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EXEC/ADMIN COMMITTEE MEETING

February 7, 2018; 10:30 a.m.

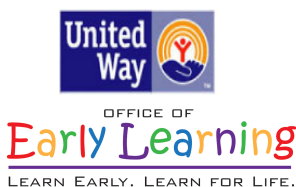
Conference Call

Dial 1-888-296-6500 and enter Guest Code 966582

****Action Item***

TENTATIVE AGENDA

- I. Call to Order/Roll Call
- II. Public Comment
- III. Review of Credit Card Statements
- IV. Approval of November 1, 2017 Exec/Admin Committee Meeting Minutes*
- V. Review of Finance Manager Report, December 2017-Informational
- VI. Approval of Accounting and Financial Policies and Procedures Revisions*
- VII. Approval of Revisions to the Coalition's Contract Management and Monitoring Policies and Procedures
- VIII. Approval of Revisions to the Coalition's Personnel Policies and Procedures Manual*
- IX. Review of Board Membership- Informational
- X. Committee Absenteeism Log – Informational
- XI. Committee Comment
- XII. Next Meeting – May 2, 2018 10:30am- Conference Call (Board meeting March 21st 10:30 am)
- XIII. Adjournment*



A United Way Agency Funded by the State of Florida
Early Learning Coalition of North Florida, Inc.
Exec/Admin Committee Meeting
February 7, 2018

I. Call to Order/Roll Call

II. Public Comment

III. Review of Credit Card Statements

- Statements are provided to **Board/Committee Members ONLY** for review and have been emailed at the time meeting packets were emailed.

**IV. Approval of November 1, 2017 Exec/Admin
Committee Meeting Minutes***

****ACTION ITEM***

Early Learning Coalition of North Florida, Inc.

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

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.

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

- 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 09/15/17-07/31/18 (#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.

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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.

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 Polices 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.

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November 1, 2017**

APPROVAL OF DISTRICT SUPERINTENDENT OF SCHOOLS OR DESIGNEE, KRISTI SIMPKINS, 2ND 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, 2nd term (December 2017-December 2021). J. Stanton seconded the motion. No discussion- motion passed unanimously.

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.

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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.

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

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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.

DRAFT

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

V. Review of Finance Manager Report
December, 2017

Informational

February 7, 2018
Executive Administrative Committee Meeting
Early Learning Coalition of North Florida, Inc.

FINANCE MANAGERS REPORT

Fiscal Year 2017-2018

December 2017 Financial Information

Financial Statements

The 2nd quarter monitoring of ECS will begin Monday, January 29th. Moss Krusick has sent the ending trial balance for me to input in MIP which enables me to reconcile bank statements and catch any missing transactions. Moss Krusick will also present our year-end audit at the March 13th Board Meeting. Due to the ongoing conversion to the MIP accounting software, I am not able to run financial statements at this time but I am able to offer the following information.

School Readiness Grant Requirements and other significant data:

| Targets and Restrictions | | |
|--|----|------------|
| Direct Services Minimum: 78% | | 82.2% |
| Admin Maximum: 5% | | 4.1% |
| Admin/PSS/Quality Maximum: 22% | | 17.8% |
| Quality Minimum: 4% | | 8.0% |
| CCEP Admin Maximum: 5% | | 0.0% |
| CCEP Match: \$12,266 | \$ | 12,474.05 |
| CCEP Direct Services Minimum: 81% | | 100.0% |
| Working Poor Eligible Match: \$245,841 | \$ | 135,923.79 |
| Infant & Toddler Minimum: \$195,421 | \$ | 82,361.39 |

- Average children served per month through December 2017 is 3,757.

Total Grant Expenditure on Direct Services (slots, without advance) - \$ 6,155,432.

Total Grant Expenditure for Administration & Indirect Services - \$ 1,358,007.

Percentage of Grant year: 50%

Percentage of Grant expended for the year: 52%

Voluntary Pre-K Grant Requirements and other significant data:

Administrative Monitoring and Eligibility Costs must be below 4% of the grant expenditure

- Costs are currently 3.9%

Total Grant Expenditure on Direct Services - \$ 6,091,167.

Total Grant Expenditure on Administration & Indirect Services-\$ 236,236.

Percentage of Grant year: 50%

Percentage of Grant expended for the year (without advance): 46%

Average Children Served per Month through December 2017 is 3,775. (July only served 114)

Summary

SR - School Readiness

- The coalition is .90% below the maximum threshold for administrative services.
- The coalition is 4.2% above the minimum threshold for direct services.

VPK - Coalition Pre-K:

- The coalition is .1% below the maximum threshold for administrative services.

**VI. Approval of Accounting and Financial
Policies and Procedures Revisions***

***ACTION ITEM**

ACTION ITEM SUMMARY

| | |
|--|--|
| DESCRIPTION | Accounting and Financial Policies and Procedures Revisions |
| Reason for Recommended Action | <p><u>Revisions:</u></p> <p>The following revisions were from the staff annual review of policies:</p> <p>F107 – <u>Security</u>, in the last section “General Office Security”, added that a security code (along with a key) is required for access to the offices of the Coalition after hours.</p> <p>F206 – <u>Cash Receipts and Segregation of Duties</u>, in the “Checks” section, made corrections where “cash” was referenced instead of “checks” and corrected the process from electronic deposits to in-person deposits.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not have the most accurate and updated Policies and Procedures. |
| How the Action will be accomplished | Approval of Accounting and Financial Policies and Procedures revisions |

F107 SECURITY

Effective Date: 08/28/07

Revision Date: 03/19/08, 10/01/08, 02/07/18

Accounting Department

A lock will be maintained on the door leading into the Coalition accounting department. This door shall be closed and locked in the evenings and whenever the accounting department is vacant. The key to this lock will be provided to Finance Manager, and the Office Manager, and other personnel as approved by the C.E.O. The lock will be changed whenever any of these individuals leaves the employment of Coalition.

The Coalition's blank check stock shall be stored in a file cabinet in the accounting department. This cabinet will be locked with a key that is kept in the accounting department. The key to this filing cabinet will be stored in the petty cash lock box. This is kept in the accounting department office. The Finance Manager and Office Manager have a key to the fireproof lock box.

Petty cash is stored in fireproof lock box. The Office Manager and the Finance Manager will be the only employees with keys to the petty cash lock box.

Access to Electronically Stored Accounting Data

The Coalition utilizes passwords to restrict access to accounting software and data. Only duly authorized accounting personnel with data input responsibilities will be assigned passwords that allow access to the system.

Accounting personnel are expected to keep their passwords secret and should change their passwords on a regular basis. The Coalition's system will automatically prompt all employees, with access, to change their password every 60 days, with an eight digit alpha-numeric combination criteria. The Coalition's IT vendor stores all records of passwords and the C.E.O. has full access to all personnel's computer records. The Office Manager handles the on-site recording of passwords for computers. They are in a file cabinet that is locked.

Each password enables a user to gain access to only those software and data files necessary for each employee's required duties.

See the Coalition's Information Technology Systems and Security Policy, for entire IT policies and procedures.

Storage of Back-Up Files

The Coalition maintains back-up copies of the accounting records through the use of a network server data back-up service, provided by the Coalition's IT vendor, from an off-site location. The vendor is required to sign the Coalition's confidentiality agreement before services are provided, and the back-ups are performed daily. Access to back-up files shall be limited to individuals in the accounting department. Multiple copies of backup media are recommended so as to not overwrite the most recent backup.

The Coalition's IT vendor performs a regularly scheduled tests of its capability to restore from backup media.

See the Coalition's Information Technology Systems and Security Policy, for entire IT policies and procedures.

Storage of Sensitive Data

In addition to accounting and financial data stored in the Accounting Department, other sensitive data, such as social security numbers of employees or clients, etc. may be stored in areas other than the Accounting Department, such as in [program, Human Resources offices, etc.]. Therefore, the Coalition:

1. Minimizes the storage of sensitive data outside the Accounting Department by shredding documents with such data or deleting the sensitive data from documents that are stored outside the Accounting Department whenever possible; and
2. Requires that all sensitive data that is stored in areas other than the Accounting Department will be secured in locked filing cabinets.

Further, the Coalition restricts access to sensitive data to the Coalition employees only, and only to employees with a legitimate need for such access.

Destruction of Consumer Information

The Coalition follows the Fair and Accurate Credit Transaction Act of 2003 (FACTA) which came into effect June 1, 2005. It requires the proper disposal of consumer information possessed by any person, other than an individual who possesses his/her own consumer information.

As stated earlier, all sensitive data must be securely stored and shredded when no longer needed. The Coalition will also shred all consumer information obtained by the Coalition for any reason. Shredding will be performed on a schedule determined by the Coalition and the schedule shall be made a part of the Record Retention policy (see the "Fiscal Management" policies section of this manual).

General Office Security

During normal business hours, all visitors are required to check in. After hours, a key and security code is required for access to the offices of the Coalition. Keys are issued only to employees of the Coalition.

