa, M.			EXCUSED			X			X			No longer a member
14	Matheny, T			X			X			X			X
15	Williams, R.			X			X			X			X
16	Johns, J.			EXCUSED			EXCUSED			No longer a member			
17	Stanton, J.			X			X			X			X
18	Little, T.		Not a Member yet	X			X			X			X
19	Smith, J.								Not a Member yet	X			EXCUSED
20	McElhone, B.								Not a Member yet	X			X

## **VIII. Board Comment**

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## **IX. Next Meetings**

- Wednesday, February 7, 2018, 10:30 a.m. –  
Exec/Admin Committee Conference Call  
Meeting
  - Wednesday, March 21, 2018, 10:30 a.m.  
Board Meeting at  
World Golf Village
- 

## **X. Adjournment\***

**\*ACTION ITEM**