



2450 Old Moultrie Road, Suite 103
St. Augustine, FL 32086
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www.elcnorthflorida.org

BOARD MEETING

March 21, 2018; 10:30 a.m.

*Renaissance World Golf Village and Convention Center
Legends 1 Conference Room*

TENTATIVE AGENDA

***Action Item**

- I. **Call to Order/Roll Call**
- II. **Public Comment**
- III. **Review of Delegation of Authority Items**
- IV. **Approval of December 6, 2017 Board Meeting Minutes***
- V. **Review and Approval of 2016-17 Audit***
Presented by Moss, Krusick and Associates- **HANDOUT**
- VI. **Staff and Committee Reports**
 - A. CEO Report- Verbal
 - B. Finance Manager's Report-**HANDOUT**
 - C. 2nd Quarter Program Update
 - D. 2nd Quarter Early Literacy Report
 - E. Executive Administrative Committee
 - Draft of February 7, 2018 Exec/Admin Meeting Minutes- **INFORMATIONAL**
 - Consent Agenda:**
 - 1. Ratify Approval of November 1, 2017 Exec/Admin Committee Meeting Minutes*
 - 2. Ratify Approval of Accounting and Financial Policies and Procedures Revisions*
 - 3. Ratify Approval of Revisions to the Coalition's Contract Management and Monitoring Policies and Procedures*
 - 4. Ratify Approval of Revisions to the Coalition's Personnel Policies and Procedures Manual*
 - 5. Ratify Approval of Consulting Agreement with Ines Andrade*-**HANDOUT**
 - 6. Ratify Approval of New ELCNF Clay County Office Lease*-**HANDOUT**
- VII. **New/Unfinished Business**



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- A. Approval of the St. Johns County 18/19 Funding Application for ELCNF*
- B. Approval of Accounting and Financial Policies and Procedures revisions*
- C. Approval of 2017-19 School Readiness Plan Amendment #14*

VIII. Review of Board Membership-INFORMATIONAL

IX. Board Absenteeism Log – INFORMATIONAL

X. Board Comment

XI. Next Meetings

- Wednesday, May 2, 2018, 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, June 20, 2018, 10:30 a.m. – Board Meeting at World Golf Village Renaissance Resort Convention Center

XII. Adjournment*

I. Call to Order/Roll Call

II. Public Comment

III. Review of Delegation of Authority Items

IV. Approval of December 6, 2017 Annual Board Meeting Minutes*

***ACTION ITEM**

Early Learning Coalition of North Florida, Inc.

BOARD MEETING

The World Golf Village and Convention Center

Caddy Shack Restaurant

December 6, 2017

2:00 p.m.

ATTENDANCE

Members Present:

Dr. Myrna Allen
Ron Coleman
Vina Delcomyn
Brian Graham
Brian McElhone
Theresa Little, Treasurer
Teresa Matheny
Mala Ramoutar
Joy Stanton, Secretary
Renee Williams, Vice Chair

Members Absent:

Adam Deputy, *excused*
Angela Hough, *excused*
Commissioner Jeb Smith, *excused*
Amy Lane, *excused*
Nancy Pearson, Chair; *excused*
Kristi Simpkins, *excused*

Staff Present:

Dawn Bell, Chief Executive Officer
Patty Larkin, Financial Manager
Rhonda Cody, Office Manager
Tajaro Dixon, Grants and Operations Manager
Joan Whitson, Early Literacy Outreach Manager

Others Present:

Mary Garcia, ELCNF Board Nominee
Marsha Hill, ELCNF Board Nominee

CALL TO ORDER/ROLL CALL

R. Williams called the meeting to order at 2:15pm. Roll Call was taken by R. Cody; quorum was met with 10 of the 16 board members in attendance.

PUBLIC COMMENT

No comments.

SUCCESS SPOTLIGHT

Success Spotlights are provided to Board Members as a tangible way to hear about the good things/services that are being provided to the community. This year's spotlight was presented by D. Bell and focused on a parent's successful journey with ELC's school readiness program for her children. After two years with the program, the parent was significantly promoted to a new position in Duval County and advised ELC, she no longer required their services and thanked ELC for all of the support and resources provided. Board Members and staff can find this spotlight and all success spotlights on the Coalition website under the "News" tab called Success Stories.

REVIEW OF DELEGATION OF AUTHORITY ITEMS

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

APPROVAL OF SEPTEMBER 20, 2017 ANNUAL BOARD MEETING MINUTES*

- 1.** T. Little motioned to approve the September 20, 2017 Annual Board Meeting Minutes. V. Delcomyn seconded the motion. No discussion-motion passed unanimously.

STAFF AND COMMITTEE REPORTS

A. CEO Report-Verbal

D. Bell provided an update on the proposed merger of ELC Duval and ELC North Florida, highlighting all of the information already sent to Board Members that included a review of the Office of Early Learning (OEL) recommendations. CEO Bell advised the board of the proactive measures she is putting in place to address the impacts of a possible merger with Duval including entering into a consulting agreement with Padma Rajan to conduct a full financial/cost benefit analysis of the Coalitions as well as the proposed merger of ELC Duval and North Florida. In addition, there is a proposal to change the ELC North Florida's Personnel Policy regarding employee terminations related to "forced" mergers that will be discussed during the New Business section of the meeting. All Board Members were supportive of these measures and offered suggestions including writing letters to their State Legislators opposing any merger with Duval. CEO Bell will be meeting with Senator Bradley next week (week of December 11th) and will provide an update to the Board following the meeting.

B. 1ST QUARTER PROGRAM UPDATE

T. Dixon reported on the following in her report:

Coalition Activities:

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

Programmatic:

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

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

ALL full reports are available upon request.

C. 1ST QUARTER EARLY LITERACY REPORT

J. Whitson did not present the report verbally but did present a slide show presentation of ELCNF's Year in Review at the end of the meeting. Highlights of report:

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

Early Literacy Outreach Programs:

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

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

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

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

D. Executive Administrative Committee:

Draft minutes of the November 1, 2017 Exec Admin Committee Meeting were provided as an informational item. The following are the items that were up for ratification on the Exec Admin Committee:

Consent Agenda:

1. Ratify Approval of August 9, 2017 Exec/Admin Committee Meeting Minutes*
 2. Ratify Approval of ECS 2017/18 Contract Amendment #0003-17*
 3. Ratify Approval of the 2017/18 OEL/ELC University of Florida/Lastinger Center Pay for Performance Contract effective 9/15/17 – 7/31/18 (#SR400)*
 4. Ratify Approval of the 2017/18 ELC/ECS University of Florida /Lastinger Center Pay for Performance Contract effective 9/15/17 – 7/31/18 (#SR400)*
 5. Ratify Approval of the ELC SR Plan 2017-19 Certification*
 6. Ratify Approval of District Superintendent of Schools or Designee, Kristi Simpkins, 2nd Term.* (Dec. 2017 Dec. 2021)
 7. Ratify Approval of Consulting Agreement with Kim Brumfield*
 8. Ratify Approval of Moultrie Place Lease Continuation (St. Aug Office)*
 9. Ratify Approval of Agreement with Contemporary Staffing Solutions*
2. B. Graham motioned for ratification of items 1- 9 on the Exec Admin Committee Consent agenda. V. Delcomyn seconded the motion. T. Matheny recused herself from the vote, see attached memo of voting conflict. No Discussion, motion passed unanimously.

NEW/UNFINISHED BUSINESS

APPROVAL OF ELCNF 2017-2018 BUDGET PROPOSAL-REVISION#1*-HANDOUT

The Coalition received a Notice of Award dated November 1, 2017 for the School Readiness Services, requiring a budget amendment to match the revised Notice of Award. The Coalition’s Administrative Budget and the contract with ECS has been amended to utilize the amounts

specified in the Notice of Awards received by the Office of Early Learning. Without this amendment, the Coalition budget would not match the 2017/2018 fund allocations from the State and would not be accurate as to the funds available to spend for 2017/2018. In addition, the Coalition would be at risk of potential questioned costs due to noncompliance with State statutes.

- 3.** T. Little motioned the approval of the 2017/2018 Budget Proposal-Revision #1, V. Delcomyn, seconded the motion. T. Matheny recused herself from the vote, see attached memo of voting conflict. No discussion, motion passed unanimously.

APPROVAL OF MANAGEMENT DECISION RECOMMENDATION FOR ECS AUDIT 2016/2017*

Request Board approval of management decision recommendation to consider the ECS annual audit properly reviewed and therefore resolved. If this is not approved, the Coalition would not be in compliance with policy requiring committee approval.

- 4.** B. Graham motioned the approval of the management decision recommendation for ECS Audit 2016/2017, R. Coleman seconded the motion. T. Matheny recused herself from the vote, see attached memo of voting conflict. No discussion, motion passed unanimously.

APPROVAL OF THE NEFEC LEASE 2018-2019 CONTINUATION*

Staff requests board approval to continue the NEFEC lease agreement of rental of office space in Palatka, FL. The current lease ends January 31, 2018, and the new lease will start Feb. 1, 2018 and conclude January 31, 2019.

The space currently houses our Grants and Operations Manager, Tajaro Dixon, our Putnam County Reading Pals resource room, and one office is used for Coalition storage. The total for all three rooms is \$400.00 per month and includes electric.

- 5.** B. Graham motioned the approval of the NEFEC Lease Continuation, V. Delcomyn, seconded the motion. No discussion- motion passed unanimously.

APPROVAL OF ECS 2017/2018 AMENDMENT #0004-17 AND PARTY SIGNATURES*

The Coalition received a new School Readiness Notice of Award dated November 1, 2017. This award increased the SR allocation by \$4,209.00 (from restitution dollars that were received). The Coalition also received the "Performance Funding Project" Notice of Award dated November 27, 2017. This award decreased from last year's allocation, to \$68,885.

This contract amendment adds the restitution dollars to this year's SR budget. This amendment also corrects the "PFP" amount that was previously in the 17/18 contract (that was an OEL estimate based on last year's budget). Should the board not approve this amendment, ECS's contract would not have the correct budgeted amounts for the School Readiness program, nor the correct budget amount for the Performance Funding Project.

- 6.** T. Little motioned the approval of the ECS 2017/2018 amendment #0004-17 and party signatures, M. Allen seconded the motion. T. Matheny recused herself from the vote, see attached memo of voting conflict. No discussion- motion passed unanimously.

APPROVAL OF CONSULTING AGREEMENT WITH PADMA RAJAN*-HANDOUT

P. Rajan will provide the necessary financial and cost benefit analysis of a proposed merger of ELC North Florida and ELC Duval that will in turn be presented to the State legislature if and /or as needed.

The scope of this work will include reviewing 990s in Guidestar of all 5 coalitions including ELCNF, which have been pre-selected for merger; review of coalition annual reports; following State legislature for updates of the Appropriations and Education Committee and providing weekly reports to Dawn Bell. This contract shall be for the period of November 29, 2017 to January 31, 2018 at the rate of \$40.00 per hour and the contract value is not to exceed \$4,000.00.

Should the Board not approved this consulting agreement, ELCNF would not be fully prepared with the needed research of a proposed merger and the impact to the organization and staff would be significant, possibly resulting in realignment of staff and expenses that would not be cost effective.

7. B. Graham motioned the approval of the consulting agreement with Padma Rajan, R. Coleman seconded the motion. No discussion- motion passed unanimously.

APPROVAL OF REVISIONS TO THE COALITION’S PERSONNEL, POLICIES AND PROCEDURES MANUAL*

HR610 – Employment Termination,

- Deleted conditions for a workforce reduction severance allowance, so as to not conflict with the addition of the severance benefit in the case of a forced merger.
- Added to “Layoffs and Severance Benefits” section, a severance benefit specific to a FORCED MERGER.

This revision will add this benefit for employees to ensure their financial stability should the ELC of North Florida ever be forced to merge with another coalition. Should the Board not approve this revision, the Coalition would not have a severance benefit specific to the case of a “forced merger”.

8. The revision to the Coalition’s Personnel, Policies and Procedures Manual, specific to HR610-Employment Termination was not approved as written. B. Graham motioned to table this revision and approved an action item to consult with an Employment Attorney, not to exceed \$4000 in legal fees, to write a Severance Policy and employee agreement that is compliant with all employee and labor laws. B. Graham motioned to approve this new action item and R. Coleman seconded the motion. No further discussion- motion passed unanimously.

APPROVAL OF THE MEMBER APPOINTED BY EXECUTIVE DIRECTOR OF NEFEC FOR THE MANDATED POSITION OF PROGRAMS FOR CHILDREN WITH DISABILITIES UNDER THE FEDERAL INDIVIDUALS WITH DISABILITIES ACT: MARSHA HILL*

Marsha Hill is the Director of Instructional Services at NEFEC. Mrs. Hill oversees programs PreK-12 and has experience working with early childhood programs such as Reading First, Early Reading First and the

Florida Diagnostic and Learning Resource System. In addition, she has 20 years of experience in working with school districts in northeast Florida to implement programs for all students.

Marsha's ELCNF term would extend from March 2018 – March 2022. Should the Board not approve this appointment, the Coalition would be out of compliance by not having a mandated seat filled.

- 9.** T. Little motioned to approve the appointment of Marsha Hill by the Executive Director of NEFEC for the mandated position, B. Graham seconded the motion. No further discussion-motion passed unanimously.