F206 CASH RECEIPTS AND SEGREGATION OF DUTIES

Effective Date: 08/28/07

Revision Date: 03/19/08, 09/16/09, 04/06/11, 05/18/11, 12/07/11, 11/04/15, 02/07/18

Overview

Cash (including checks payable to the Coalition) is the most liquid asset in the custody of the Coalition. Therefore, it is the objective of the Coalition to establish and follow the strongest possible internal controls in this area.

Segregation of Duties

The Coalition understands the need for segregation of cash-handling duties and strives to maximize the segregation of those duties within the limitations imposed by staff size.

Processing of Checks and Cash Received in the Mail

The following procedures will be followed:

Cash

- Cash receipts are received in a central location, rather than at remote sites, to ensure that cash received is appropriately directed, recorded, and deposited on a timely basis.
- Mail is opened and logged, by the Office Manager, or designee, in a central location.
- The cash is given to the Finance Manager, or designee, to prepare the deposit (deposit slip).
- As staffing levels allow, the individual logging the cash received shall be someone that is not involved in the accounts receivable or accounts payable process.
- Deposit slip and cash received are then returned to the Office Manager, or designee, to make the bank deposit.
- The deposit is taken to the bank by the Office Manager, or designee, who brings the deposit slip back to the Finance Manager to record in the accounting software.

Checks

- Cash Checks receipts are received in a central location, rather than at remote sites, to ensure that cash checks received is are appropriately directed, recorded, and deposited on a timely basis.
- Mail is opened, date stamped, and logged by the Office Manager, or designee, in a central location.
- The checks are given to the Finance Manager, or designee, to make the deposit electronically prepare the deposit (deposit slip).
- As staffing levels allow, the individual preparing the checks received shall be someone that is not involved in the accounts receivable or accounts payable processes.
- Transaction report, deposit slip and copy of checks electronically deposited (if applicable) are then printed and saved as back-up for the monthly bank reconciliation.

- The deposit is taken to the bank by the Office Manager, or designee, who brings the deposit slip back to the Finance Manager to record in the accounting software.

Endorsement of Checks

All checks received that are payable to the Coalition shall immediately be restrictively endorsed by the Finance Manager. The restrictive endorsement shall be a rubber stamp that includes the following information:

1. For Deposit Only
2. The Coalition name
3. The bank name
4. The bank account number of Coalition

Processing of Online Donations (Received via PayPal)

- PayPal is used for online donations to ensure that donor account information remains private and unshared.
- The Office Manager and the Finance Manager are alerted by email when a PayPal donation is deposited to the ELC account.
- PayPal email is opened, date-stamped and logged in by the Office Manager, or designee, in a central location to ensure that donation received is appropriately directed, recorded, and deposited in a timely basis.
- The printed email is given to the Finance Manager, or designee, to transfer the donations from the PayPal account to the bank account.
- PayPal donations are transferred to the banking account by the Finance Manager on a monthly basis, unless the donation is for a specific event, in which case donations will be transferred post-event.
- PayPal transfer confirmation are then printed and saved with the original PayPal email notification as back-up documentation.

Timeliness of Bank Deposits

Bank deposits will be made on a daily basis, unless the total amount received for deposit is less than \$500. Deposits shall be kept in the Coalition lockbox or in a locking file cabinet until the deposit is taken to the bank. In no event shall deposits be made less frequently than weekly.

Reconciliation of Deposits

On a monthly basis:

1. The Finance Manager (who does not prepare the copies of cash/checks received) shall perform a reconciliation of the cash/checks received to the bank deposits, while reconciling the monthly bank statement.
2. The C.E.O. performs a “deposits” reconciliation by comparing the copies of cash/checks received to the bank statement, when conducting a review of the monthly bank reconciliation.

3. Any discrepancies from either review shall be immediately investigated.
4. The C.E.O. signs the bank statement upon completion of the review.

**VII. Approval of Revisions to the Coalition's
Contract Management and Monitoring Policies
and Procedures***

***ACTION ITEM**

ACTION ITEM SUMMARY

| | |
|--|---|
| DESCRIPTION | Revisions to the Coalition’s Contract Management and Monitoring Policies and Procedures |
| Reason for Recommended Action | <p><u>Revisions:</u></p> <p>CM302 – <u>Contract Requirements</u>,</p> <ul style="list-style-type: none"> • Under “Contract Provisions” section replaced Audit Requirements with the 17/18 OEL Grant Agreement updates for this section. • Under “Certifications and Assurances” section replaced “II. Federal or state-required assurances – applicable to OEL SUBRECIPIENTS” listing with the 17/18 OEL Grant Agreement updates for this section. <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not have the most accurate and updated Policies and Procedures (and School Readiness Plan attachment(s) that include policy #CM302). |
| How the Action will be accomplished | Approval of the revisions listed above and OEL SR Plan Amendment Submittal/Approval |

CM302 Contract Requirements

Effective Date: 04/08/15

Revision Date: 03/16/16, 12/07/16, 02/07/18

Contract Overview

A clear and complete contract is a critical component of this process. The quality of the contract can determine whether the contract will be successful. Additionally, issuing a comprehensive contract is necessary because the quality of the contract will have a direct effect on the payment process, the monitoring process, and the overall success of the project.

Contracts should CONTAIN:

- A specific and clearly defined scope of work
- Specific deliverables (quantifiable, measurable and directly related to the scope of work)
- Sub-contracting/sub-granting terms, if applicable
 - The contractor should be required to use a competitive procurement method or provide a detailed cost analysis for services obtained from subcontractors.
 - If the contract is a cost reimbursement contract, any subcontractor should also be a cost reimbursement contract.
- All terms and conditions necessary to govern the relationship between the contractor and the subcontractor.
- Payment terms (e.g., frequency of payments, method of payment and required documentation)
- Specific steps for pro-rating invoice amounts if minimum performance standards are not met. Remember, cost reimbursement and fixed price agreements should include minimum performance standards that ensure an adequate level of services are provided.
- Contracts with subcontractors must contain standard audit language regarding federal and state financial assistance.
- The timing, nature and substance of all reports the contractor/subcontractor is required to prepare
- A provision for the disposition of property purchased with coalition funds. If the contractor is for contractual services and the property is defined as “property” in Coalition policy #F402, it should be returned to the coalition upon contract termination. Disposition of non-expendable property acquired with state or federal financial assistance must be disposed of in accordance with applicable rules and regulations.
- Specific sanctions for noncompliance/nonperformance of required services
- All required/applicable contract provisions/disclosures in writing. [2 CFR Part 200.326]

Contracts should REQUIRE:

- The contractor and subcontractors maintain both cost and programmatic records for five years and allow the coalition access to the records.
- The contractor/subcontractor to have an adequate cost accounting system or require the contractor/subcontractor to maintain a separate bank account.
- A financial status report (summary of activity and costs) submitted prior to the final payment.
- Return of all unused funds
- All costs to be reasonable, allowable, allocable and documented, and require repayment for all disallowed costs
- Bonding for construction-related contracts. (if allowable). [2 CFR Part 200.325]

Price Cost Analysis

Depending on the procurement method and type of contract to be entered into, a price and/or cost analysis should be completed. The price and/or cost analysis must be completed before receiving bids or responses to proposals. Section 216.3475 Florida Statutes requires that a person or entity that is awarded funding on a non-competitive basis may not be paid more than the competitive market rate.

| | Definition | Objective | Actions |
|-----------------------|---|--|--|
| Price Analysis | The process of examining and evaluating proposed price without evaluating its separate cost elements. | Verify that overall price is fair and reasonable. | *Compare current proposed prices *Compare current price to previous price |
| | | | |
| Cost Analysis | The process of reviewing and evaluating separate cost elements. | Determine the allowability and reasonableness of proposed cost elements. | *Determine that proposed costs are allowable per federal and state laws, rules and regulations. *Evaluate necessity for and reasonableness of proposed costs. Give particular attention to fringe benefits, overhead and indirect cost rates, profit margin. *Compare to actual costs previously incurred for same services. |

NOTE:

- ❑ Competition (2 or more responses) usually establishes price reasonableness.
- ❑ Fixed price/fixed rate agreements with vendors, which have been competitively procured by

Contract Renewals and Extensions

Renewals

Pursuant to Section 287.057(13), F.S., coalitions may renew contracts for commodities or contractual services for the original term of the contract or for a period that may not exceed, whichever period is longer. The coalition must provide documentation justifying that the renewal is in the best interest of the state and keep such justification in the contract file. Renewals are contingent upon satisfactory performance evaluations by the coalition, are subject to availability of funds, and must be authorized by mutual agreement in writing. Contractors shall include the cost of any contemplated renewals in their responses, and the renewal, if any, is subject to the same terms and conditions set forth in the initial contract. Exceptional purchase contracts pursuant to Section 287.057, paragraphs (3)(a) (emergency

procurements) and (c) (single source procurements) may not be renewed.

Extensions

Pursuant to Section 287.057(12), F.S., coalitions may extend contracts for services for a period not to exceed 6 months. The extension is subject to the same terms and conditions set forth in the initial contract. A coalition may only extend a services contract once, unless events beyond the control of the contractor cause the contractor's failure to meet the criteria for contract completion.

Contract Provisions

The Coalition includes the following provisions, as applicable, in all contracts charged to Federal awards (including small purchases) with vendors and sub grants to grantees/contractors:

Federal Considerations [2 CFR Part 200.326; 2 CFR Part 200 Appendix II]

For transactions funded by federal programs, additional disclosures are required regardless of scoped/ services.

- a. Debarment and suspension provision(s).
- b. Equal Employment Opportunity provision.
- c. Other/additional terms may also apply based on scoped goods/services.

Audit Requirements

1. Audits

1.1. Federally-funded

This section is applicable if the Contractor is a state or local government or a non-profit organization as defined in 2 CFR §200 Subpart F.

1.1.1. In the event that the Contractor expends \$750,000 or more in federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §200 Subpart F and all applicable federal regulations. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DOE. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR §200.502.

1.1.2. In connection with the audit requirements, the recipient shall also fulfill the following instructions related to auditee responsibilities as provided in 2 CFR §§200.508 through 200.512.

- Financial statements and schedule of expenditures of federal awards (SEFA) discussed in sections 200.510(a) and (b).
- Summary schedule of prior audit findings as discussed in section 200.511(b).
- Obtain auditor report(s) discussed in section 200.515.
- Obtain auditor findings (if any) as discussed in section 200.516.
- Corrective action plan responses discussed in section 200.511 (c).
- Such audits shall cover the entire grantee organization for the organization's fiscal year.

- The SEFA shall identify expenditures by grant award/contract number for each grant award/contract with OEL in effect during the audit period unless otherwise disclosed as discussed in section 200.510(b)(2).
 - The financial statements shall disclose whether the grantee met the matching requirement for each applicable contract/grant.
 - The grantee shall fully disclose in the audit report all questioned costs and liabilities due to OEL with reference to OEL grant award(s)/agreement(s)/contract(s) involved.
 - The audit procedures and the 2 CFR §200 Subpart F audit reports must include OEL's annual financial monitoring report results.
- 1.1.3. If the Contractor expends less than \$750,000 in federal awards in its fiscal year, OEL does not require an audit conducted in accordance with the provisions of 2 CFR §200 Subpart F. If the Contractor expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR §200 Subpart F, then the cost of the audit must be paid from non-federal resources (i.e., the Contractor must pay the audit costs from resources obtained from non-federal and non-state entities).
- 1.1.4. Although the audit provisions of 2 CFR §200 Subpart F ordinarily do not apply to for-profit subcontractors/sub-grantees, in the case of federal funding from the USDHHS, 2 CFR §200 Subpart F does apply to commercial for-profit material service organizations, administrative entities, central agencies and other similar organizations. See 45 CFR Part 75.501 for further details.
5. Find links to several Federal Single Audit Act resources at the following website: [Federal Single Audit Act Resources](#).

2. State-funded

1. This part is applicable if the Contractor is a non-state entity as the Florida Single Audit Act (s. 215.97(2), F.S.) defines.
2. In the event the Contractor expends \$500,000 or more of state financial assistance in any fiscal year, the Contractor must have a state single or project-specific audit conducted in compliance with s. 215.97, F.S.; applicable rules of DFS and chapter(s) 10.550 (Local Governmental Entities) or 10.650 (Nonprofit and For-Profit Organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DOE, other state agencies and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
3. In connection with the state-funded audit requirements above, the Contractor shall ensure the audit complies with the requirements outlined in s. 215.97(8), F.S. This includes submitting a financial reporting package as s. 215.97(2), F.S., and chapter(s) 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, require. Current Rules of the Auditor General require each Contractor to complete and submit the Financial Reporting Package Submittal Checklist as part of the annual financial reporting package. Please refer to the checklist shown as Exhibit IV of the OEL Grant Agreement.
4. If the Contractor expends less than \$500,000 in state financial assistance in its fiscal year, the provisions of s. 215.97(2), F.S., do not require an audit. If the Contractor elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from non-state resources (i.e., the Contractor must pay the audit costs from resources obtained from non-federal and non-state entities).

5. Pursuant to s. 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.
6. Find additional information regarding the Florida Single Audit Act at the [Florida DFS website State Single Audit resources](#).

2. Report submission

1. The Contractor shall submit copies of reporting packages (including proof for the receipt date by the Contractor, any management letter(s) issued by the auditor and corrective action plan responses prepared by the Contractor) for audits conducted in accordance with 2 CFR §200 Subpart F, and as Section 4.1 of the OEL Grant agreement requires, directly to each of the addresses indicated.

Note—For the addresses noted with an asterisk (*) below, copies of reporting packages shall include the internal control work papers from the auditor(s) performing their annual independent financial statement audit.

- Submit one paper copy and one electronic copy of the financial reporting package to the **Coalition's Finance Manager** and to OEL at the following address—

Inspector General*
Office of Early Learning
250 Marriott Drive
Tallahassee, FL 32399

- Submit one electronic copy of the financial reporting package to OEL at the SharePoint ELC site, FMSAS/Annual Audit Files.*
- The Federal Audit Clearinghouse (FAC), in 2 CFR §200 Subpart F, requires the auditee to electronically submit the data collection form described in §200.512(b) and the reporting package described in §200.512(c), to FAC at: [Federal Audit Clearinghouse's Internet Data Entry System](#).

2. The Contractor shall submit copies of financial reporting packages that Section 4.2 of the OEL Grant agreement requires (including proof for the receipt date by the Contractor, any management letter(s) issued by the auditor and corrective action plan responses prepared by the Contractor) directly to each of the following addresses.

Note—For the addresses noted with an asterisk (*) below, copies of reporting packages shall include the internal control work papers from the auditor(s) performing their annual independent financial statement audit.

- Submit one paper copy and one electronic copy of the financial reporting package to the **Coalition's Finance Manager** and to OEL at the following address—

Inspector General
Office of Early Learning
250 Marriott Drive
Tallahassee, FL 32399

- Submit one electronic copy of the financial reporting package to OEL at SharePoint ELC site, FMSAS/Annual Audit Files.*
- Submit one paper copy and one electronic copy of the financial reporting package to the Auditor General's Office at—

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450
Email— flaudgen_localgovt@aud.state.fl.us
Website— www.myflorida.com/audgen

- Any reports, management letters or other information required to be submitted to DOE pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200 Subpart F, Florida statutes, and chapter(s) 10.550 (local governmental entities) or 10.650 (non-profit and for profit organizations), Rules of the Auditor General, as applicable.
- The Contractor shall indicate in correspondence accompanying the reporting packages the date the auditors to the Contractor delivered the reporting package to the Contractor.
- All items Auditor General Rule 10.656(3) requires, as described on [the Auditor General's Financial Reporting Package Submittal Checklist](#) and the related [checklist instructions](#), must be included for a reporting package to be considered complete.

Audits

1. Federally-funded

This section is applicable if the Contractor is a state or local government or a non-profit organization as defined in 2 CFR §200. A web site that provides links to several Federal Single Audit Act resources can be found at: [Federal Single Audit Act Resources](#).

- 1.1. According to the Subpart F-Audits 45 CFR §75.501(a), non-federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part and other applicable federal regulations. Guidance on determining Federal awards expended is provided in 45 CFR Part 75.502 (2 CFR §200.502).
- 1.2. The Office's Notice of Award indicates Federal resources awarded through the Office/ELC by this agreement. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Office/ELC. In connection with the audit requirements, the recipient shall also fulfill the following instructions related to auditee responsibilities as provided in 45 CFR §§75.508 through 75.512 (also 2 CFR §§200.508 through 200.512), as well as the following additional state-level requirements. The financial statements shall disclose whether the grantee met the matching requirement for each applicable contract/grant in accordance with OEL Program Guidance 440.10 – Match Reporting.
 - 1.2.1. The Contractor shall fully disclose in the audit report all questioned costs and liabilities due to OEL/ELC with reference to the OEL/ELC grant award(s), agreement(s) or contract(s) involved.
 - 1.2.2. The audit procedures and Single Audit reports must include OEL's/ELC'S annual financial and programmatic monitoring report results, as applicable.
- 1.3. The Contractor is responsible for submitting the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt or nine months after the fiscal year's end of the audit period.
- 1.4. If the Contractor expends less than \$750,000 in federal awards in its fiscal year, a federal Single Audit is not required. If the Contractor still elects to have an audit conducted in accordance with the provisions of 2 CFR §200, then the cost of the audit must be paid from non-federal resources (i.e., the ELC must pay the audit costs from resources obtained from non-federal and non-state entities).

2. State-funded

This part is applicable if the Contractor is a non-state entity as defined by s. 215.97(2), F.S. – The Florida Single Audit Act. Additional information regarding the Florida Single Audit Act can be found at: [Florida Single Audit Act](#).