APPROVAL OF THE COUNTY HEALTH DEPARTMENT DIRECTOR OR DESIGNEE, MARY GARCIA*

Mary Garcia has been the Administrator of the Department of Health in Putnam County since 2013. Ms. Garcia began her public health career as the director for Finance and Accounting at DOH St. Johns in 2007. She is an active member of National Association of County and City Health Officials (NACCHO) and helped in the development of the Management Essential Series for health officers. A native of Florida and Putnam County, Ms. Garcia is involved in the community by volunteering for both the Putnam and South Putnam Christian Service Centers, the Putnam Homeless Coalition, St. Vincent de Paul Society, the Create Art League and Keep Putnam Beautiful.

Mary's ELCNF term would extend from December 2017- December 2021. Should the Board not approve this appointment, the Coalition would be out of compliance by not having a mandated seat filled.

- 10.** R. Coleman motioned to approve the appointment of Mary Garcia to the County Health Department Director or Designee, V. Delcomyn seconded the motion. No further discussion-motion passed unanimously.

REVIEW OF BOARD MEMBERSHIP-INFORMATIONAL

R. Cody provided a report to the Board that reviewed the members who have resigned and/or gone into an advocate role since the last meeting. Our total board membership is now at 17 members with the departure of Amy Lane, IEDA Representative, effective December 31, 2017 and the addition of Mary Garcia, CHDD effective December 2017 and Marsha Hill, PCDFIDA, effective March 2018. There were no comments by the Board.

BOARD ABSENTEEISM LOG

No Comments.

BOARD COMMENTS

T. Little provided a report on The Florida Committee for Early Grade Success that was created during the 2017 legislative session. The Committee developed a series of recommendations to guide the development of a coordinated early childhood assessment system for publicly funded programs, birth through kindergarten entry with the following attributes:

- Screen children birth through age five to see what, if any, developmental concerns should be further assessed.
- Provide practical, useful, actionable information to teachers and parents on children's growth birth through kindergarten, helping them to provide individual care and instruction to better meet each child's developmental and academic needs.
- Evaluate children's skill upon entry to kindergarten.

- Provide an integrated system so data can efficiently follow children birth through third grade, ensuring rigorous privacy protections, to optimize children's growth and learning.
- Inform broader program accountability, helping to ensure Florida's early childhood investments are working as intended to support children's development.

The full report was presented as a handout to the Board Members

NEXT MEETINGS

The next scheduled meetings are as follows:

- Wednesday, February 7, 2018, 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, March 21, 2018, 10:30 a.m. –Board Meeting World Golf Village Convention Center

ADJOURNMENT*

11. B. Graham motioned for adjournment at 3:30 p.m.

T. Little seconded the motion. No discussion – motion passed unanimously.

HANDOUTS: **1.** Revised Tentative Agenda 12.06.17; **2.** Success Spotlight; **3.** Approval of ELCNF 2017-2018 Budget Proposal-Revision #1; **4.** Approval of Consulting Agreement with Padma Rajan; **5.** Committee for Early Grade Success: Recommendations for a Coordinated Early Child Assessment System in Florida, dated: December 1, 2017.

Minutes Submitted By: Rhonda Cody, Office Manager

**V. Review and Approval of 2016-17
Audit***

**Presented by Moss, Krusick and Associates-
HANDOUT**

VI. Staff and Committee Reports

A. CEO Report- Verbal

VI. Staff and Committee Reports

B. Finance Manager's Report-HANDOUT

VI. Staff and Committee Reports

C. 2nd Quarter Program Update 17/18



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MEMORANDUM

To: All Board Members
From: Tajaro Dixon, Grants and Operations Manager
Date: February 28, 2018
Subject: 2017/2018 Second Quarter Program Update and Quality Assurance Activities

Coalition Activities:

- The annual review of policies was completed by all staff. Needed revisions were in the February Executive/Administrative committee packet and are being ratified today.
- The 2016/2017 ECS Primary Service Provider contract was officially closed out with no pending issues.
- Patty Larkin and Rhonda Cody reviewed and completed the annual update of the CEO Succession Plan Handoff Report. This is a list of all critical business information that would be needed in the case of initiating the succession plan (due to an emergency, etc.)
- The ELC and ECS staff had its semi-annual Open Discussions Lunch Meeting November 14, and this continues to be a key element in ensuring quality of operations.
- ELC and ECS staff continue to participate in OEL School Readiness policy webinars, as OEL continues to navigate changing regulations and Portal migration.

Programmatic:

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

- The 2017/2018 First Quarter Monitoring was performed October 30 – November 13, 2017. This monitoring included all OEL required "eligibility" criteria, the Annual Data and Data Security Systems review, and the Fiscal Non-Direct Costs review. The final report was completed December 6, 2017. From this monitoring there were 10 compliance issues. Seven of the issues were programmatic and routine in nature. The eighth issue involved an incorrect provider payment and the provider payment rate schedule which has now been corrected by OEL. The last two issues were fiscally-related. All applicable corrective action items were completed and received before the final report.
- The 2017/2018 Second Quarter Monitoring was performed January 29 – February 9, 2018. This monitoring included all OEL required "eligibility" criteria, Data and Data Security Systems updates, Quality Contracts, and the Fiscal Non-Direct Costs review. The final report is scheduled to be completed by March 5, 2018. A summary of the final report will be included in the next quarterly program board report.

ALL full reports are available upon request.



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VI. Staff and Committee Reports

D. 2nd Quarter Early Literacy Report

Early Literacy Outreach Report
Second Quarter 2017-2018
Completed by Joan Whitson

Highlights:

Ancient City Kids Day – October 28th at St. Francis field in St. Augustine. We provided books for Episcopal Children's Services staff to hand out at their table. We also collaborated with the Kiwanis club of St. Augustine by providing volunteers to help give out and fit bicycle helmets. Fifteen Hundred people attend this annual family event.

Early Literacy Outreach:

ELC Days at Sykes Farms and Amazing Grace Crop Maze – Three special field trips were scheduled in October. Twenty-nine providers came and brought 520 children. The children enjoyed fall agricultural themed activities, which included a corn maze, hayride, visiting farm animals up close and much more. Each child received a FREE copy of the book "Spookley the Square Pumpkin" or "The Three Little Racing Pigs." The teachers received a bag full of a variety of FALL themed books. ELC volunteers provided an extra special FALL craft as well adding to the festivities.

Read for the Record – October 19th. This is an annual reading event put on by Jump Start and the Pearson Foundation with the purpose to break the world record of reading the same book on the same day to the most children. An email was sent to all providers encouraging them to participate. The ELC provided them with a FREE copy of the book and activity packet to go with it. This year's book was "Quackers" by Liz Wong. Eighty centers participated in this event where providers read to 5,226 children.

Themed Literacy Programs: Fall 2017 brought the kickoff of two new themed literacy programs, the Eric Carle "World of Colors" program created by outreach assistant Sandi Dunnavant and the "Space" program created by Joan Whitson and volunteer team. These programs are rich in early literacy concepts so important to children's development. One of the main goals of these programs is to model for teachers good practices and to provide them with a teachable curriculum that they then can further implement in their classrooms. Each child receives a FREE book as well that goes with the theme.

Eric Carle program: Sandi and her volunteer team presented seven programs in Clay County. Having an outreach assistant in the ELC Clay office has really expanded our literacy outreach in Clay, Nassau and Baker counties.

Space program: Joan and her volunteer team presented three space programs in Putnam County.

Mother Goose program: AKA "Sandi Dunnavant" continued to put on her programs centered on rhyming and the importance of teaching children nursery rhymes.

Meet the Master's program: Joan and team presented three of these programs centered on teaching children about the ARTS.

Reading Pals: 65 reading volunteers continue to read weekly to children in preschools in St. Johns, Putnam and Clay Counties. During December, each volunteer was presented books to give to their children as Christmas gifts. Over 1,100 books were distributed.

VI. Staff and Committee Reports

D. Executive Administrative Committee

**Draft of February 7, 2018 Exec/Admin Meeting
Minutes- INFORMATIONAL**

EXECUTIVE ADMINISTRATIVE COMMITTEE

Conference Call Meeting
February 7, 2018
10:30a.m.

ATTENDANCE

Committee Members Present:

Joy Stanton, Secretary
Theresa Little, Treasurer
Myrna Allen
Teresa Matheny, ECS
Vina Delcomyn
Brian McElhone

Committee Members Absent:

Nancy Pearson, Board Chair
Renee Williams, Vice Chair

Others Present:

Ron Coleman, Board Member

Coalition Staff Present:

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

CALL TO ORDER/ROLL CALL

The meeting was called to order at 10:35 a.m. by Joy Stanton 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 October, November and December 2017. (Amex and Visa cards issued to D. Bell, K. Brumfield and R. Cody).

There were no comments or questions.

APPROVAL OF NOVEMBER 1, 2017 EXEC ADMIN COMMITTEE MEETING MINUTES *

1. T. Little motioned to approve the November 1, 2017 Executive Admin Committee Meeting Minutes. M. Allen seconded the motion. No discussion – motion passed unanimously.

**Executive/Admin Committee
February 7, 2018**

REVIEW OF FINANCE MANAGER REPORT, DECEMBER 2017
INFORMATIONAL

APPROVAL OF ACCOUNTING AND FINANCIAL POLICIES AND PROCEDURES REVISIONS*

Revisions:

The following revisions were from the staff annual review of policies:

F107 – Security, 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.

F206 – Cash Receipts and Segregation of Duties, in the “Checks” section, made corrections where “cash” was referenced instead of “checks” and corrected the process from electronic deposits to in-person deposits.

If these revisions are not approved, the Coalition would not have the most accurate and updated Accounting and Financial Policies and Procedures.

2. V. Delcomyn motioned to approve the Accounting and Financial Policies and Procedures Revisions. T. Little seconded the motion. No discussion-motion passed unanimously.

APPROVAL OF REVISIONS TO THE COALITION’S CONTRACT MANAGEMENT AND MONITORING POLICIES AND PROCEDURES*

Revisions:

CM302 – Contract Requirements,

- 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.

If these revisions are not approved, the Coalition would not have the most accurate and updated Contract Management Policies and Procedures as well as the School Readiness Plan attachment (s) that include this policy (#CM302).

3. V. Delcomyn motioned to approve the revisions to the Coalition’s Contract Management and Monitoring Policies and Procedures. T. Little seconded the motion. No discussion-motion passed unanimously.

Executive/Admin Committee
February 7, 2018

APPROVAL OF CONSULTING AGREEMENT WITH INES ANDRADE*-HANDOUT

Overview:

Ines Andrade will provide the necessary support to input and implement the MIP Non Profit Fund Accounting software for ELC North Florida as needed.

The scope of this work will include creating required reporting formats, reviewing data input, reversing entries that recorded twice during the implementation process and reviewing all general ledger entries with the Finance Manager.

This contract shall be for the period of February 12, 2018 – March 9, 2018 at the rate of \$25.00 per hour, plus mileage and the contract value is not to exceed \$2,500.00.

ELCNF Finance Manager has not been trained on the creation of reports, reversing entries and budget input. This contract is more cost effective than the telephone support currently utilized and ELCNF will benefit in having an experienced MIP user reviewing all entries.

4. T. Little motioned to approve the consulting agreement with Ines Andrade. V. Delcomyn seconded the motion. No discussion-motion passed unanimously.

APPROVAL OF NEW ELCNF CLAY COUNTY OFFICE LEASE*-HANDOUT

Staff requests board approval to lease a new office space for the ELCNF Clay County Office. The new lease will begin on February 15, 2018 and end on January 31, 2019 with an option to renew for an additional 12 months.

The space is 600 square feet with two large offices, half bath and storage area for supplies. The total rent is \$700 per month and includes internet and water. The office will house our Clay County Outreach Assistant, our Clay County Reading Pals resource room and library as well as provide a conference area for training.

The current office our Outreach Assistant resides in cannot accommodate the expansion of programs and resources necessary to provide optimum quality outreach programs and services to Clay County.

5. T. Little motioned to approve the new Clay County Office space. T. Matheny seconded the motion. No discussion-motion passed unanimously.

APPROVAL OF REVISIONS TO THE COALITION'S PERSONNEL POLICIES AND PROCEDURES MANUAL*

Revisions:

HR204 - Employment Reference/Criminal History Checks, 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.

HR403 – Paydays and Direct Deposit, 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.

HR610 – Employment Termination,

- 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.

HR611: Severance Plan and Summary Description

- Added this NEW policy that contains the entire Severance Plan Policy and Employee Severance Agreement.

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.

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.

6. T. Little motioned to approve the revisions to the Coalition's Personnel Policies and Procedures manual. M. Allen seconded the motion- No Discussion-motion passed unanimously.

REVIEW OF BOARD MEMBERSHIP

Informational; no comments.

COMMITTEE ABSENTEEISM LOG

Informational; no comments.

COMMITTEE COMMENT

Dawn updated the Committee on the latest news regarding a potential merger of ELCNF and ELC Duval; that it was unlikely this was being entertained given the State Legislature was nearing the end of its session and there was no further news or action on this. The only discussion of a potential ELC merger in Florida was St. Lucie and IRMO but that it was not part

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of the Legislature's proposed plan. She advised the Committee that she would continue to keep them updated on any issues that surface as the legislative session nears the end on March 9.