- 2.1. The Office's Notice of Award indicates State resources awarded through the Office/ELC by this agreement. In determining the State awards expended in its fiscal year, the Contractor shall consider all sources of State awards, including State resources received from the Office/ELC.

- 2.2. In the event the Contractor expends \$750,000 or more of state financial assistance in any fiscal year, the Contractor must have a state single or project-specific audit conducted accordance with the Florida Single Audit Act; Florida Single Audit Act; Chapter 69I-5, F.A.C.; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 2.3. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Office/ELC, other state agencies and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- 2.4. If the Contractor expends less than \$750,000 in state financial assistance in its fiscal year, a Florida Single Audit is not required. If the Contractor still elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from non-state resources (i.e., the Contractor must pay the audit costs from resources obtained from non-federal and non-state entities).
- 2.5. Pursuant to s. 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.
- 2.6. Find additional information regarding the Florida Single Audit Act at the Florida DFS website State Single Audit resources.

3. Special Audit Testing Requirements

- 3.1. It is essential that the audit firm test the Contractor 's monthly reconciliation of its financial records to the Single Statewide Information System (SSIS). The auditor must include a statement in the Schedule of Findings and Questioned Costs confirming the following: (a) that the Contractor staff performs this reconciliation monthly; (b) that the Contractor has processes in place to identify and correct errors noted during the monthly reconciliation process; and (c) the Contractor's financial records and the SSIS records were reconciled and in agreement as of the annual program year end (June 30th). Finally, a statement must be included to indicate the auditor's work papers include documentation to verify tests of these tasks were performed and such work papers are available for review by OEL/ELC staff upon request.
- 3.2. If such testing was not completed, or if these statements are missing from the annual audit report, the auditor's annual procedures will be considered incomplete/deficient and the Contractor will receive notice of such in the OIG's/ELC's annual Management Decision.
- 3.3. All funds administered by the Contractor must be included in the audit coverage. This includes funds that are provided to any auxiliary entity over which the Contractor exercises controlling influence, such as a foundation. For purposes of this Agreement, all foundations or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.
- 3.4. For any affiliated organization, at a minimum the audit report should disclose the entity's mission/purpose and summarized financial data including total assets, liabilities, net assets, revenues, expenditures, and the entity's relationship to the Contractor's activities. The auditor may need to provide other disclosures and presentations (such as consolidated financial statements) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities such as FASB Statement of Position (SOP) 94-3.

4. Report submission

- 4.1. Copies of reporting packages (including any management letter issued by the auditor and the Contractor's written corrective action plan response(s)) for federal Single Audits required by Sections C.1. and C.2. above shall be submitted as required by 2 CFR §200.512, by or on behalf of the Contractor directly to each of the addresses indicated.

- 4.2. Submit one electronic copy of the financial reporting package and files described above in Section B.3. to the **Coalition's Finance Manager** and the Office of Early Learning at the following address:
Office of Early Learning
Financial Management Systems Assurance Section (FMSAS)
Email – OEL.Questions@oel.myflorida.com
Website – OEL Share Point site:
[OEL Portal/Partners/Contractor site/FMSAS Document Exchange – Restricted/2017-18 FMSAS/Annual Audit Report Files](#)
- 4.3. Submit the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt or nine months after the fiscal year's end of the audit period.
- 4.4. Submit one paper copy by mail and one electronic copy of the financial reporting package to the **Coalition's Finance Manager** and the Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us
Website: www.myflorida.com/audgen
The Contractor shall indicate in correspondence accompanying the reporting packages the date of delivery from the auditors to the Contractor for the reporting package.
- 4.5. All items Auditor General Rule 10.656(3) requires, as described on the [Auditor General's Financial Reporting Package Submittal Checklist](#) and the related [checklist instructions](#) must be included for a reporting package to be considered complete.

Certifications and Assurances

The Coalition will not award a contract where the Contractor has failed to accept the certifications this section contains. In performing its responsibilities under the agreement, the Contractor will certify and assure that it will fully comply with all applicable following requirements.

I. Federal certifications – applicable to ALL ENTITIES

The following Certifications are herein by reference per 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

- [Filing and Payment of Taxes Certification.](#)
- [Lobbying Certification.](#)
- [Debarment Certification - Primary](#)
- [Debarment Certification - Lower Tier](#)
- [Drug-free Certification.](#)
- [Environmental Tobacco Smoke Certification](#)

II. Federal or state-required assurances – applicable to OEL SUBRECIPIENTS

- A. Assurances – Non-construction programs (OMB Standard Form SF 424 B)
- B. Assurances – construction programs (OMB Standard Form SF 424D), if applicable
- C. Assurances – The Transparency Act (as defined by 2 CFR Part 170)
- D. Other miscellaneous/general disclosures

- E. Assurance for proper expenditure reporting
- F. CCDF Salary Cap annual testing requirements
- G. Certification (ACORN) – prohibition for distribution of funds to the Association of Community Organization for Reform Now
- H. Certification regarding ELC status as a non-major corporation
- I. Certification of cost allocation plan or indirect cost rate proposal
- J. Certification regarding separation of VPK Education Program and SR Program funds (ss. 1002.71(1) and (7), F.S., 1002.89, F.S., and 45 CFR part 98.54)
- K. Certification regarding subrecipient monitoring
- L. Certification regarding immigration status
- M. Certification regarding standards of conduct
- N. Clean Air Act (42 USC 7401, et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- O. Conflicts of Interest
- P. Contract Work Hours and Safety Standards Act
- Q. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- R. Davis Bacon Act, as amended (40 USC 276a, et seq.)
- S. DUNS number – Data Universal Numbering System
- T. Equal Employment Opportunity (EEO)
- U. Procurement of recovered materials
- V. Procurements and other purchases
- W. Property
- X. Purchase of American-Made Equipment and Products
- Y. System for Award Management (SAM) Unique Entity Identifier Requirements
- Z. Trafficking Victims Protection Act of 2000

- A. Assurances – Non-Construction Programs
- B. Certification Regarding Convicted and Discriminatory Vendor List, Section 287.133 Florida Statutes
- C. Unauthorized Aliens; Employment Prohibited, Section 448.09, Florida Statutes
- D. Facility Accessibility Statement
- E. Separation of VPK and SR Program Funds, Section 1002.71(1) and (7) F.S., and 45 CFR Part 98.54
- F. Audit Requirements
- G. Certification Regarding Immigration Status
- H. Certification Regarding Standards of Conduct
- I. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organizations for Reform Now (ACORN)
- J. The Transparency Act -
- K. Scrutinized Companies Lists Provisions and Certification (s. 287.135, F.S.)
- L. Certification Regarding Subrecipient Monitoring
- M. Assurance for Proper Expenditure Reporting
- N. CCDF Salary Cap Annual Testing Requirements
- O. Certification regarding non-profit organization status as a non-major corporation
- P. Certification of cost allocation plan or indirect cost rate proposal
- Q. Procurement of Recovered Materials
- R. Assurances - Construction Programs, if applicable
- S. Other Miscellaneous/General Disclosures
- T. Conflicts of Interest

- U. Procurements and other Purchases
- V. Property
- W. Purchase of American-Made Equipment and Products
- X. Reporting of matters related to recipient integrity and performance

III. Any other applicable Certification and/or Assurance not listed above (as listed and/or updated in the most current OEL Grant Agreement - which is incorporated into each subrecipient contract).

Other Required Clauses

Remedies: All contracts with an amount expected to exceed \$35,000 (per Florida Statute 287.058 (1)(h)) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

Termination: All contracts with an amount expected to exceed \$10,000 [per 45 CFR Part 92.36(i)(2) and 2 CFR Chapter II, Part 200.B effective December 2014] shall contain suitable provisions for termination for cause and for convenience by the recipient and subrecipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

Right to Audit: The Coalition requires a “Right to Audit” clause in all contracts between the Coalitions and vendors that either; (1) take any form of temporary possession of assets directed for the Coalition, or (2) process data that will be used in any financial function of the Coalition.

This Right to Audit clause shall permit access to and review of all documentation and processes relating to the vendor’s operations that apply to the Coalition, as well as all documents maintained or processed on behalf of the Coalition, for a period of three years. The clause shall state that such audit procedures may be performed by the Coalition employees or an outside auditor or contractor designated by the Coalition.

**VIII. Approval of Revisions to the Coalition's
Personnel Policies and Procedures Manual***

***ACTION ITEM**

February 7, 2018
Executive Administrative Committee Meeting
Early Learning Coalition of North Florida, Inc.