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

ADJOURNMENT*

1. T. Little motioned to approve adjournment . T. Matheny seconded the motion. No discussion- motion passed unanimously. Meeting adjourned at 11:08 am

Minutes submitted by Rhonda Cody, Office Manager

V. Staff and Committee Reports

D. Executive Administrative Committee

Consent Agenda:

1. Ratify Approval of November 1, 2017 Exec/Admin Committee Meeting Minutes*
2. Ratify Approval of Accounting and Financial Policies and Procedures Revisions*
3. Ratify Approval of Revisions to the Coalition's Contract Management and Monitoring Policies and Procedures*
4. Ratify Approval of Revisions to the Coalition's Personnel Policies and Procedures Manual*
5. Ratify Approval of Consulting Agreement with Ines Andrade*-**HANDOUT**
6. Ratify Approval of New ELCNF Clay County Office Lease*-**HANDOUT***

***ACTION ITEM**

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.
- 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-

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

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

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

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

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

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

The Scope of Services for this contract is to:

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

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

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

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

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

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

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

Other Information:

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

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

APPROVAL OF DISTRICT SUPERINTENDENT OF SCHOOLS OR DESIGNEE, KRISTI SIMPKINS, 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.

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APPROVAL OF CONSULTING AGREEMENT WITH KIM BRUMFIELD*

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

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

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

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

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

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

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

APPROVAL OF THE AGREEMENT WITH CONTEMPORARY STAFFING SOLUTIONS*- HANDOUT

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

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

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

REVIEW OF BOARD MEMBERSHIP- Informational

Informational; no comments.

COMMITTEE ABSENTEEISM LOG- Informational

Informational; no comments.

COMMITTEE COMMENT

No comment

NEXT MEETING

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

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

ADJOURNMENT*

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

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

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

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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.

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

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.~~

~~1.1.5 Find links to several Federal Single Audit Act resources at the following website: [Federal Single Audit Act Resources](#).~~

~~1.2 State funded~~

- 1.2.1** 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.
- 1.2.2** 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.
- 1.2.3** 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.
- 1.2.4** 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).
- 1.2.5** 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.
- 1.2.6** Find additional information regarding the Florida Single Audit Act at the [Florida DFS website State Single Audit resources](#).

2 Report submission

- 2.1** 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](#).

2.2 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 in 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. 276e)
- 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.

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~~ a~~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, 02/7/18

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:

Separation Benefits	
Years of Service	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: _____

Consulting Agreement

This contract is entered into between **Early Learning Coalition of North Florida, Inc.** hereinafter referred to as the "**Contractor**," and **Ines Andrade**, hereinafter referred to as the "**Consultant**."

I. THE CONSULTANT AGREES:

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

Equal Employment Opportunity (EEO)

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

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

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

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

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

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

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

II. THE CONTRACTOR AGREES:

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

III. THE CONTRACTOR AND CONSULTANT MUTUALLY AGREE:

- A. Effective and ending dates:

1. This contract shall be for the period **2/12/18 to 3/9/18**. This may be extended with an addendum, as deemed necessary by the Contractor.

Week of 2/12/18	30 hours
Week of 2/19/18	16 hours
Week of 2/26/18	16 hours
Week of 3/5/18	16 hours
TOTAL	78 hours

2. This contract can be severed at any time by either the Contractor or the Consultant, without penalty.

B. Services shall be performed as follows:

1. Be available for contract work on an as needed basis.
2. Provide technical assistance as deemed appropriate by the Finance Manager to assist in meeting deadlines for implementation of the MIP Non Profit Funding Accounting Software, as required by the Coalition or the Office of Early Learning.

C. SCOPE OF SERVICES:

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

The CONSULTANT shall fulfill his/her designated responsibilities as outlined within this agreement. The CONSULTANT will be responsible for any additional training needs the CONTRACTOR requests and the CONSULTANT will be responsible for submitting an itemized list of services rendered and time allotted for each service. This itemization will be submitted with the CONSULTANT'S invoice.

IV. **COMPENSATION:**

- A. All hours will be tracked. Tracking documentation **MUST** be submitted with the invoice for reimbursement.
- B. The consultant shall receive compensation, at the rate of \$25 per hour and \$.445 per mile in travel, upon submission of an invoice
- C. Contract value is not to exceed \$2,500.
- D. Consultant will invoice the Contractor on a weekly basis.
- E. The consultant shall be responsible for all taxes, including Social Security and Federal taxes.
- F. **Termination at Will** - This contract may be terminated by any party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by read-receipt e-mail, certified mail-return receipt requested or in person with proof of delivery.
- G. **Termination for Breach** - This contract may be terminated by the Coalition for nonperformance by the Contractor upon no less than a seven (7) calendar day notice in writing to the Contractor. Waiver or breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. In the event of such termination, the Coalition shall be liable for payment only for services rendered prior to the effective date of termination. Contractor shall give the Coalition written notice of any perceived breach and it shall give the Coalition ten (10) business days to cure any perceived breach under the contract.

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

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

Contractor

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

Consultant

Ines Andrade
222 Nottingham Road
South Daytona, FL

Signature
Name: Dawn E. Bell
Title: CEO

Signature
Name: Ines Andrade

te

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made as of the 15 day of February, 2018, by and between Early Learning Coalition of N. FL, whose address is 2450 Old Moultrie Rd ("Lessee"), and Logate LLC, a Florida Corporation whose mailing address is 3620 Peoria Rd Orange Park, FL 32065 ("Lessor").

#103
St. Augustine, FL
32086

WITNESSETH:

The Lessor hereby leases and rents unto the Lessee and the Lessee hereby hires and takes from the Lessor the following described property, ("Leased Premises") to wit:

Space designated as Suite B comprising approximately 630 rentable square feet, Schedule A attached hereto and made a part hereof, located at, 3620 Peoria Rd, Orange Park, FL 32065, such building and any other building forming a part of the office complex and related facilities owned by the Lessor being herein referred to as the Project located in the County of Clay, State of Florida.

1. TERM:

Lessee to have and to hold above described premises for a term of 12mths commencing on the 15 () day of February, 2018, and ending on the Jan. day of 31st 2019, on the terms and conditions as set forth herein.

2. RENTS:

(a) Base Rent. Lessee hereby covenants and agrees to pay as monthly base rent:

<u>Rental Period</u>	<u>Monthly Base Rent</u>	<u>Sales Tax</u>	<u>Total</u>
<u>12mths</u>	<u>\$ 700.00</u>		<u>\$ 700.00</u>

Made payable in lawful United States currency, and beginning on the commencement date of this Lease and on the first day of each and every month thereafter throughout the term of this Lease as follows: Rent shall be paid to the Lessor without Logate LLC set off or deduction to:

First month's rent shall be paid in advance.

In order to defray the additional expenses involved in collecting and handling delinquent payments, Lessee shall pay on demand in addition to any rent due hereunder a late charge equal to Fifty Dollars and Zero Cents (\$50.00) if rent is not paid by the tenth (10th) of the month. Lessee acknowledges that this charge is made to compensate Lessor for additional cost incurred by Lessor as a result of Lessee's failure to pay when due, and is not a payment for the extension of the rent due date. Failure of Lessor to insist upon the payment of the late charge, isolated or repeated, shall not be deemed a waiver of Lessor's rights to collect such charge for any future delinquencies.

If Lessee's possession commences on other than the first day of the month, Lessee shall occupy the Leased Premises under the terms and provisions of this Lease. Rent for the pro-rata portion of said month shall be paid and the term of this Lease shall commence on the first day of the month following that in which possession is given.

(b) Operating Expenses. Lessee shall pay as Additional Rent its pro-rata share of all increases in operating expenses (as hereinafter defined) after Base Year 2018 Operating Expenses. The Lessor and Lessee agree that no additional rent shall be payable during the initial year of the term of this Lease. Therefore, Lessee shall pay as Additional Rent the pro-rata share of any increases in operating expenses above the actual expenses of Base Year 2018 Lessee's share of any operating expense increase will be _____ %, that is _____ square feet divided by _____ square feet. An operating expense budget

shall be submitted to Lessee by December 31 (or a reasonable time thereafter) of each lease year, outlining Lessor's anticipated operating expenses for the Project during the next calendar year and Lessee's pro-rata share of these operating expenses. Commencing with January's rent payment date and until further notice from Lessor of any adjustment, Lessee shall remit as Additional Rent one-twelfth (1/12) of the anticipated increases in operating expenses in addition to the scheduled Base Rent. Lessee's share of said increase shall be equal to that proportion of the total rentable area of the Project which the Leased Premises represents, and is agreed to be % of such increase. Lessee's anticipated pro-rata share for the first and last lease years shall be prorated based on the number of days of those lease years coinciding with the calendar year budget then in effect.

(c) Definition of Operating Expenses. The term "operating expenses" shall be deemed to include, but not limited to, the following costs incurred in the normal operating, preventive and corrective maintenance and repair of the office complex and any parking lot, garage, landscaping and other common areas used in conjunction therewith, whether paid to employees of Lessor or to independent suppliers or contractors engaged by Lessor: wages and salaries, taxes imposed in respect to wages and salaries (including social security, unemployment insurance and disability insurance), fringe benefits, and worker's compensation insurance with respect to such wages and salaries; full costs of fees, expenses and charges such as management fees, janitorial services, security guards, garage cleaning, window washing, rubbish removal, elevator preventive and corrective maintenance, air conditioning maintenance, water treatment, filter replacement, inspection and maintenance of turbine equipment, pumps and piping, supply and cleaning of uniforms and work clothes, cost of utilities, including electricity and gas consumed in the operation and maintenance of the Project, water charges, sewer charges, pressure vessels, sprinkler leakage, water damage, legal liability, public liability and property damage, accidental breakdown or malfunction of machinery, air conditioning systems and heating systems and electrical fixtures and apparatus, pest control service, building supplies, insurance premiums, real estate taxes, including any special assessments levied against the property, interior and exterior building preventive and corrective maintenance, grounds and parking lot or garage preventive and corrective maintenance, repair and general maintenance not of a capital nature; and the cost of all supplies and taxes imposed in any one or more of the foregoing.

The term "operating expenses" shall not include the cost of any repair or replacement, which, by sound accounting practices, should be capitalized. In this connection, the decision of Lessor's accountants shall be final.

(d) Statement and Payment of Expenses. On or before October 31, (or within a reasonable time thereafter), following the base year and each year thereafter during the term of the lease and the month in which the Lease terminates, Lessor shall deliver to Lessee a statement setting forth the amount of operating expenses paid or incurred by Lessor, directly or indirectly, during the immediately preceding calendar year; and in the case of the month of termination based upon an annualization of such expenses incurred through the month preceding the month of termination and, except in the case of the statements for the base year, comparable figures for the base year. Said statement shall delineate Lessee's actual pro rata share of the demonstrated increases in operating expenses for said preceding calendar year or annualized period in relation to the base year. Within thirty (30) days after delivery of said statement, other than the statement immediately following the base year, Lessee shall pay to Lessor as Additional Rent Lessee's share of such increases in operating expenses not previously collected. If the term of the Lease Agreement begins after January 1, or ends prior to December 31, Lessee's share of the increase in operating expenses shown on the statement delivered at the end of such year shall be reduced proportionately and paid as aforesaid. In the event Lessee's share of such increases in operating expenses is less than the amount previously anticipated and collected by Lessor, Lessee's share of anticipated increases in operating expenses scheduled for the calendar year shall be reduced proportionately or in the event the Lease Agreement has terminated any excess shall be applied to sums owed to Lessor, and if none, then shall be remitted to Lessee.

3. USE AND POSSESSION:

(a) Use. It is understood that the Leased Premises are to be used for ' Office '.

(b) Possession. The Lessor agrees to have the Leased Premises completed and ready for possession on or before the above commencement date barring strikes, insurrection, Acts of God and other casualties or unforeseen events beyond the control of the Lessor. If Lessor is unable to give possession of the Leased Premises on the date of the commencement of the initial term of this Lease Agreement by reason of the holding over of any prior Lessee or Lessees, incomplete construction, or for any other reason, unless the same shall result from causes attributable to the Lessee, an abatement or

diminution of the rent to be paid hereunder, for the period of time Lessor is unable to give possession, shall be allowed Lessee and the term of the Lease shall be extended beyond the agreed expiration date by the number of days possession was delayed and said abatement of rent shall be the full extent of Lessor's liability to Lessee for any loss or damage to Lessee on account of said delay in obtaining possession of the Leased Premises. If the Leased Premises have not been tendered ninety (90) days after the scheduled commencement date, Lessee shall have the right to terminate this Lease after fifteen (15) days written notice to the Lessor.

(c) Expiration of Term. The Lessee, at the expiration of the term shall deliver up the Leased Premises in good repair and condition, damages beyond the control of the Lessee, reasonable use, ordinary decay, wear and tear excepted.

4. ACCEPTANCE OF PREMISES:

Lessee accepts the Leased Premises "as is".

5. SALES AND USE TAX:

Any sales, use or other tax, excluding State and /or Federal Income Taxes, now or hereafter imposed by the United States of America, the State, or any political subdivision thereof, shall be paid monthly or annually as required as Additional Rent by the Lessee notwithstanding the fact that such statute, ordinance or enactment imposing the same may endeavor to impose the tax on the Lessor, and Lessee's Base Rent shall be increased by an amount sufficient to pay any such tax or taxes. The sale or use tax now imposed in the State of Florida is ~~seven percent~~ $5.8 + 1\%$.