ACTION ITEM SUMMARY

| | |
|--|---|
| DESCRIPTION | Revisions to the Coalition’s Personnel Policies and Procedures Manual |
| Reason for Recommended Action | <p><u>Revisions:</u></p> <p>HR204 - <u>Employment Reference/Criminal History Checks</u>, revised two sections under “Criminal Background Screening Procedure to match language in the 2017/2018 OEL grant agreement regarding re-screening deadline and if an employee, volunteer or contract staff is arrested.</p> <p>HR403 – <u>Paydays and Direct Deposit</u>, removed language regarding actual, physical paychecks and replaced with language that states all employees must enroll in direct deposit. This was to save processing costs for the alternatives of direct deposit.</p> <p>HR610 – <u>Employment Termination</u>,</p> <ul style="list-style-type: none"> • Deleted entire wording in paragraph “Layoff and Severance Benefits” and added the following: Please refer to policy #HR611 Severance Plan and Summary Plan Description for an explanation of severance benefits should an employee be involuntarily displaced from his or her position in the event of a merger, acquisition, consolidation or other staff reduction. <p>HR611: <u>Severance Plan and Summary Description</u></p> <ul style="list-style-type: none"> • Added this NEW policy that contains the entire Severance Plan Policy and Employee Severance Agreement. <p>This policy is being revised due to historical (and current) 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.</p> <p>This revision will add a benefit for employees who are impacted and lose their jobs and ensure temporary financial stability should the ELC of North Florida ever be forced to merge with another coalition by OEL.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition’s background policy would not be in compliance with this year’s OEL grant agreement. • The Coalition would not incur a cost savings from streamlining this procedure. • The Coalition would not have a legally-reviewed and standardized severance benefit Plan, Policy and Agreement. |
| How the Action will be accomplished | Approval of the Personnel Policies and Procedures Manual revisions listed above. |

HR204 Employment Reference/Criminal History Checks

Effective Date: 02/19/08

Revision Date: 04/07/10, 02/02/11, 08/03/11, 06/06/12, 08/24/12, 02/12/13, 04/03/13, 11/05/14, 03/16/16, 09/21/16, 02/01/17, 02/07/18

The Coalition will conduct reference and criminal history checks on all prospective and current employees, as well as volunteers, as outlined within this policy.

QUALIFIED ENTITY

A “qualified entity”, as defined in s. 943.0542, F.S., means a business or organization, whether public, private, operated for profit, operated not-for-profit or voluntary, that provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services.

The Coalition is a qualified entity and therefore is registered with the Florida Department of Law Enforcement (FDLE).

The Coalition requires any sub-recipient, contractor, or subcontractor it retains that also meets the definition of qualified entity to likewise register and have all of the employees it assigns to work under agreement screened in a manner consistent with s. 943.0542, F.S.

For monitoring and audit purposes, the Coalition maintains on file verification for all Coalition personnel and any sub-recipient or contractor’s personnel per the guidelines of the OEL Grant Agreement current during the time of background screening processing.

REFERENCES/CREDENTIALS

The Coalition will verify (for all employees and volunteers) where applicable; clear background screenings, educational and professional credentials, and employment history/references prior to the first day of employment/assignment.

The Coalition will verify the highest level of education claimed (if the position requires), applicable professional licenses claimed (if position requires), and employment history (if position requires) for Coalition staff AND for Qualified Entities that are sub recipients/subcontractors and their staff.

Documentation of these verifications will be maintained by the Coalition.

CRIMINAL BACKGROUND SCREENING PROCEDURE

1. As applicable, the potential or current employee (or volunteer) must have a criminal background check processed prior to the first day of employment (or volunteer work), and screened in a manner consistent with Section 943.0542, F.S. The Coalition shall arrange for and pay all costs for the background screenings. If appropriate, the applicant and employee must meet criteria for background screening as required for childcare personnel in childcare licensing regulations.

2. The personnel staff will complete and submit the appropriate paperwork for the criminal background check and other necessary paperwork as required by the Department of Children and Families upon employment and (at a minimum of) every five (5) years thereafter. The following paperwork may be included:

- a. **Affidavit of Good Moral Character** – All candidates must complete this form and have

it notarized before employment. This form is available from the Department of Children and Families (DCF) District Screening Office. Human Resources will stress to the candidate the importance of this requirement and ensure that the candidate clearly understands it.

b. **Local Criminal Records** – The personnel staff will complete the Request for a Local Law Enforcement Check and send it to the sheriff office in Baker, Bradford, Clay, Nassau, Putnam, and/or St. Johns counties.

c. **Employment History/Reference Checks** – Conducted by the personnel staff, these checks should cover a two-year period preceding employment in the screened position and should exclude periods of unemployment. The potential applicant and current employee may be subject to additional background reviews depending upon their job specifics.

d. **State and Federal Criminal Records** – The Coalition’s personnel staff will instruct the candidate (or employee) to complete a “Live Scan” of their fingerprints with a vendor approved by the Coalition, to be sent to the FDLE (Florida Department of Law Enforcement) and the FBI (Federal Bureau of Investigation) for clearances. Effective July 1, 2012 all new employees will be screened, unless they have a current DCF clearance under five (5) years old and have had no break in service (or break in service under 90 days). Also effective July 1, 2012 all current employees will be re-screened (prior to on or before the five-year anniversary date of the last screening and thereafter if the individual continues performing under the OEL agreement (for the Coalition).

e. **States other than Florida, if Resided in the Preceding Five Years** – If new or rescreening staff have lived out of the state of Florida at any time during the preceding five years, the DCF instructions will be followed, per DCF e-mail 10/10/16, “Updates to Background Screening Process”. This document is available on the Coalition’s share drive folders, “Policies and Procedures”, then “Referenced Documents-Regulations”.

NOTE: The full background screening may not be necessary for candidates transferring from another employer where he/she was screened, or for candidates who have had their fingerprints taken and processed by a Florida public school board provided that in either case there has not been more than a 90-day break in service.

3. **Volunteers and Board Members**

Any volunteer who will have contact with children 10 hours per month or MORE is required to have a Level II screening. Volunteers may only be approved for assignments once the background checks have been received and are clear. Volunteers still in service after five (5) years will be re-screened.

All potential and current volunteers (including board members) who will have contact with children on an intermittent basis (LESS than 10 hours per month) are NOT required to be background screened as long as a person who meets the Level II background screening requirements (as set forth in s. 435.04, F.S) has the volunteer in his or her line of sight during any interaction with children (per 2012/2013 Grants Agreement section (45)(a) and e-mail correspondence from Kathy Summers, OEL Business Analyst dated 02/27/13 with OEL Memorandum dated November 19, 2012 “Background Screening Follow-Up Guidance”).

Reading Pals

Although not required, the Coalition may process Level I screenings for volunteers of its “Reading Pals” program. The Coalition also ensures that the volunteers do not meet or exceed 10 hours per month contact with children. Reading Pal volunteers complete the Coalition’s Volunteer Application and Affidavit of Good Moral Character. Upon completion, the Coalition personnel staff submits a request to the local county Sheriff’s Office (of the volunteer’s place of residence) for a local criminal background check. Also, the Coalition personnel staff performs a database search on the Dru Sjodin National Sex

Offender Public Website (www.nsopw.gov/Core/Portal.aspx), and the FDLE sexual offender/predator search website.

4. The personnel staff will track receipt of the local and FDLE criminal history checks results. When the results are received, the personnel staff will input the records into the applicant's/employee's personnel file and will track and monitor the 5-year re-screening dates.

5. **If the local law check or FDLE transaction listing on the applicant/employee are returned with any charges**, the C.E.O. will review the charge(s). Additional information, such as disposition, should be requested from the applicant/employee and reviewed regarding the charge(s). The applicant/employee should be advised both by telephone and in writing of the needed documentation, and should be given a deadline to submit the paperwork. If it is a current employee, and the employee needs any time off to obtain documentation, the C.E.O. will notify the supervisor of the needed time. (The nature of the need for time off, including charges should be kept confidential and not shared with the Supervisor.)

6. Where applicable, the C.E.O. or designee will determine if the applicant/employee is disqualified from employment based on Section 435.03 and 435.04, Florida Statutes. Assistance should be requested from DCF to make this determination. If the applicant/employee has committed an offense listed on the Good Moral Character Affidavit/Attestation, they may be considered disqualified for hire and may be terminated or placed in a position for which background screening is not required. Exemptions from such disqualification may be taken into consideration on a case-by-case basis.

7. **If the applicant/employee is disqualified due to his/her criminal background check results**, the C.E.O. or designee will follow appropriate procedures for notifying the applicant/employee in compliance with Department of Children & Families. A copy of the notification letter must also be sent to DCF along with the transaction listing and any associated court documents received.

If the applicant/employee is disqualified due to federal (FBI) results, DCF will notify the Coalition. The Coalition must then immediately remove the employee from his/her assignment.

8. The personnel staff will maintain the Affidavit/Attestation of Good Moral Character, results of local, FDLE and federal (FBI) criminal history information and other related correspondence, and the employment history checks in the applicant's/employee's personnel file. This file will be kept in a secured area to ensure confidentiality.

9. **Each Coalition employee, subcontractor employee, or volunteer for either organization, is required to notify the Coalition immediately or the next business day of being arrested for any criminal offense.** The Coalition will review the alleged offense, determine if the offense is one that would exclude the employee (or volunteer) under either the level I or level II background screenings (whichever is applicable), and if so remove the employee (or volunteer) from their assignment/position **or remove them from working on a contract, if applicable**. The employee (or volunteer), **or contract staff**, may not return to their work until cleared of all charges.

SUBRECIPIENT/SUBCONTRACTOR COMPLIANCE

1. Any subrecipient, contractor or subcontractor who does not meet the definition of “Qualified Entity” but who will perform duties under contract with the Coalition and who is permitted access to a child care location while children are present, or who will have access to confidential information about the children in care or their family shall comply with all of the above.
2. Any contractor or subcontractor who does not meet the definition of “Qualified Entity” and who will perform duties under this contract but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about either a child in care or his family is not required to submit its employees to a background screening.

HR403 Paydays and Direct Deposit

Effective Date: 02/19/08

Revision Date: 02/01/12, 04/08/15, 02/07/18

Paydays

Payroll is based on a biweekly basis, resulting in 26 pay periods/paychecks per year. Pay periods begin on Wednesday and end on the second Tuesday following. All employees are paid bi-weekly on every other Friday. Based upon the employee's classification status, each paycheck will include earnings for all work performed through the end of the previous payroll period.

~~Paychecks are released to employees only, unless written authorization from the employee is received in advance, specifying a third party may pick up his/her check (identification required). If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation or will be mailed to the employee's home address on record.~~

Direct Deposit

~~Direct Deposit (if applicable) is available to~~ All employees of the Coalition must enroll in direct deposit. The Office Manager is the point of contact and is responsible for assisting employees in setting up their individual user accounts and understanding how to access their individual information should be contacted for information and authorization material. Employees can access their paycheck information at any time by having a login to their individual account.

HR610 Employment Termination

Effective Date: 02/19/08

Revision Date: 02/03/10, 06/21/17, 01/01/18

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.~~

Please refer to policy #HR611 Severance Plan and Summary Plan Description for an explanation of severance benefits should an employee be involuntarily displaced from his or her position in the event of a merger, acquisition, consolidation or other staff reduction.

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.

HR611 Severance Plan and Summary Plan Description

Effective Date: 02/15/2018

Revision Date:

(Staff did not underline and highlight this entire policy to make it easier to read. For clarity however, all wording and formatting – we are requesting to be approved.)

Early Learning Coalition of North Florida Severance Plan And Summary Plan Description

The Early Learning Coalition of North Florida (“ELCNF”, “Organization”) Severance Plan, restated as of February 15, 2018, is available to all ELCNF employees (“you” or an “employee”) who satisfy all of the requirements described below. The Severance Plan is intended to provide benefits to eligible employees of ELCNF. An employee’s rights under the Severance Plan, including his or her eligibility for benefits and the time and form in which benefits, if any, will be paid, shall be determined solely by ELCNF, which shall have the sole and absolute discretion to interpret the terms of the Severance Plan and to determine claims.

Purpose of This Document

This document is a statement of the Severance Plan, as prescribed by the Employee Retirement Income Security Act of 1974 (“ERISA”) and is also intended to satisfy the requirements for a summary plan description under ERISA, a body of law enacted by Congress to safeguard your interests and those of your beneficiaries. ERISA does not require an employer to provide benefits; however, it does provide you with certain rights when you participate in certain benefit plans. This document explains whether you are eligible to receive benefits under the Severance Plan, the amount of benefits you may receive, how your benefits will be paid, your rights under ERISA, and various other administrative information.

The Severance Plan supersedes and completely replaces any prior severance or termination pay plan or practice previously applicable to eligible employees as of the Effective Date, which plans or practices are no longer in effect.

Eligibility

You are eligible to participate in the Severance Plan if you are a regular full-time or part-time employee of ELCNF, you are involuntarily displaced from your position and your employment is terminated because of a merger, acquisition, consolidation or other staff reduction.

You are not eligible to participate in the Severance Plan if you:

- Receive benefits under another ELCNF severance agreement;
- Have a separate contract governing the termination of your employment;
- Are receiving long-term disability benefits when severance benefits would begin;
- Are on an unpaid leave of absence that lasts longer than 12 weeks and extends past the date your displacement is effective;

- You are not classified for payroll purposes by ELCNF as a regular full-time or part-time employee, regardless of whether you may later be reclassified by a court or agency or otherwise.

Furthermore, you will not be eligible to receive benefits under the Severance Plan if you accept another position within the Organization or if a comparable position is offered to you by ELCNF, a successor employer, or a third party with which ELCNF has contracted to assume responsibility for any ELCNF operations.

By entering into this Severance Plan you will be acknowledging that you have not disputing any back salary, bonuses, commissions, accrued vacation pay, overtime, or other compensation for your time working at ELCNF, prior to the date of signature of this document.

Receiving Your Benefit

The amount of your benefit is based on your:

- Base pay; and
- Length of service with the Organization

Your length of service is the number of full and partial years you have been employed, based on your seniority date. If you had a break in service, your seniority date for the purpose of calculating your benefits under the Severance Plan will be determined using the existing rules in effect at the time. Any partial years of service will be rounded to the nearest whole year (whether greater or lesser) in determining your eligibility for severance.

Eligible employees will receive payments (“Severance Pay”) under the Severance Plan as a single lump sum pay-out. Severance Pay awarded under the Severance Plan shall be net of any income or employment taxes, which are required to be withheld from such payments. During the Severance Period, your ELCNF medical, dental and vision will be converted to COBRA coverage and will be paid 100% by ELCNF as a single lump sum pay-out for the Severance Period (the span of Your weeks of severance). Under COBRA, you may also continue contributions on an after-tax basis to your Healthcare Spending Account. Your employment and certain other employment-related benefits, such as Short-Term and Long-Term Disability, end and your Severance Period begins on your Termination Date. If enrolled, any Medical, Dental, Life and Vision benefits end on the last day of the month in which you cease to be actively employed and COBRA coverage begins as noted above.

Your Termination Date is your last day of active work with the Organization or the last day of any notice period of your displacement, whichever is later.

If you are receiving short-term disability, benefits when your severance benefits would otherwise begin, your severance benefits are delayed until those disability payments end. If you are approved for long-term disability benefits, you are not entitled to severance benefits.

Severance Pay Schedule

Your Severance Pay is determined according to this schedule:

| Years of Service | Separation Benefits Weeks of Salary Continuation |
|-------------------------|---|
| Less than or = 1 | 4 |

| | |
|-------------------------|--|
| 2 | 6 |
| 3 | 8 |
| 4 | 10 |
| 5 | 12 |
| 6 | 14 |
| 7 | 16 |
| 8 | 18 |
| 9 | 20 |
| 10 | 22 |
| 11 | 24 |
| 12 | 26 |
| 13 | 28 |
| 14 | 30 |
| 15 or more years | 32 Maximum weeks of salary paid |

Severance Pay Calculation

Your Severance Pay is calculated using Your base Pay. Your base pay is your “regular earnings”-Your regular salary or regular straight time wages. It does not include overtime pay, bonuses, commissions, cash and non-cash fringe benefits, incentive compensation payments or other forms of special compensation.

For part-time employees, your severance benefit will be determined by annualizing average year-to-date regular earnings.

Medical, Dental and Vision Benefits

While you are receiving benefits pursuant to the Severance Plan, Your health benefits (Medical, Dental and Vision) will continue under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). To be eligible for COBRA continuation, you must be enrolled in and covered by ELCNF’s benefits plan on your last day on active payroll.

The Severance Plan will provide all employees who are eligible for and elect COBRA coverage, 100% cost of the health coverage (Medical, Dental and Vision) during the Severance Period. After the Severance Period ends, You may continue COBRA elections pursuant to COBRA respective time periods.

Release and Waiver Agreement

You must sign a Release and Waiver Agreement (Release Agreement) before receiving Your Severance Benefits and any subsidy ELCNF provides towards COBRA rates. In the Release Agreement, you give up any rights and claims you have against the Organization and its affiliates that may arise from your employment or the termination of your employment. A copy of the Release Agreement is available for your inspection.

If You do not sign and return your Release Agreement within the forty-five day time period specified for its return or You revoke your signed Release Agreement, then You are not eligible for Severance Benefits or subsidized COBRA under the Severance Plan.

You must comply with the Release Agreement throughout Your severance period to continue receiving Your benefit payments from the Severance Plan.

Consulting Services

This agreement is requiring You become a consultant for ELCNF. We do not expect any work to be necessary, but in the unlikely event that some further information is required about your previous work ELCNF will give you reasonable notice to schedule a telephonic

consultation at a time convenient to you.

Non-Disclosure of Information

During your employment at ELCNF, you may have been made privy to information that ELCNF or one of its Independent Contractors would consider private or proprietary. We expect You to keep that information to yourself. Additionally, we expect that You will abstain from making any disparaging remarks about ELCNF, its employees, and contractors.