6. NOTICES:

For purpose of notice or demand, the respective parties shall be served by certified or registered mail, addressed to the Lessee at the Leased Premises or addressed to Lessor at: 3620 Peoria Rd, Orange Park FL 32065

7. ORDINANCES AND REGULATIONS:

The Lessee hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, Officers or Boards of the City, County or State having jurisdiction over the Leased Premises, and with all ordinances and regulations or governmental authorities wherein the Leased Premises are located, at Lessee's sole cost and expense, but only insofar as any of such rules, ordinances and regulations pertain to the manner in which the Lessee shall use the Leased Premises; the obligation to comply in every other case, and also all cases where such rules, regulations and ordinances, required repairs, alterations, changes or additions to the Project (including the Leased Premises) or building equipment, or any part of either, are hereby expressly assumed by Lessor, and Lessor covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances, with which Lessee has not herein expressly agreed to comply. Said Leased Premises shall not be used for any unlawful purpose nor shall it be used so as to constitute a nuisance. This building has fire extinguishers, smoke detectors, and emergency lighting in place.

8. SIGNS:

Lessee will not place any signs or other advertising matter or materials on the exterior or the interior of the Leased Premises where they can be seen from the exterior of any portion of the Leased Premises without the prior written consent of the Lessor. If Lessor approves the use of exterior signage by the Lessee, the Lessee will be responsible for signage installation, maintenance, cost of electricity, and any damage occurring to the building if the signage is removed for any reason.

9. UTILITIES:

The Lessee shall pay all costs of water, waste removal, gas, electricity, fuel, light, power and all other utilities furnished to the Leased Premises or used by Lessee in connection therewith and whether such utility costs be determined by separate metering or sub-meters. Lessee is responsible for the payment of all pest, custodial and sanitary control expenses. Lessee, shall at Lessee's sole cost and expense, keep the Leased Premises and every part thereof in its presently existing condition excepting only ordinary wear and tear. Lessee's obligation therefore shall include, without limitation, the maintenance, replacement

Meter X, 014

and repair of all interior build-out including plumbing, pipes, electrical wiring and conduits, lighting, and the heating and air conditioning system servicing the premises. Lessee is also responsible for all damage to windows, doors, or other perimeter surfaces that result from break-ins, vandalism or similar events. Lessee agrees to contract with a Lessor selected vendor or to enter into a service contract with a reliable, certified heating and air conditioning company to maintain these units and keep them in good working order. Lessee shall furnish Lessor a copy of the service contract, and upon request of Lessor, shall also furnish copies of routine maintenance reports or invoices. Lessee shall, upon expiration or sooner termination of this Lease, surrender the Leased Premises to the Lessor in its existing condition, broom clean, ordinary wear and tear only excepted.

The Lessor, at its sole cost and expense, will keep the roof, load bearing walls and windows of the Leased Premises in good condition and reasonable state of repair, unless such maintenance and repair are caused, in whole or in part, by the act, neglect, fault or omission of any duty by the Lessee, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Lessee shall pay to Lessor the actual cost of such maintenance and repair. The Lessee, its agents, servants, employees and invitees shall not be permitted upon the roof of the Leased Premises for any reason without the Lessor's prior written consent. Lessor shall have no obligations with respect to maintenance or repair of the roof if Lessee, its agents, servants, employees or invitees enter upon the roof of the Leased Premises without such prior written consent regardless of whether such entry caused or necessitated the need for such repair or maintenance. Lessor shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Lessor by Lessee.

10. ALTERATIONS:

Lessee shall maintain Leased Premises and every part thereof in good repair and condition, damage thereto by fire, windstorm, Acts of God, reasonable wear and tear or the elements excepted. Lessee shall not make or suffer to be made any alterations, additions or improvements to or of the Leased Premises or any part thereof without prior written consent of Lessor. In the event Lessor consents to the proposed alterations, additions or improvements, the same shall be at the Lessee's cost and expense and Lessee shall hold the Lessor harmless on account of the cost thereof. Any such alterations shall be made at such times and in such manner as not to unreasonably interfere with the occupation, use and enjoyment of the remainder of the building by the other tenants thereof. If required by Lessor, such alterations shall be removed by Lessee upon the expiration or sooner termination of the term of this Lease.

Lessee agrees not to suffer or permit any lien of any mechanic or materialman to be placed or filed against the Project or the Leased Premises. In case any such lien shall be filed, Lessee shall immediately satisfy and release such lien of record. If Lessee shall fail to have such lien immediately satisfied and released of record, Lessor may, on behalf of Lessee, without being responsible for making any investigation as to the validity thereof, pay the amount of said lien and Lessee shall promptly reimburse Lessor therefore. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon Lessor's title or interest in the Property, and any and all liens and encumbrances created by Lessee shall be attached to Lessee's leasehold interest only.

11. QUIET ENJOYMENT:

The Lessor covenants and agrees that Lessee, on paying said rent and performing the covenants herein, shall and may peaceably and quietly hold and enjoy the said Leased Premises for the term aforesaid.

12. LESSOR'S RIGHT TO INSPECT AND ENTER:

The Lessor shall have the right, at reasonable times and with twenty four (24) hours prior notice, during the term of this Lease, to enter the Leased Premises for the purpose of examining or inspecting same and of making such repairs or alterations therein as the Lessor shall deem necessary, and may, at any time within six (6) months immediately preceding the expiration of the specified term, show the Leased Premises to others for the purpose of rental and may affix to suitable parts of the Leased Premises a notice of Lessor's intention to Lease or sell the Leased Premises.

13. FIRE AND CASUALTY:

If the Leased Premises are damaged by fire or other casualty, Lessor will promptly repair the damage and restore the Leased Premises to their condition immediately prior to the occurrence of the casualty, but only to the extent possible within the limitation of the available insurance proceeds. (If the reasonable time for completing any such restoration or repair is ninety (90) days or longer, either party shall have the option to terminate this Lease Agreement by giving notice of termination to the other party. That notice shall be given within fifteen (15) days after the date of the casualty. If the damage or destruction to the Leased Premises occurs within six (6) months of the expiration of the then existing term of the Lease or if the damage or destruction to the Leased Premises is so substantial that it has effectively destroyed the Leased Premises totally, either Lessor or Lessee may, at their option, terminate the Lease by giving written notice to the other party within fifteen (15) days after the date of the casualty. If the Leased Premises are damaged by fire or other casualty, the rent shall abate until the Leased Premises are restored or until the Lease is terminated in accordance with this paragraph. The abatement shall be in proportion to the impairment of the use that Lessee can reasonably make of the Leased Premises. The Lessor shall not be liable for any inconvenience or interruption of business of the Lessee occasioned by fire or other casualty.

14. CONDEMNATION:

If any part of the Leased Premises is taken by eminent domain, Lessor may at its sole option, terminate the Lease by giving written notice to Lessee within sixty (60) days after the taking, or if by reason of any such taking, Lessee's operation on the Leased Premises is materially impaired, Lessee shall have the option to terminate this Lease Agreement, by giving written notice to Lessor within sixty (60) days after the taking, and the rent will be adjusted as of the date of the notice. If the Leased Premises are damaged or if access to the Leased Premises is impaired by reason of such taking and neither Lessor nor Lessee elects to terminate this Lease Agreement, Lessor will promptly rebuild or repair the damage to the extent possible within the limitations of the available condemnation awards. All condemnation awards belong to Lessor, except those specifically awarded to Lessee for its separate property and fixtures.

15. ASSIGNMENTS AND SUBLEASE:

Lessee shall not mortgage or assign this Lease Agreement or sublet the Leased Premises without the prior written consent of Lessor. No assignment shall relieve Lessee of its obligations under this Lease Agreement. The Lessor's consent to any subletting by Lessee shall not be unreasonably withheld.

16. HOLDOVER:

Any holding over by the Lessee after the expiration of this Lease shall be construed as a Tenancy at Sufferance, unless such occupancy is with the written consent of the Lessor, in which event the Lessee will be a tenant from month to month, upon the same terms and condition of this Lease, except the base rent shall be at one hundred fifty percent (150%) for such holdover period. Acceptance by the Lessor of rent after such termination shall not constitute a renewal.

17. SUBORDINATION:

This lease shall be subject and subordinated at all times to the terms of any ground or underlying lease which now exists or may hereafter be executed affecting the Leased Premises, and to the liens of any mortgages or deeds of trust in any amount(s) whatsoever now existing or hereafter encumbering the Leased Premises, without the necessity of having further instruments executed by the Lessee to effect such subordination. Notwithstanding the foregoing, Lessee covenants and agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to such ground or underlying leases and to the lien of any such mortgages or deeds of trust as may be requested by Lessor. In the event of termination for any reason whatsoever of any underlying lease, Lessee shall automatically be and become the Lessee of such underlying Lessor and shall attorn to such underlying Lessor at his request or at the option of any first mortgage or deed of trust holder. So long as the Lessee hereunder shall pay the rent reserved and comply with, abide by and discharge the terms, conditions, covenants, and obligations on its part, to be kept and performed hereunder and shall attorn to the successor in title notwithstanding the foregoing, the peaceable possession of the Lessee in and to the Leased Premises for the term of this Lease, shall not be disturbed, in the event of the foreclosure of any such mortgage or deed of trust, by the purchaser at such foreclosure sale or such purchaser's successor in title.

18. INDEMNITY AND INSURANCE:

(a) Indemnity. Lessee will save Lessor harmless and indemnify Lessor from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury or loss or damage of whatever nature including property damage (1) caused by or resulting from, or claimed to have been caused by or to have resulted from, wholly or in part, any act, omission or negligence of Lessee or anyone claiming under Lessee (including, but without limitation subtenants, concessionaires, agents, employees, servants and contractors of Lessee or its subtenants or concessionaires), no matter where occurring, or (2) occurring in, upon, or at the demised premises, no matter how caused or (3) arising out of the occupancy or use by the Lessee of the demised premises or any part thereof. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liability incurred in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or the defense thereof. If Lessee or anyone claiming under Lessee or the whole or any part of the property of Lessee shall be injured, lost or damaged by theft, fire, water or steam or in any other way or manner whether similar or dissimilar to the foregoing, no part of said injury, loss or damage is to be borne by the Lessor or its agents. Lessee agrees that Lessor shall not be liable to Lessee or anyone claiming under Lessee for any injury, loss, or damage that may be caused by or result from the act, omission, default or negligence of any persons occupying adjoining premises or any other part of the Building or property. In case the Lessor shall without fault on its part, be made a party to any litigation commenced by or against Lessee, the Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in connection with such litigation. Lessee shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this Lease.

(b) Insurance. Lessee will maintain public liability insurance with respect to Leased Premises, naming Lessor and Lessee as insureds, with a combined single limit of not less than one million dollars (\$1,000,000.00) on an occurrence basis with respect to both bodily injury and property damage. Lessee shall deliver to Lessor a Certificate of Insurance at least fifteen (15) days prior to the commencement of the term of this Lease and renewal Certificate at least fifteen (15) days prior to the expiration of the Certificate it renews. Said Certificates must provide for thirty days notice to Lessor in event of material change or cancellation. Lessee also agrees to maintain during the term hereof, broad form coverage on Lessee's personal business property and improvements and betterments.

(c) Waiver of Subrogation. Neither party shall be liable to the other for loss or damage, caused by fire or any other peril insured against under standard extended coverage insurance even though the loss of or damage is caused by the party's negligence. Each insurance policy carried by Lessor and Lessee in accordance with this paragraph shall contain a provision by which the insurance company shall waive all right of recovery by subrogation against the other party or loss or damage to the insured property.

19. CONSTRUCTION OF LANGUAGE:

Words of any gender used in the Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires. The paragraph headings and titles are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

20. DEFAULT:

(a) Events of Default. The happening of any one or more of the following listed events shall constitute a breach of this Lease Agreement on the part of Lessee:

- (1) The failure of Lessee to pay any rent payable under this Lease Agreement within ten days of the due date, thereof;
- (2) The failure of Lessee to fully and properly comply with any term or provision hereof;
- (3) The filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt or the adjudication in bankruptcy of Lessee under any bankruptcy law or act;
- (4) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets, or business of Lessee;

(5) The assignment by Lessee of all or any part of its property or assets for the benefit of its creditors; or

(6) The levy, execution, attachment or other of property, assets or of the leasehold interest of Lessee by process of law or otherwise in satisfaction of any judgement, debt or claim or the abandonment of the Leased Premises by the Lessee.

(b) Remedies. Upon the happening of any event of default, Lessor shall first give Lessee at least fifteen (15) days prior notice of the default and, if Lessee fails to cure the default within the fifteen (15) days following the notice of default, then Lessor may declare the entire balance of the rent for the remainder of the term to be due and payable and Lessor shall have a lien on the personal property of the Lessee which is located on the Leased Premises and in order to protect its security interest in the said property Lessor may lock up the Leased Premises or may terminate the lease and retake possession of the Leased Premises or enter the Leased Premises and relet the same without termination.

(c) Attorney's Fees and Costs. The parties hereto agree that in the event either of the parties hereto are required to institute legal proceedings to enforce any of the terms, covenants and conditions of this Lease, the prevailing party shall be entitled to be reimbursed for all reasonable attorney's fees incurred (including appellate fees), as well as court costs.