Forfeiture

You stop receiving benefits if you:

- Stop working for ELCNF before your displacement date;
- Accept an employment offer from ELCNF;
- Are offered and refuse a comparable job with ELCNF, a successor employer or a third party with which ELCNF has contracted to assume responsibility for any ELCNF operations;
- Fail to comply with Your Release Agreement or any other agreement You have with ELCNF or
- Are approved for long term disability benefits.

If You die while receiving Severance Benefits, the remaining payments are paid in a lump sum to your surviving spouse, if you are married or otherwise to Your estate.

ADMINISTRATIVE INFORMATION

Plan Sponsor

Early Learning Coalition of North Florida

2450 Old Moultrie Road, Ste #103

St. Augustine, Florida 32086

Employer Identification Number (EIN): **59-3691819**

Named Fiduciary and Plan Administrator

ELCNF is the Named Fiduciary and Plan Administrator of the Severance Plan. The day to day operations of the Severance Plan are administered by the Plan Administrator. To the extent permitted under applicable law, the Plan Administrator may delegate any of its responsibilities to or engage the services of such persons or entities to render advice or perform services with respect to the Severance Plan as it shall determine to be necessary or appropriate.

The Plan Administrator shall promulgate any rules and regulations it deems necessary in order to carry out the purposes of the Severance Plan or to interpret the provisions of the Severance Plan; provided, however, that no rule, regulation or interpretation shall be contrary to the provisions of the Severance Plan. Subject only to the claims procedure outlined in the Severance Plan, the rules, regulations and interpretations made by the Plan Administrator shall be final and binding on all persons.

The Plan Administrator shall have sole and absolute discretion to interpret where necessary all provisions of the Severance Plan, including without limitation, by supplying omissions from, correcting deficiencies in or resolving inconsistencies or ambiguities in the language of the plan. Further, the Plan Administrator shall have the sole and absolute discretion

to determine the rights and status under the Severance Plan of eligible employees or other persons, to resolve questions or disputes arising under the Severance Plan and to make any determinations with respect to the benefits payable under the Severance Plan and the persons entitled to these benefits. Without limiting the generality of the foregoing, the Plan Administrator is hereby granted the authority (1) to determine whether a particular termination of employment constitutes a qualifying termination under the Severance Plan, (2) to determine whether a particular employee is an eligible employee, (3) to determine an eligible employee's years of credited service and (4) to determine if an eligible employee is entitled to Severance Pay and, if so, the amount of such Severance Pay. The Plan Administrator's determination of the rights of any employee or former employee hereunder shall be final and binding on all persons, subject only to the claims procedures outlined in the Severance Plan.

The Plan Administrator can be contacted at:

Dawn Bell, CEO, Early Learning Coalition of North Florida, 2450 Old Moultrie Road, St. Augustine, FL 32086

Effective Date

The Effective Date of the Plan is **February 15, 2018**

Plan Year

The Plan's Year for purposes of maintaining the records of the Severance Plan is a Fiscal Year, commencing on July 1.

Governing Law

The Severance Plan and all rights thereunder shall be governed by the laws of the State of Florida, except to the extent preempted by ERISA.

Claim Review Procedure

Your benefit under the Severance Plan will be paid to you as a matter of course; accordingly, there is no need to file a claim for your benefit with the Plan Administrator other than completing and signing the Release Agreement, and any administrative forms which may be required by the Plan Administrator. As soon as is practicable, you will be notified of the amount of your benefit under the Severance Plan.

If you dispute the amount of your benefit, you may file a claim with the Plan Administrator. If your claim for a benefit is denied in whole or in part, you will be given written notice of the decision within ninety (90) days after the receipt of the claim, or one hundred eighty (180) days when special circumstances exist. The notice of denial will include the specific reasons for the denial, the specific Severance Plan provisions upon which the denial is based, a description of any additional material or information necessary for you to prove the claim, an explanation of why such material or information is necessary and an explanation of the Severance Plan's claim review procedure. If you receive no response within ninety (90) days after you file a claim, you can treat it as a denial.

If you feel that you have been improperly denied a benefit under the Severance Plan after reviewing the explanation, you should request, in writing, within sixty (60) days after request for review of his claim within such 60-day period, the claimant shall be deemed to have acquiesced in the original decision of the Plan Administrator on his claim. If such an appeal is filed, you will then be given the opportunity to review pertinent documents and submit questions and comments in writing. The request for review should be direct to the Plan Administrator and must explain the reasons for the request.

A written decision on the request for review will be made within sixty (60) days of the receipt of the request, or within one hundred twenty (120) days under special circumstances that

require an extension of time for processing. If special circumstances prevent a decision from being made within sixty (60) days, you will be notified in writing of the extension prior to the commencement of the extension. The decision on the review will be sent to you in writing and will include the specific reasons for the decision and the Severance Plan provisions upon which the decision is based. This is the final decision under the Severance Plan's administrative procedures.

Amendment and Termination of the Severance Plan

The Chief Executive Officer of the Company or any person designated in writing by the Chief Executive Officer of the Company reserves the right to amend, modify, suspend, discontinue or otherwise terminate the Severance Plan at any time and for any reason. Any amendment shall be expressed in a written instrument executed by the Chief Executive Office of the Company or any person designated in writing by the Chief Executive Officer of the Company. All such amendments may be retroactive to any date up to and including the Effective Date, and shall be retroactive to the Effective Date unless other provision is specifically made. No amendment or termination shall adversely affect the right of any Participant to any benefit under the Severance Plan to which he became entitled prior to such amendment or termination.

Your Rights Under ERISA

As a Participant in an employee welfare plan, you are entitled to certain rights and protections under ERISA. Specifically, ERISA provides that all Severance Plan Participants are entitled to:

- Examine all Severance Plan documents at the Plan Administrator's office without charge and copies of all documents filed by the Severance Plan with the United States Department of Labor including a copy of the latest annual report (Form 5500 series) filed with the US Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of all Severance Plan documents and other documents governing the operation of the Severance Plan upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

If your claim for a Severance Plan benefit is denied or not granted, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial all within certain time schedules.

No one may discriminate against you to prevent you from obtaining your Severance Plan benefit or otherwise exercising your rights under ERISA.

Besides creating rights for employee welfare plan participants, ERISA also spells certain responsibilities for people who operate your employee benefit plans. These people are called "fiduciaries." The fiduciaries must act in the interest of Severance Plan participants. They must exercise prudence in the performance of their duties. No one, including your employer, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Under certain circumstances, outside assistance may be necessary to resolve disputes between you and Severance Plan officials. For example:

- If you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials

and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

- If your claim for benefits is denied in whole or in part after a final review, you may file in suit in a federal or state court.
- If you are discriminated against for pursuing a benefit or exercising your ERISA rights, you may seek help from the United States Department of Labor or file suit in a federal court.

If you file suit, the court will decide who should pay court costs and legal fees. If you win your suit, the court may order the person you have sued to pay the costs and fees. If you lose your suit, the court may order you to pay the costs and fees (for example, if it finds your claim was frivolous).

If you have any questions about the Severance Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You can also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

BEFORE SIGNING THE CORESPONDING AGREEMENT, ELCNF INFORMED YOU OF YOUR RIGHT TO CONSULT WITH AN ATTORNEY TO ADVISE YOU OF YOUR INDIVIDUAL RIGHTS, IN REGARDS TO THIS MATTER.

SEVERANCE AGREEMENT, GENERAL RELEASE, AND WAIVER

This letter agreement sets forth the terms regarding your separation from EARLY LEARNING COALITION OF NORTH FLORIDA (the "Company").

1. Your employment with the Company terminated as of _____ (the "Separation Date").

2. By signing this document, you are acknowledging that you have received all salary, bonuses, commissions, accrued vacation pay, overtime, and any other compensation attributable to your period of employment to which you are entitled through the Separation Date.

3. In consideration of the promises made by you in this agreement, the Company agrees as follows, in the event you sign this agreement and do not revoke your acceptance in accordance with Paragraph 11:

a. The Company agrees to pay you the gross amount of \$_____ upon the execution of this letter agreement, which amount shall be allocated as follows:

(i) The amount of \$_____ in compensation for all economic loss and any other injuries arising from the termination of your employment to be computed as an amount equal to your base salary for a period of _____ weeks.

b. The Company further agrees to pay you the amount owed in a single lump sum and will be subject to appropriate withholdings and deductions.

c. You have received, under separate cover, information concerning your right to continue your health insurance benefits in accordance with the provisions of COBRA. If you choose to continue your health insurance benefits, the Company will pay your premiums under COBRA commencing on _____, until you become enrolled in a plan with reasonably equivalent economic benefits and coverage benefits or until _____, whichever occurs first.

4. You hereby agree to indemnify and hold the Company harmless from and against any claims, actions, or liabilities as to state or federal income tax, social security payments, or any similar employment charges attributable to or claimed under the payments made by the Company to you pursuant to this agreement.

5. Your Consulting Services during the period of this agreement shall consist of your being available by telephone to the Company's management in _____ [name of city] with respect to _____ [nature of employer's business] matters and accounts. Such Consulting Services shall be performed upon reasonable notice and at mutually agreeable times.

6. Without specific further direction or authorization from or by the Company, you are not to take any action, initiate contact with third parties, or otherwise hold yourself out as a representative of the Company or perform services or activities on its behalf. Your status with respect to the Consulting Services shall be of independent contractor, with payments therefor as provided in this agreement subject to reporting to the Internal Revenue Service. Your Consulting Services to the Company are and shall be nonexclusive, and nothing in this Agreement shall restrict you from seeking employment with any other _____ [nature of employer's business] in _____ [name of city] or elsewhere.

Initials of Employee: _____

7. In consideration of the payments to be made by the Company to you as set forth in Paragraph 3 above and the promises contained in this letter, you voluntarily and of your own free will agree to release, forever discharge, and hold harmless the Company, its subsidiaries and affiliates, its present or former officers, directors, trustees, employees, agents, successors, and or assigns from any and all claims, demands, rules, regulations, and or any other causes of action of whatever nature, whether known or unknown, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, [29 U.S.C. §§ 623 et seq.](#), the Fair Labor Standards Act, [29 U.S.C. §§ 201 et seq.](#), the Employee Retirement Income Securities Act of 1974, [29 U.S.C. §§ 1001 et seq.](#), the Civil Rights Act of 1866, 29 U.S.C. §§ 1981 et seq., the Rehabilitation Act of 1973, [29 U.S.C. §§ 701 et seq.](#), the Americans with Disabilities Act, the Civil Rights Act of 1991, and or any other federal, state, or local human rights, civil rights, wage-hour, pension, or labor laws, rules, and/or regulations, public policy, contract, or tort laws, and or any claims for misrepresentation, defamation, invasion of privacy, or otherwise.

8. In consideration of your promises and undertakings contained in this agreement, the Company and its affiliates and subsidiaries, hereby voluntarily and of its own free will agrees to release, forever discharge, and hold you harmless from any and all claims, demands, rules, or regulations or any other causes of action of whatever nature, whether known or unknown under any of the laws listed in Paragraph 7, or any other federal, state, or local law, rule, regulation, contract or tort law, or public policy.

9. You agree not to disclose to anyone, either directly or indirectly, any information whatsoever regarding the existence or substance of this letter or the matters which have resulted in it, including those pertaining to your separation from the Company. This includes, but is not limited to, present or former employees of the Company and other members of the public. Violation of this paragraph shall be deemed a material breach of this agreement. The Company shall not, and it shall use its best efforts to cause its employees to not, disclose to anyone, except its employees and its professional representatives with a need to know, either directly or indirectly, any information whatsoever regarding the existence or substance of this letter or the matters which have resulted in it, including those pertaining to your separation from the Company.

Furthermore, if contacted by an outside party, the Company will attempt to have all such inquiries referred to _____ [company representative] who shall be instructed to respond that your termination was by mutual agreement, and to confirm your position and period of employment.

10. You will be afforded at least forty five (45) business days to consider the meaning and effect of this letter. You may wish to consult with an attorney and you acknowledge that you have had the opportunity to do so.

11. You may revoke this separation agreement and release for a period of seven (7) business days following your execution of this letter. This letter shall not become effective or enforceable until the revocation period has expired. Any revocation within this period must be submitted, in writing, to the Company and must state, "I hereby revoke my acceptance of the letter agreement and release." The revocation must be postmarked within seven (7) business days of your execution of this letter in order to be effective.

12. By signing this letter, I acknowledge that I have returned all of Company's property in my possession including, but not limited to, computers, cellular phones, phone cards, personal digital

assistants, leased vehicles, access cards, keys and any proprietary printed and electronic information.

Initials of Employee: _____

13. You will not disparage the Company, its directors, officers or employees, or make statements that are detrimental to the Company's business or reputation.

14. This letter and general release may not be modified, altered or changed except upon signed written consent of both parties.

15. Should any Court find any provision of this letter to be unenforceable, then you agree that the unenforceable provision will be disregarded in interpreting this agreement so that the remainder of the Letter remain enforceable.

15. This letter, which includes a general release, represents the complete agreement between you and the Company. By signing this letter, we each acknowledge each to the other that we waive any and all claims that we have or could possibly have against the other in connection with your employment; except as to claims under this agreement. By signing this letter neither party is indicating an admission of any wrongdoing. We would like to extend our sincere hope for success in your future endeavors.

EARLY LEARNING COALITION OF NORTH FLORIDA

By: _____
[Name of authorized Company representative]

I acknowledge that I have been given ample opportunity to consider the terms of this letter agreement and that I have been given ample opportunity to consult a lawyer in connection with this matter. I knowingly and voluntarily agree to and accept the terms outlined in this letter without reservation.

Dated: _____

[Print of employee]

[Signature of employee]

[Name of witness]

[Signature of witness]

Initials of Employee: _____

IX. Review of Board Membership

INFORMATIONAL

February 7, 2018
Executive Administrative Committee Meeting
Early Learning Coalition of North Florida, Inc.

BOARD MEMBERSHIP SUMMARY
As of October 24, 2017

| Position | Name | Term Start Date | Term End Date |
|---|-------------------------------------|------------------------|----------------------|
| BAKER | | | |
| Total Private Sector | 0 | | |
| BRADFORD | | | |
| | | | |
| Total Private Sector | 0 | | |
| CLAY | | | |
| Governor Appointee Private Sector | Ron Coleman | November 22, 2013 | April 30, 2016 |
| Governor Appointee Private Sector | *Brian H. Graham, <i>Vice Chair</i> | May 14, 2015 | April 30, 2019 |
| Private Sector | *Vina Delcomyn | July 2011 | July 2019 |
| Total Private Sector | 3 | | |
| NASSAU | | | |
| District Superintendent of Schools or Designee | Kristi Simpkins | December 2013 | December 2021 |
| Total Private Sector | 0 | | |
| PUTNAM | | | |
| Representative of Programs for Children with Disabilities under the Federal Individuals with Disabilities Education Act | Marsha Hill | March 2018 | March 2022 |
| County Health Department Director or Designee | Mary Garcia | December 2017 | December 2021 |
| ST. JOHNS | | | |
| 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 Private Sector CHAIR | Nancy Pearson, <i>Chair</i> | November 22, 2013 | April 30, 2017 |
| Private Sector | *Adam Deputy | December 2014 | December 2018 |
| Private Sector | | | |
| Total Private Sector | 2 | | |
| MULTI COUNTIES | | | |
| 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 |
| Private Sector | | | |
| Private Sector | Joy Stanton (St. Johns) | March 16, 2016 | March 16, 2020 |
| Total Private Sector | 1 | | |
| Combined Total Private Sector (<i>Must comprise MORE THAN 1/3 of total Board Membership</i>): | 6 | | |
| TOTAL MEMBERSHIP | 17 | | |

* *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.

X. Committee Absenteeism Log

INFORMATIONAL

February 7, 2018
Executive Administrative Committee Meeting
Early Learning Coalition of North Florida, Inc.

**EXECUTIVE ADMINISTRATIVE COMMITTEE
MEMBER ABSENTEEISM LOG**

By-Laws

Section 3.2.7 - Unexcused absences from two (2) consecutive meetings within a twelve month period by a representative or appointed member is equivalent to resignation from the Coalition.

Section 3.2.8 - Mandated members with three (3) consecutive unexcused absences from meetings or six (6) unexcused absences from meetings with in a twelve month period without due cause may be notified by the Chair that their membership is not in good standing.

X = Attended

| | No Mtg. Dec. 2016 | No Mtg. Jan.2017 | 2/1/17 | No Mtg. Mar-17 | No Mtg. Apr-17 | May 2017- Cancelled | No Mtg. Jun-17 | No Mtg. Jul-17 | 8/9/17 | No Mtg. Sep-17 | No Mtg. Oct-17 | 11/1/17 |
|----------------|----------------------|---------------------|---------|-------------------|-------------------|------------------------|-------------------|-------------------|---------|-------------------|-------------------|--------------------|
| 1 Delcomyn, V. | | | X | | | | | | X | | | Excused |
| 2 Graham, B. | | | Excused | | | | | | Excused | | | No longer a member |
| 3 Pearson, N. | | | X | | | | | | X | | | Excused |
| 4 Williams, R. | | | X | | | | | | X | | | X |
| 5 Matheny, T. | | | X | | | | | | X | | | X |
| 6 Stanton, J. | | | X | | | | | | X | | | X |
| 7 Allen, M. | | | X | | | | | | X | | | X |
| 8 McElhone, B. | | | | | | | | Not a member yet | X | | Not a member yet | X |

XI. Committee Comment

XII. Next Meetings:

- **Board Meeting–**
March 21, 2018; 10:30 a.m. Renaissance Resort
at World Golf Village Convention center
 - **Exec/Admin –** May 2, 2018; 10:30 a.m.
Conference Call
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XIII. Adjournment*

***ACTION ITEM**