(d) No Waiver by Lessor. Nothing herein contained shall be deemed to be a waiver by Lessor of its statutory lien to rent, and the remedies, rights and privileges of Lessor in the case of default of Lessee as set forth above shall not be exclusive and in addition thereto Lessor may also exercise and enforce all its rights at law or in equity which it may otherwise have as a result of Lessee's default hereunder. Lessor is herein specifically granted all of the rights of a secured creditor under the Uniform Commercial Code with respect to the property in which Lessor has been granted a security interest by Lessee.

21. NOTICE OF TERMINATION NOT REQUIRED:

Notwithstanding any provision of law or any judicial decision to the contrary, no notice shall be required to terminate the term of this Lease Agreement, or extension hereof, on the date herein specified, and the term hereof shall expire on the date herein provided without notice being required from either party.

22. SUCCESSORS AND ASSIGNS:

This Lease shall bind and endure to the benefit of the successors, heirs, and assigns of the parties hereto.

23. RELATIONSHIP OF THE PARTIES:

Nothing herein contained shall be deemed or constituted as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto; it being understood and agreed that neither the method of computing rent nor a provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Lessor and Lessee.

24. ENTIRE AGREEMENT:

It is agreed between the parties that neither Lessor nor Lessee nor any of their agents have made any statement, promises, or agreements verbally or in writing in conflict with the terms of this Lease Agreement. Any and all representations by either of the parties or their agents made during negotiations prior to the execution of this Lease Agreement and which representations are not contained in the provisions hereof shall not be binding upon either of the parties hereto. It is further agreed that this Lease Agreement contains the entire agreement between the parties and no rights are to be conferred upon either party until this Lease Agreement has been executed by Lessee and Lessor.

25. MODIFICATIONS:

No modification, alteration, or amendment to this Lease Agreement shall be binding unless in writing and executed by the parties hereto, their heirs, successors or assigns.

26. SECURITY DEPOSIT:

The Lessee has deposited with the Lessor an amount equivalent to the last month's rent under the terms of this lease including seven percent (7%) Florida State Sales Tax. The Lessor acknowledges receipt of this deposit. If at any time the Lessee shall be in default under the terms of this lease than the Lessor shall have the right to use this deposit in payment of reasonable expenses in curing the default. In the event that said deposit shall not be utilized for such purpose then the deposit shall be refunded to the Lessee within seven (7) days of Lessee's vacating the Leased Premises. In no event shall Lessee be entitled to interest on said deposit, except to the extent required by applicable law.

27. PROVISIONS SEVERABLE:

If any term or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Lease Agreement shall be valid and be enforceable to the fullest extent permitted by law.

28. NO RECORDING:

This Lease Agreement shall not be recorded in the public records without Lessor's prior written consent.

29. LAW AND VENUE:

This Lease Agreement shall be enforced in accordance with the laws of the State of Florida. The agreed upon venue is Orange Park, Clay County, Florida.

30. RULES AND REGULATIONS:

Lessee agrees to observe reasonable rules and regulations adopted by the Lessor. Insofar as the rules and regulations conflict with any of the terms and provisions of this Lease Agreement, the terms and provisions of this Lease shall control.

31. ACCESS:

Lessee shall have access to the Suite twenty four (24) hours a day, seven (7) days a week.

32. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Lessor agrees to have the building periodically checked to insure that levels of radon do not exceed Federal and State guidelines. Lessor shall notify Lessee, immediately, if radon levels are detected to be at or near to levels deemed unacceptable by Federal or State guidelines. Additional information regarding radon and radon testing may be obtained from your county public health unit.

33. BROKER'S COMMISSION:

Lessee covenants, represents and warrants that Lessee has had no dealings or negotiations with any Broker, or Agent other than _____ of Discover Realty Inc. or Discover Property Management Inc., in connection with the consummation of this lease. Lessee covenants and agrees to pay, hold harmless and indemnify Lessor from and against any and all costs, expenses (including reasonable attorneys' fees before trial, at trial, and on appeal) or liability for any compensation, commissions, or charges claimed by any broker or agent, other than the Brokers set forth in this paragraph with respect to this Lease or the negotiation thereof.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Lease to be duly executed as of the date first above written by their respective officers thereunto duly authorized.

Signed, sealed and delivered
in the presence of:

Lessee:

Lessee:

(Lessor)

By:

Title:

- A Electric has meter in storage closet - will be Read
either monthly or quarterly - checks made out to Clay Electric
- B. Lessee acknowledges this office space is not handicap accessible.
- C. Lessee is to contact security company to set up/change
the code. To Pay National Alarm quarterly in the amount
of \$ 80.25.
- D. A Keyless entry is allowed to be installed
- E. A temporary Ramp will be allowed once plans are approved
by owner
- F. The unit is on a septic system.



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8012691422C-8	07/31/2017	07/31/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EARLY LEARNING COALITION OF
NORTH FLORIDA INC
2450 OLD MOULTRIE RD STE 103
ST AUGUSTINE FL 32086-3100

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

EARLY LEARNING COALITION OF NORTH FLORIDA, INC.
and
INTERRA-SKY FLEMING ISLAND, LLC

ATTACHMENT I – ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS

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

*pages 1-11
I have not acknowledged
by Logate LLC.*

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

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

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted.

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

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

INTERRA-SKY FLEMING ISLAND, LLC
1845 Town Center Blvd.
Fleming Island, FL 32003

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

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

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

E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

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

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

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

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

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

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

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with section 106(g) of the

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

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

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

I. CERTIFICATION REGARDING IMMIGRATION STATUS

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

J. CERTIFICATION REGARDING STANDARDS OF CONDUCT

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

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

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

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

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

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

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

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

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

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

O. ENERGY EFFICIENCY

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

P. SCRUTINIZED COMPANIES LISTS

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

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

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

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

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

When applicable, (all construction or repair contracts awarded by the Coalition in excess of \$2,000) the CONTRACTOR agrees to comply with the Copeland Anti-kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by the Department of Labor (29 CFR Part 3). The Act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

S. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

T. ACCESS TO RECORDS

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

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

Printed Name and Title of Authorized Representative

Signature

Date

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VII. New/Unfinished Business

A. Approval of the St. Johns County 18/19 Funding Application for ELCNF*

*** ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of the St. Johns County United Way Application REQUIRES RETROACTIVE APPROVAL TO February 7, 2018.
Reason for Recommended Action	United Way requires that the grant application we are submitting to help meet our matching funds requirement is board approved If this is not done, the following would occur: <ul style="list-style-type: none">• The Coalition would not have sufficient match for St. Johns County
How the Action will be accomplished	Board approval

Community Impact

2018/19 - Funding Application

Funding Application Status: Completed / Ready to Submit

Early Learning Coalition of North Florida Inc

Counterterrorism Compliance

COUNTERTERRORISM COMPLIANCE

Organization Name: Early Learning Coalition of North Florida Inc

This Organization is not on any federal terrorism “watch lists,” including the list in Executive Order 13224, the master list of specially designated nationals and blocked persons maintained by the Treasury Department, and the list of Foreign Terrorist Organizations maintained by the State Department.

Comply

This Organization does not, will not and has not knowingly provided or collected funds or provided material support or resources with the intention that such funds or material support or resources be used to carry out acts of terrorism.

Comply

This Organization does not, will not and has not knowingly provided financial, technical, in-kind or other material support or resources* to any individual or entity that is a terrorist or terrorist organization, or that supports or funds terrorism.

Comply

This Organization does not, will not and has not knowingly provided financial or material support or resources to any entity that has knowingly concealed the source of funds used to carry out terrorism or to support Foreign Terrorist Organizations.

Comply

This Organization does not regrant to organizations, individuals, programs and/or projects outside of the United States of America with out compliance with IRS guidelines.

Comply

This Organization takes reasonable, affirmative steps to ensure that any funds or resources distributed or processed do not fund terrorism or terrorist organizations.

Comply

This Organization takes reasonable steps to certify against fraud with respect to the provision of financial, technical, in-kind or other material support or resources to terrorists and terrorist organizations.

Comply

I certify on behalf of the Yes

**Organization listed above
that the foregoing is true.**

Early Learning Coalition of North Florida Inc

Basic Agency Information

Agency Name	Early Learning Coalition of North Florida Inc
Mailing Address	2450 Old Moultrie Rd Ste 103, St Augustine, FL, 32086, U.S.A.
Phone	(904) 342-2267
Chief Professional Officer	Dawn Bell, phone: (904) 342-2267, email: dbell@elcnorthflorida.org
Application Contact	Dawn Bell, phone: (904) 342-2267, email: dbell@elcnorthflorida.org

Partnership Support

Did your Agency conduct an annual United Way-SJC workplace campaign in 2017-18? Yes

If yes, what was the percentage of participation? 100.00

Can you describe how the campaign was implemented? Special events, promotions or activities?

We had a team builder and wrapped the campaign in as a part of that process. Our staff understand the incredible importance of United Way and Community as well as our Board. We also buy tickets to most events for both staff and board to attend.

Were Board members and volunteers included in this year's campaign? Yes

Certified Agencies are encouraged to include the United Way-SJC logo and messaging whenever possible such as in newsletters, letterhead, brochures, reports, websites and e-letters. Did your agency do so in 2017-18.

Yes

If yes, please list examples:

On our letterhead and website.

Will your Agency refrain from fundraising activities between September 1 and November 1, 2018? This includes mass mailings and special event functions?

Yes

If no, please describe the event or effort and why?

Early Learning Coalition of North Florida Inc

Agency Budget

Revenue

	Prior Year Actual	Current Year Projected	Next Year Proposed
UW Grant - Funding	25,000.00	25,000.00	25,000.00
Gov. Funding - County	133,712.00	133,712.00	134,400.00
Gov. Funding State	28,525,041.00	29,238,167.00	29,969,121.00
Contributions / Donations	7,487.00	2,500.00	2,500.00
Special Events	9,054.00	7,500.00	7,500.00
Investment Income	595.00		
Other Income	0.00	0.00	0.00
Total	28,700,889.00	29,406,879.00	30,138,521.00

Expense

	Prior Year Actual	Current Year Projected	Next Year Proposed
Salaries	361,418.00	383,103.00	406,089.00
Employee Benefits	90,570.00	95,776.00	101,522.00
Payroll Taxes	27,297.00	30,000.00	42,373.00
Professional Fees and Contracts	10,732.00	11,200.00	11,750.00
Occupancy	35,679.00	48,000.00	52,500.00
Specific Assistance for Individuals	28,061,876.00	28,721,150.00	29,399,498.00
Supplies/Equipment	28,860.00	29,400.00	30,789.00
Membership Dues / Support to Affiliate Org.	10,990.00	12,000.00	12,000.00
Program Expenses	73,467.00	76,250.00	82,000.00
Other Expenses	0.00	0.00	0.00
Total	28,700,889.00	29,406,879.00	30,138,521.00

	Prior Year Actual	Current Year Projected	Next Year Proposed
Surplus or (Deficit)	0.00	0.00	0.00

Early Learning Coalition of North Florida Inc

Agency Budget Narratives

Agency Budget Narratives

Please select your agency's budget fiscal year: July to June

Does your agency send any money such as membership dues to your national headquarters? No

And if so how much? 0.00

What benefits do you receive for your support?

N/A

Were there any significant findings in your most recent audit? No

If yes, how were they addressed?

N/A

Early Learning Coalition of North Florida Inc - School Readiness Child Care Subsidy

Basic Program Information

Program Name	School Readiness Child Care Subsidy
Primary Address	2450 Old Moultrie Rd, Suite 103, St. Augustine, Florida , 32086, U.S.A.
Primary Contact	Dawn Bell, phone: (904) 342-2267, email: dbell@elcnorthflorida.org
Total Amount Requested 2018/19	25,000.00
Impact Area	Childhood Success

Partners agree to inform UW-SJC of any significant change in a funded program including but not limited to the following: change in program location, in program or agency financial position, change in program director, change in major program components/service delivery mechanisms, etc.

Yes

Program Narratives

Please provide a detailed description of this program,

The School Readiness (SR) program assists low income parents with the cost of quality child care but requires a 6% match to draw down state and federal funds. Our target populations are low income parents who are unable to afford the child care they need in order to work or go to school. The lack of affordable care puts these parents at risk of unemployment and unable to attend classes that would increase their ability to obtain high wage jobs. Our largest source of referrals comes from child care providers that are participating in the SR and by parents currently receiving services.

Our intake office is on the bus line and is centrally located at 5 Clark St. in St. Augustine. We accept appointments and have walk-in hours daily so that parents may come in at a time most convenient to them. Our hours are from 8:00 to 5:00 Monday through Friday but we will make special arrangements for parents if necessary.

In the SR program families are found eligible by meeting with our contractor, Episcopal Children's Services and presenting proof of income, residency, etc. Preschool children are given priority over school age children but both can be served as funding permits. Parents are given other resources at this time to help fully address the family's needs. Payment is made directly to providers to ensure funds are used as intended. Parents are assigned a parent fee which does not exceed 10% of the family's income. This fee is collected by the child care provider.

How will your program create opportunities for a better life for all?

According to the National Women's Law Center, "High-quality child care is essential to enable parents to get and keep a job and to provide children a strong start toward success in school and life. As a result, child care strengthens our country's economy. " Unfortunately many lower income families cannot afford high quality child care on their own. However, with child care assistance, known in Florida as School Readiness, low income parents are able to afford high quality child care which allows them to work or go to school. By reducing the financial strain of paying the full cost of child care, parents are able to provide stable homes and supportive environments for children and the family as a whole, reducing homelessness and food insecurity. Additionally, with School Readiness services, the children of economically disadvantaged parents can attend quality child care programs where they gain the knowledge and skills

needed to be ready for success in school. Investments in quality childcare can provide better, more equitable long-term outcomes for children of divergent economic backgrounds according to the Center for American Progress. Children can attend child care programs with other children from all economic levels since parents can choose any legally operating, contracted program. Without School Readiness a single mother earning 100 to 199% of the Federal Poverty Level spends over 33% of her income on childcare. SR reduces this to 10% on average.

Identify the target population

Our target population is low income working parents and their children. These families have incomes at or below 150% of the Federal Poverty Level at entry into the program and up to 200% thereafter. These are the same families identified in the ALICE report for St. Johns County which shows that a ALICE family of 4 with one infant and one preschool child would pay \$1,052 a month for child care while that family's monthly income if living at the poverty may only be \$2,020.

Utilize local, state and/or national data to state the need. Why is this needed in our community? (Not all are required.)

Local	Parents receiving School Readiness are 4 times as likely to be employed as those on our waiting list.
State/Regional	According to Child Care Aware, the cost of care for an infant in Florida is \$8,694 while the cost of public college tuition for one year is \$6,351
National	The Committee for Economic Evelopment finds that high-quality early childhood programs contribute to stronger families & greater economic development

What will happen if we DON'T have this program? What are the effects (short- and long-term) on our community?

If we do not have School Readiness in our community, it will have an immediate impact on lower income families' ability to work and go to school. Likely they will be forced to leave the workforce and depend on public assistance. It will also impact their children's preparedness for kindergarten and school success. In the long run it will mean that these families will have less of a chance to get out of poverty and their children will have even a lessor chance of success in school and be more likely to repeat the cycle of poverty with their own future families. The Center for American Progress sites a study that found about one in four families lost or quit their jobs while on the wait list for SR. This is consistent with our own surveys.

Describe your collaboration efforts specific to this program.

With whom do you collaborate?

The ELC collaborates formally and informally with most of the non-profits in St. Johns County. The following is a list of agencies that we work with on a regular basis:

- St. Johns County School District
- CareerSource
- The Homeless Coalition
- Betty Griffin House
- Family Integrity
- Healthy Start
- Florida Diagnostic and Research System (FDLRS)
- United Way 211
- Department of Children and Families

How?

We collaborate by referring families to the School District so that they may access the School District's early learning programs such as VPK and Head Start when appropriate. We also accept referrals to provide school readiness services from CareerSource, DCF, Family Integrity, Home Again St. Johns, the Betty Griffin House and Healthy Start. Additionally, we screen children for developmental delays and if a delay is suspected we refer the child to FDLRS for further testing with the parent's permission.

Why?

We collaborate with other agencies for many specific reasons but generally our collaborations occur so that we can serve those who need our services most and give our clients as much assistance as possible. Collaborations help us use our resources wisely and efficiently and therefore increase the impact we have in the community as a whole.

For example when we accept referrals from CareerSource, they are for parents that are applying for or receiving cash assistance while they complete job training or search. Without childcare both of those things are impossible. Home Again St. Johns may give us a referral to provide child care for a family experiencing homelessness. They need child care to find and keep employment also but the children of the homeless have a special need to be in a safe, nurturing environment during the day. This is also true of the referrals that we accept from Betty Griffin House that serves women who are victims of domestic violence.

DCF refers families to us for childcare when there is or when it is suspected that abuse or neglect may have occurred in the home. Access to child care for these families may help reduce the stress in the household and also provides the children with a safe haven during the day as well as another set of eyes to be sure the children are no longer suffering from any abuse.

Family Integrity refers foster children to us for SR services. By providing child care services, foster families are able to work and this encourages more families to become foster families since they will not have to give up their jobs to do so.

We may refer a child with special needs to the School District's Title 1 programs or Head Start which will have the resources needed to be the most help to the child. If it is clear that the family itself needs more than child care to be successful, Head Start may be the best program for them since in addition to early childhood education, Head Start helps families make and reach goals and provides other family supports.

Our partnership with FDLRS ensures that children who may have learning delays are screened and tested early so that interventions can be successful even prior to the child beginning formal education in many cases. This helps ensure a child's success in school.

When we refer families to the Salvation Army or others for emergency food assistance or help with utility bill or other services, we are helping these families care for their children and weather a temporary crisis that can set lower income families back even further. Sometimes just knowing how to get this help will prevent a family from becoming homeless or losing their job.

Overall, our collaboration with other agencies means that the families we serve are the families that most need the assistance and that we serve those families as fully as possible making sure they have access to as many services as are available and needed. It is in this way that we create the largest possible impact in the community and change lives to the fullest extent possible.

Further, how do you avoid duplication of services?

The ELC is the only entity that offers child care subsidies to lower income parents. There is a small Head Start (HS) program in St. Johns County that serves 3 and 4 year old children exclusively. It is only for 6 hours per day and if a child receives HS, they would not receive SR.

Best Practices

Describe your program's best practice. How do you know that efforts and services of your program are appropriate?

We have many best practices such as being located in an area accessible by public transportation, accepting referrals from certain agencies when allowed by statute, and working with other agencies to ensure our families' needs are met. Additionally we offer eligibility for a full year unless the parent loses their purpose for care such as losing their job. Then they are given an additional 90 days to reestablish a purpose for care. We find this kind of stability gives families the maximum opportunity to succeed and allows their children to stay in a high quality program despite small changes in the family's status.

Another area of best practice that allows us to know that our program works is that we do regular survey's of our parents to find out their employment or school status and how having child care has impacted their ability to work or go to school. Although this is only a sample of the parents we serve, it is a statistically valid sample size and indicates that parents with School Readiness services have far better employment outcomes due to having these services than those families that are still waiting for services.

What are the greatest challenges you face in meeting your mission (other than funding issues)?

Even giving parents a year's eligibility at a time, the instability of our families' lives can create challenges that are difficult to overcome. For example if a family has a broken car that they can not afford to repair, it can lead to unemployment and the inability to go on job interviews to find a new one. To overcome these and other similar situations our eligibility counselors are trained in what community resources may be available. Our partnerships with other agencies is key to our success in helping a family find what they need to continue to progress. We are not always able to find a resource for every circumstance though so we still consider this a major challenge.

Early Learning Coalition of North Florida Inc - School Readiness Child Care Subsidy

Goals and Priorities

Goals and Priorities: Increase access to quality preschool programs

Inputs / Resources

What We Invest: Input / Resource:

We invest \$25,000 in United Way Match + \$108,000 from a St. Johns County Health and Human Services grant to draw down \$2,084,000 in State and Federal funds.

What We Invest: Input / Resource:

2.5 Family Services Specialists in St. Johns County trained in eligibility and experts in early childhood and family resources.

Activities

What We Do: Activity:

Family Service Specialists enroll eligible parents in the School Readiness program and enroll their children in contracted childcare programs.

Outputs

What We Do: Output:

Children of economically disadvantaged families will be enrolled in high quality, legally operating, contracted child care programs.

	2017 Actual	2018 Projected	2019 Proposed
Number of Participants	620	610	610

Program Outcome / Impact

What Changes We Expect: Program Outcome / Impact:

Parents will be able to maintain employment since they will have stable childcare arrangements for their children. Children will be prepared for school success because they were able to attend high quality early learning programs.

Success Metrics

75% of parents receiving School Readiness services will maintain employment or school enrollment for 12 months or more.

	2017 Actual	2018 Projected	2019 Proposed
Number of Clients Served	400	420	420
Number of Clients Achieving Goal	332	315	315
Percent Achieving	83	75	75

The percentage of children meeting or exceeding goals for literacy will be 75% or higher based on a sample of children using TSG child assessment.	Number of Clients Served	620	610	610
	Number of Clients Achieving Goal	502	458	458
	Percent Achieving	80.97	75.08	75.08

Community Outcome / Impact

What Changes We Expect: Community Outcome / Impact:

We expect that School Readiness will create a stronger community because children will be ready for school success and their parents will be able to maintain employment giving them the opportunity to create a successful future for their children.

Success Metrics		2017 Actual	2018 Projected	2019 Proposed
Over 50% of school readiness parents will report making more per month since receiving services based on a sample of parents surveyed.	Number of Clients Served	400	420	420
	Number of Clients Achieving Goal	232	210	210
	Percent Achieving	58	50	50
At least 90% of children will enter kindergarten ready for success based on the kindergarten readiness screener. The kindergarten readiness screener is given to all incoming kindergarten students so this rate is not just for School Readiness (SR). Still this is an indicator that SR is effective since the children in SR are duly enrolled in VPK when they are 4 years old in almost every case.	Number of Clients Served	620	610	610
	Number of Clients Achieving Goal	559	549	549
	Percent Achieving	90.16	90	90

Early Learning Coalition of North Florida Inc - School Readiness Child Care Subsidy

Results Reporting

Global Result

Global Results Statement: Help children achieve their potential.

Indicators		2017 Actual	2018 Projected	2019 Proposed
% of children (0-5) served who achieve developmental milestones	Number Served	620	610	610
	Number Achieving Goal	497	458	458
	Percent Achieving	80.16	75.08	75.08
% of children (K-3) served reading at grade level	Number Served	0	0	0
	Number Achieving Goal	0	0	0
	Percent Achieving	0	0	0
Outputs		2017 Actual	2018 Projected	2019 Proposed
Total number of volunteers	Number Served	106	100	100
# of policies promoted, enacted or modified to promote childhood success	Number Served	0	0	0
# of families, caregivers served that are provided with information, resources, tools, trainings, and/or teaching skills	Number Served	7,824	7,824	7,824

Early Learning Coalition of North Florida Inc - School Readiness Child Care Subsidy

Program Success

Outcome Success

How Much Can We Do?

We can provide School Readiness services to an average of 800 children per month. Between 575 to 625 of those children at any given time will qualify because their parents are economically disadvantaged even though they are working or going to school at least 20 hours per week. The remaining children will be foster children or others served by DCF.

How Well Can We Do It?

We have succeeded in our goal to provide child care to the largest number of children possible and to provide these children the chance to begin school ready for a lifetime of success. At the same time parents have the opportunity to work and create a stable home environment so that their children can thrive.

How Is Anyone Better Off?

Yes, all parents that we serve are very low income so they all benefit immensely by receiving our services. Their children are better prepared for school success and the parents are able to work knowing that they have dependable, safe, high quality care for their children. Our community is also better off since these families are less reliant on other services and because their children will have more opportunity to succeed and contribute to the overall welfare of our community.

Outcome Success Story

Agency Contact for Success Story: Teresa Matheny

Phone Number for Success Story: (904) 726-1500 x247

Geographic community represented by the success story: St. Augustine

Restate the outcome the story links to:

Increase access to quality preschool programs

Success Story:

Lyndsey Diefenbach is a mother of three that has received School Readiness since March of 2012. She first came to us with a protective services referral as she was in an abusive relationship. Over time this parent has had many challenges including homelessness and health issues that impacted her ability to provide for her family. What she also always had was a belief that she could overcome with the help of the community and her faith in God. Seven months ago, Lyndsey was finally able to find the courage and the means to leave her abusive relationship and has been on her own ever since. It hasn't always been easy but she recently told us that she is overall healthier in all aspects of her life, financially, emotionally and physically. She has a job at a local restaurant and her two school age daughters and preschool age son are all thriving. Lyndsey says she is beyond grateful for what the Early Learning Coalition and the School Readiness program have done for her over the years. Without this assistance she doesn't know where she would be. In thinking about others that may be in similar circumstances, she says, "Don lose faith or heart

that God will make a way. Don't be ashamed over your circumstances because there is always someone who is going through the same situation or a similar situation that you can share your testimony with to help give them the support they need. And never give up hope."

Permission to Use Publicly

United Way-SJC is granted permission to use the information provided on this form publicly.

Does your organization have a photo release for the person(s) identified in the success story?

Early Learning Coalition of North Florida Inc - School Readiness Child Care Subsidy

Program Budget

Revenue

	Prior Year Actual	Current Year Projected	Next Year Proposed
UW Grant - Funding	25,000.00	25,000.00	25,000.00
Gov. Funding - County	133,712.00	133,712.00	133,712.00
Gov. Funding State	3,875,112.91	4,058,215.00	4,261,126.00
Contributions / Donations	1,932.84	675.00	675.00
Other Income	0.00	0.00	0.00
Total	4,035,757.75	4,217,602.00	4,420,513.00

Expense

	Prior Year Actual	Current Year Projected	Next Year Proposed
Salaries	85,732.00	88,308.00	90,957.00
Employee Benefits	25,258.90	29,367.00	30,248.00
Payroll Taxes	6,407.24	8,343.00	8,593.00
Professional Fees and Contracts	2,773.46	3,024.00	3,172.00
Occupancy	11,776.44	12,960.00	13,608.00
Specific Assistance for Individuals	3,877,530.00	4,043,834.00	4,240,581.00
Supplies/Equipment	4,755.00	7,938.00	8,335.00
Membership Dues / Support to Affiliate Org.	2,773.46	3,240.00	3,402.00
Program Expenses	18,751.25	20,588.00	21,617.00
Other Expenses	0.00	0.00	0.00
Total	4,035,757.75	4,217,602.00	4,420,513.00

	Prior Year Actual	Current Year Projected	Next Year Proposed
Surplus or (Deficit)	0.00	0.00	0.00

**Early Learning Coalition of North Florida Inc - School Readiness Child Care Subsidy
Budget Narratives**

Narrative questions pertaining to the program budget

We agree that United Way Yes
funds will be used solely
to support the proposed
program?

VII. New/Unfinished Business

B. 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>F305 – <u>Accounts Payable Management</u>,</p> <p>ADDED BACK IN a statement regarding ANTICIPATED effective dates and phase-in dates of purchase order system (as OEL extended the purchase order compliance deadline and teamed with Coalitions to develop a state-wide, standardized Purchase Order system).</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none">• The Coalition would be out of compliance with federal, state, and OEL requirements regarding purchase orders.
How the Action will be accomplished	Approval of Accounting and Financial Policies and Procedures revisions

F305 ACCOUNTS PAYABLE MANAGEMENT

Effective Date: 08/28/07

Revision Date: 03/19/08, 08/06/08, 04/06/11, 12/04/13, 09/17/14, 11/04/15, 03/16/16, 12/07/16, 09/20/17,

03/21/18

Overview

The Coalition strives to maintain efficient business practices and good cost control. A well-managed accounts payable function can assist in accomplishing this goal from the purchasing decision through payment and check reconciliation. The following are general policies for accounts payable:

- Assets or expenses and the related liability are recorded by an individual who is not responsible for ordering and receiving.
- The amounts recorded are based on the vendor invoice for the related goods or services.
- The vendor invoice should be supported by an approved order document/purchase order where necessary, and should be reviewed by the Office Manager prior to being processed for payment.
- Invoices and related general ledger account distribution codes are reviewed prior to posting to the subsidiary system.

The primary objective for accounts payable and cash disbursements is to ensure that:

1. Disbursements are properly authorized
2. Invoices are processed in a timely manner
3. Vendor credit terms and operating cash are managed for maximum benefits

Regulations Regarding Invoices

ALL applicable Coalition policies and procedures will comply with the following federal/state laws, regulations, statutes and rules:

- Chapter 60A – General Regulations
- Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
- Section 287.058, F.S. – Contract document
- Rule 60A-1.002, FAC – Purchase of commodities or contract services
- Chapter 69I – Division of Auditing and Accounting
- Compliance with Rule 69I-24, F.A.C. – Payment of Vouchers by State Warrant
- Compliance with Rule 69I-40, F.A.C. – Bureau of Auditing invoice requirements
- DFS Reference Guide for State Expenditures
 - CFO Memo No. 01 (2012-13), Contract Summary Form
 - CFO Memo No. 02 (2012-13), Contract and Grant Reviews and Related Payment Processing Requirements
 - CFO Memo No. 03 (2014-15), Compliance Requirements for Agreements
 - CFO Memo No. 06 (2011-12), Contract Monitoring and Documenting Contractor Performance
 - PUR 1000 and 1001

- OEL Program Guidance PG 250.01, Other Cost Accumulator (OCA) Working Definitions
- OEL annual grant agreement Exhibit I for specified prohibited costs
- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Regulations Regarding Disbursement Control Systems

- 60A-1.016 F.A.C., Contract and Purchase Order Requirements.
- DFS Reference Guide for State Expenditures
- DFS State Travel Manual
- CFO Memo No. 06 (2016-17), *Guidance for Travel restrictions imposed by Ch. 2016-62, FL Law*
- CFO Memo No. 02 (2014-15), *State of Florida Purchasing Card Program Convenience Fees/Surcharges*
- OEL annual grant agreement Exhibit I for specified prohibited costs
- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR 200.302, *Financial management systems*
 - 2 CFR 200.302(7), *Financial management systems* – allowability of costs
 - 2 CFR 200.303, Internal controls
 - 2 CFR 200, Subpart E – Cost Principles
- OEL Program Guidance files
 - Program Guidance 440.10 – Office of Early Learning Match Reporting Guidance
 - Program Guidance 240.01 – Cash Management Procedures
 - Program Guidance 240.04 – School Readiness Funds Management
 - Program Guidance 240.05 – Guidance on Prior Approval Procedures
 - Program Guidance 240.06 – Reimbursement Request Requirements for ELCs
 - Program Guidance 250.01 – Other Cost Accumulators (OCAs) Guidance.

Recording of Accounts Payable

All valid accounts payable transactions, properly supported with the required documentation, shall be recorded as accounts payable in a timely manner.

Accounts payable are processed on a weekly basis. Information is entered into the accounting system with approved invoices or disbursement vouchers with appropriate documentation attached.

Only original invoices will be processed for payment unless duplicated copies have been verified as unpaid by researching the vendor records. No vendor statements shall be processed for payment.

Accounts Payable Cut-Off

For purposes of the preparation of the Coalition's monthly financial statements, all vendor invoices that are received, approved and supported with proper documentation by the 10th of the following month shall be recorded as accounts payable as of the end of the immediately preceding month if the invoice pertains to goods or services delivered by month-end.

Establishment of Control Devices

The Office Manager establishes control of invoices as soon as they are received. Vendors will be instructed to mail all invoices directly to the administrative office.

The Office Manager receives and opens all mail, date stamps and initials. Invoices are entered into the Check Request Log. Once any and all required backup has been attached to the invoice(s), the Office Manager completes a Check Request and submits to the Finance department for processing.

The Check Request Log is to be maintained and reviewed weekly by the Office Manager to determine which, if any, invoices have not been paid.

Invoice Processing

The Coalition's policies will ensure appropriate and adequate invoice processing.

A. Invoice processing policy disclosures [69I-40.002(3), F.A.C.]

1. Contractual service invoices submitted by a vendor/contractor/service provider for payment processing must clearly identify, at a minimum,
 - a. The dates of services, a description of the specific contract deliverables provided during the invoice period and the quantity provided, and the payment amount specified in the agreement for the completion of the deliverable(s) provided.
2. Cost reimbursement invoices must reflect the expenditures incurred by expenditure category.
3. Required information may be submitted on the invoice or in a report format along with any other information required by the terms of the agreement.
4. Written certification, from the contract/grant manager, that services were performed in accordance with the contract terms must be obtained and kept in entity files. [s. 287.057(14), F.S.]

B. Invoice processing controls [69I-24.003, F.A.C.; CFOM No. 06 (2011-12)]

1. The Coalition will receive deliverables and provide written certification of such before payments are made.
 - a. Approval and inspection of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order or contract specifies otherwise. [s. 215.422(1), F.S.]
 - b. Terms conditions must be specified and must accompany the request for payment to evidence delivery of goods/services.
 - c. Coalition must ensure that deliverables were received on time and as intended (i.e., met performance measures) before release of payment is approved/processed.
 - 1) May use a Contract Summary Form
 - 2) May use a written certification from the assigned contract manager on the invoice
 - 3) May use a Deliverable Tracker – track deliverables schedule

- 4) May use a Deliverable Acceptance form to help document
2. The Coalition will ensure invoices have adequate documentation and are processed on a timely basis.
 - a. Documents for goods/services received are date stamped.
 - b. Review invoice for accuracy and completeness of the following details. [69I-40.002, (3), F.A.C.]
 - 1) Description of the item(s).
 - 2) Number of units.
 - 3) Cost per unit.
 - 4) Service dates coincide with invoice period.
 - 5) Minimum level of services has been provided.
 - 6) Amount invoiced coincides with the terms/conditions.
 - c. Verify any required supporting documentation has been submitted.
 - d. Review documentation to gain reasonable assurance that commodities/contractual services have been satisfactorily provided within the terms of the contract/agreement.
 - e. Complete any additional processes required by Coalition policy.
 - f. Certify the entity's receipt of goods/services.
 - g. Invoices shall be paid according to state rules for Prompt Payment Compliance.
 - 1) Section 215.422(3)(b), F.S., requires interest to be paid to the vendor if payment is not issued within 40 days after receipt of the invoice and receipt, inspection, and approval of the goods and services.
 - 2) DFS does not require agencies to pay interest penalty invoices of less than \$1.00 unless the vendor asserts his right to the interest penalty payment either orally or in writing.
 3. Enforce terms and conditions [s. 287.057(14)(b), F.S.; DFS-related contract manager guidance]
 - a. Coalition staff assigned contract/grant management duties are required to work with the contractor/vendor to ensure that goods/services are received as intended and contract/agreement terms are enforced.
 - b. Use performance bonds when appropriate.
 - c. Verify financial consequences are addressed.
 - d. Verify terms for liquidated damages are included (when applicable) to compensate the entity for any losses realized.
 4. For disputes about receipt of goods/services [s. 215.422(8), F.S., Payments...disputes]
 - a. Coalition will have written procedures and instructions for staff.
 - 1) Invoice may be prorated, reduced or withheld according to the financial consequences established in contract/agreement.
 - 2) Partial or prorated payments must be made based on the deliverables that can be validated and supported by adequate documentation.
 - b. If no financial consequences are included in contract/agreement OR documentation can't be provided, the payment should be withheld until the issue is resolved or a settlement is reached.
 - c. Inform staff of settlement agreement process.
 - 1) Used when the amount owed to a provider/contractor is in dispute.
 - 2) A lengthy, cumbersome and potentially expensive process the Coalition will not be able to complete alone; legal counsel will be required.
 - 3) Required for many situations including
 - a) To settle a lawsuit, damages or legal fees;
 - b) Absence of an executed agreement;

- c) Agreement was executed after services were rendered;
- d) Additional services not included in the agreement were provided;
- e) Services were rendered after the agreement expired.

The following section, “Use of Purchase Orders” will have a separate ANTICIPATED effective date of June 30, 2018. OEL plans to finalize the Purchase Order template files in March 2018 so they are ready by April 2018 for Early Learning Coalitions to use. OEL plans to have Full implementation by June 30, 2018 for program year 2018-19.

Use of Purchase Orders

[60A-1.016, F.A.C., Contract and Purchase Order Requirements]

The Coalition utilizes a purchase order system. A properly completed purchase order shall be required for each purchase decision (i.e., total amount of goods and services purchased, not unit cost) in excess of **\$500.00**, with the exception of travel advances and expense reimbursements, which require the preparation of a separate form described elsewhere in this manual.

Purchase orders shall be pre-numbered, kept in a secure area in the Finance Manager’s office, and issued upon request from an authorized purchaser.

It is the Coalition’s policy to issue a purchase order (or use a credit card with proper authorization) **PRIOR** to the procurement of goods and services.

All purchase orders shall be recorded in a purchase order log. At the end of each accounting period, an aged outstanding purchase order report shall be prepared and distributed to each purchasing representative and the Finance Manager.

A properly completed purchase order shall contain the following information:

1. Policy disclosures
 - a. Contractor name, address, point of contact and phone number
 - b. Source of funding
 - c. Solicitation number (if applicable)#
 - d. Statements regarding the quantity, description, and price of goods or services ordered#
 - e. Applicable payment terms and discounts#
 - f. Date of performance, transportation/delivery#
 - g. Liquidated damages#
 - h. Catalog number, page number, etc. (if applicable)
 - i. Net price per unit, less any discount(s)
 - j. Total amount of order
 - k. Authorized signature
 - l. Date purchase order was prepared
 - m. Additional disclosures may also apply for higher dollar purchases
 - 1) Payment audit (records of costs will be available upon request)
 - 2) Payment made after written “agency” acceptance
 - 3) Payment timeframe – timely payments will be made
 - 4) Funding availability/annual appropriation

- 5) No lobbying
- 6) Public access/public records
- 7) Conduct of business – federal/state laws govern
- 8) Conflict of interest/related party activities
- 9) Confidentiality and safeguarding information
- 10) Termination for cause – required for purchases in excess of \$10,000^
- 11) Remedies – required for purchases in excess of \$35,000^

Required disclosure element per state purchasing statutes or rules (see 60A-1.016, F.A.C.).

^Required disclosures element per federal grant program rules (see 2 CFR Part 200 Appendix II).

2. Control processes required for Coalition purchase orders (see 60A-1.016, F.A.C.)
 - a. Secure all unused purchase orders in a safe place and restrict access to these documents.
 - b. Maintain a file and accounting system for all consecutive purchase orders issued or voided.
 - c. Maintain a record of persons authorized to issue and sign each type of purchase order.
 - d. Monitor and review processes for the use of purchase orders and field purchase orders (those issued by an agency/office that is separate from the agency purchasing office (i.e., satellite offices).
 - e. Rationale for method of procurement used.

Preparation of a Voucher Package for Payment

Prior to any accounts payable being submitted to the Finance Manager for payment, a package called a “voucher package” shall be assembled by the Office Manager. Each voucher package shall contain the following documents:

1. Vendor invoice (or employee expense report)
2. Packing slip (where appropriate)
3. Receiving report (or other indication of receipt of merchandise and authorization of acceptance)
4. Approved order document/purchase order as required by procurement policies
5. Any other supporting documentation deemed appropriate
6. Check request

Processing of Voucher Packages for Payment

The following procedures shall be applied to each voucher package:

1. Check the mathematical accuracy of the vendor invoice.
2. Ensure that no sales tax charged are included in the calculation for payment.
3. Compare the nature, quantity and prices of all items ordered per the vendor invoice to the approved order document/purchase order, packing slip and receiving documentation.
4. Document the general ledger distribution, using the Coalition’s current chart of accounts.

Approvals

Approval by the Office Manager indicates the acknowledgement of satisfactory receipt of the goods or services invoiced.

Approval by the Office Manager indicates the agreement with all terms appearing on the vendor invoice and agreement to pay vendor in full. Approvals shall be documented with initials or signature of the Finance Manager.

Payment Discounts

To the extent practical, the Coalition takes advantage of all prompt payment discounts offered by vendors. When such discounts are available, and all required documentation in support of payment is available, payments will be scheduled so as to take full advantage of the discounts.

Employee Expense Reports

Reimbursements for travel expenses, business meals, or other approved costs will be made only upon the receipt of a properly approved and completed expense reimbursement form. All required receipts must be attached, and a brief description of the business purpose of trip or meeting must be noted on the form. Expense reports will be processed for payment in the next vendor payment cycle if received within two business days of the deadline. Expenses older than two months will not be reimbursed.

The Finance Manager will periodically check expense reports against timesheets to ensure agreement of dates and activities.

Reconciliation of A/P Subsidiary Ledger to General Ledger

At the end of each monthly accounting period, the total amount due to vendors per the accounts payable subsidiary ledger shall be reconciled to the total per the accounts payable general ledger account (control account). All differences are investigated and adjustments are made as necessary. The reconciliation and the results of the investigation of differences are reviewed and approved by the Finance Manager.

Also on a monthly basis, the Finance Manager shall perform the following procedures:

1. Check all statements received for unprocessed invoices.
2. Check the approved order document/purchase order file for open orders more than 60 days old and follow up.

Management of Accounts Payable Vendor Master File

Upon the receipt of an invoice from a new vendor that is not already in the Coalition's vendor master file, the Finance Manager shall mail (or email) a Form W-9 and a request for completion of the Form W-9, including the vendor's full address and Federal employer identification number.

The vendor file data will include the following data:

1. Vendor's legal name and any DBA name(s)
2. Street address (payments may be mailed to a P.O. Box, but a street address must be in the file)
3. Federal employer identification number
4. Telephone number
5. Fax number
6. Contact name

Payments shall not be made to any vendor whose file does not comply with the preceding requirements.

On an annual basis, vendors that have not been utilized over the preceding 24-month period shall be purged (or made inactive) from the master vendor file. In addition, on an annual basis an internal audit shall be performed of the master vendor file and of payment histories made to each vendor. This analysis, to be performed by the Finance Manager shall consist of the following procedures, at a minimum:

1. Cross-checking of vendors with matching street or P.O. Box addresses
2. Review of payment histories for signs of repeat invoice numbers or other indications of duplicate payments

Any unexplained deviations or irregularities noted in connection with the preceding internal audit procedures shall be reported to the C.E.O.

Verification of New Vendors

The Office Manager will perform additional procedures to validate the legitimacy of new vendors that shall be paid one-time or cumulative payments in excess of \$10,000. For such vendors, the Office Manager shall perform a limited public records search and shall contact the vendor to validate the vendor's existence.

VII. New/Unfinished Business

C. Approval of 2017-19 School Readiness Plan Amendment #14*

*** ACTION ITEM**

ACTION ITEM SUMMARY

DESCRIPTION	Approval of 2017-19 School Readiness Plan Amendment #14
Reason for Recommended Action	<p><u>Revisions:</u></p> <p><u>The following items were updated to add a statement regarding anticipated effective dates and phase-in dates of purchase order system.</u> OEL extended the purchase order compliance deadline and teamed with Coalitions to develop a state wide, standardized Purchase Order system.</p> <ul style="list-style-type: none"> • Attach I F ECS Procurement and Disbursements rev 012418 • Attach I J ELC Disbursements Policies BA 032118 <p><u>The following item was updated in processes, and the Single Point of Entry and Wait list procedures were combined into one policy:</u></p> <ul style="list-style-type: none"> • Attach II B Single Point of Entry Pol and Proc rev 022018 <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition's School Readiness Plan would not be in compliance with OEL requirements. • The Coalition's School Readiness Plan would not be up-to-date nor mirroring actual procedures.
How the Action will be accomplished	Board Approval, then OEL Approval.

POLICIES ASSOCIATED WITH EXPENDITURES AND DISBURSEMENTS

PURCHASING POLICIES AND PROCEDURES

Purchasing Policies are currently under review and will be updated and fully implemented by July 1, 2018. When the revision/review is complete, Episcopal Children's Services will be fully compliant with all required procurement guidelines including Uniform Guidance and State of Florida statute, rules and guidance.

Overview

THE POLICIES DESCRIBED IN THIS SECTION APPLY TO ALL PURCHASES MADE BY EPISCOPAL CHILDREN'S SERVICES (ECS) WITH STATE OF FLORIDA FUNDS.

ECS requires the practice of ethical, responsible, and reasonable procedures related to purchasing, agreements and contracts, and related forms of commitment. The policies in this section describe the principles and procedures that all staff shall adhere to in the completion of their designated responsibilities.

Responsibility for Purchasing

All department heads or their designees shall have the authority to initiate purchases on behalf of their department, within the guidelines described here. Department directors shall inform the Accounting Department of all individuals that may initiate purchases or prepare purchase orders. The Accounting Department shall maintain a current list of all authorized purchasers.

The Accounting Department shall be responsible for processing purchase orders. The Chief Financial Officer/Director of Finance has approval authority over all purchases and contractual commitments, and shall make the final determination on any proposed purchases where budgetary or other conditions may result in denial. Final approval of all purchases rests with the Chief Executive Officer.

Federal regulations require that organizations have written policies for ensuring purchases are allowable, allocable, and reasonable. This responsibility falls on staff requesting purchases as well as the department heads, accounting staff, the CEO and the Chief Financial Officer/Director of Finance. In accordance with 2 CFR Part 200.403(c), the following policies will apply to all ECS activities/purchases made.

Procedures to Evaluate Allowability of Costs [2 CFR Part 200.302(7)]

Phase I Analysis – General considerations for allowable costs

A. Consider requirements from federal regulations and program requirements

1. Is the proposed cost allowable based on instructions from uniform grant guidance?
 2. Is the proposed cost consistent with the federal cost principles?
- B. Consider requirements from the federal awarding agency
3. Is the proposed cost allowable based on agency-specific regulations?
 4. If the expense will be charged to an OEL grant, does the proposed cost allowable based on the related terms/conditions that govern the ECS's award or the grant agreement with OEL /ELC?
 5. Is the proposed cost consistent with the grant project performance measures or benchmarks?
- C. Consider requirements from applicable state guidance for state funded expenditures. (Applies to OEL funded grants)
6. Is the proposed cost consistent with authorized grant program activities as described in the USDHHS-approved CCDF State plan?
 7. Is the proposed cost allowed by state expenditures guidance from state statutes, rules, regulations or guidance from DFS/DMS?
 8. Does the proposed cost comply with related grant program terms/conditions issued by OEL for grant awards, contracts, purchase orders and other expenditure agreements?
- D. Consider the period of performance
9. Is the proposed cost for the allowed period of availability as defined for the funding program?
- E. Consider other oversight instructions
10. If federal or state-level prior approval is required for the proposed cost, was this process followed?

Phase II Analysis – Specific factors affecting allowable costs

Several additional factors should be considered and documented by staff for cost transactions. The answer for each question listed here must be "yes" in order for staff to continue with the transaction.

- F. The proposed cost(s) is/are -
11. Necessary
 12. Reasonable
 13. Allocable
 14. In conformance with federal law and grant terms and conditions
 15. Consistent with state and local policies
 16. Consistently treated
 17. In accordance with generally accepted accounting principles (GAAP) and other standards
 - a. Each non-federal entity that receives federal/state grant program funds must use accounting rules and procedures established by authoritative bodies or conventions that have evolved through custom and common usage.
 18. Not used as match on another federal award
 19. Net of applicable credits (2 CFR §200.406)
 - a. Adequately documented

Priority of Compliance with Federal Guidance. If instances of inconsistency are noted between USDHHS program guidance (i.e., 2 CFR §300 and 45 CFR Parts 98 and 99) and the OMB uniform guidance (i.e., 2 CFR §200), the program-specific guidance instructions from USDHHS will govern and will supersede the standard instructions from 2 CFR §200 all circumstances.

Priority of Compliance with State Guidance Please note State of Florida's program-specific instructions from state statutes, rules, regulations or guidance from the Department of Management Services (DMS) or the Department of Financial Services (DFS) also apply to and govern Florida's early learning programs. If instances of inconsistency are noted between federal level program guidance and the state's guidance on expenditures, the state guidance from DFS and DMS will govern.

Purchasing Procedures

The Office of Head Start and OEL requires grantees to comply with federal procurement requirements of Uniform Guidance 2 CFR Part 200.403 and House Bill 7165 (at section 1002.84(12), Florida Statutes, effective July 1, 2013, requires early learning Coalitions and their subrecipients to comply with those same requirements and the procurement requirements of sections 215.971, 287.057 and 287.058, Florida Statutes, except that an early learning coalition or their subrecipients are not required to competitively procure direct services for the School Readiness Program and Voluntary Prekindergarten Education Program providers. Episcopal Children's Services is a subrecipient of the ELC of North Florida. OMB Part 200.318-200.326 and Chapter 287 Florida Statutes (F.S.) deals with and defines procurement procedures under which the ECS must operate. Included are definitions regarding contractual services, when competitive bidding is necessary and when it is not, and specifics regarding contract documents. Whenever federal and state policies differ, ECS will adopt the more stringent or conservative as ECS policy. ECS policies will provide sufficient written staff instructions to promote and support activities that meet the legislative intent of Florida's procurement laws as summarized here (s. 287.001, F.S.).

- To promote fair and open competition without favoritism.
- To ensure that public funds are spent wisely via adequate documentation and effective monitoring mechanisms.
- To establish uniform procedures to ensure effective and ethical procurement of contractual services; and
- To ensure improprieties are curbed and public confidence is maintained.

Code of Conduct in Purchasing (2 CFR Part 200.318 (c)(1))

- Ethical conduct in managing the Organization's purchasing activities is absolutely essential. Staff must always be mindful that they represent the Board of Directors and share a professional trust with other staff and the general membership. ECS will disclose in writing all violations of federal law involving fraud, bribery or gratuity violations potentially affecting the federal award. [2CFR Part 200.112],
- For grants or contracts originating with the State of Florida, Office of Early Learning or the Early Learning Coalition, ECS will comply with Section 112.3143 (1)(b) and Section 1002.84(20), F.S. requiring OEL notification and approval of 2/3 vote of the board for contracts with board members or employees and prior approval of OEL if the contract is \$25,000 or greater. As with all other conflicts of interests, the interested or related party must complete the necessary conflict of interest disclosure form. Such contracts involving state funds may not be executed

without the approval of the Office of Early Learning. Such contracts, as well as documentation demonstrating adherence to this section by the coalition, must be approved by a two-thirds vote of the ECS and ELC Boards, a quorum having been established; all conflicts of interest must be disclosed before the vote; and any member who may benefit from the contract, or whose relative may benefit from the contract, must abstain from the vote. A contract under \$25,000 between ECS and an ECS employee or between a relative, as defined in s. 112.3143(1)(c), of a board member or of an employee of the ECS is not required to have the prior approval of the office but must be approved by a two-thirds vote of the ECS board, a quorum having been established, and must be reported to the office within 30 days after approval. If a contract cannot be approved by the office, a review of the decision to disapprove the contract may be requested by ECS and the early learning coalition or other parties to the disapproved contract.

- Staff shall discourage the offer of, and decline, individual gifts or gratuities of value in any way that might influence the purchase of supplies, equipment, and/or services.
- A training process will be in place and training provided annually for staff and governing board members.
- Staff shall notify their immediate supervisor if they are offered such gifts.
- No officer, board member, employee, or agent shall participate in the selection or administration of a contractor if a real or apparent conflict of interest would be involved. Such a conflict would arise if an officer, board member, employee or agent, or any member of his or her immediate family, his or her spouse or partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the vendor selected.
- Officers, board members, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from vendors or parties to sub-agreements.
- Unsolicited gifts with a value of \$25 or less may be accepted with the approval of the CEO. Approval for acceptance of unsolicited gifts with minimal value can be provided at a staff meeting or where such gifts are discussed as it may be impractical to require CEO approval every time such gifts are offered, for example, giveaways at a conference.
- ECS staff, officers, board members and agents shall disclose in writing any potential conflicts of interest in accordance with 2CFR Part 200.112.
- ECS will maintain written standards for handling instances of conflict of employees or other individuals impacted by procurement activities. [2CFR Part 200.118]
- The full ECS Conflict of Interest Policy found in the ECS Employee Handbook.

Competition (2 CFR Part 200.319)

In order to promote open and full competition, purchasers will:

- Be alert to any internal potential conflicts of interest.
- Be alert to any noncompetitive practices among contractors that may restrict, eliminate, or restrain trade.

- Not permit contractors who develop specifications, requirements, or proposals to bid on such procurements.
- Award contracts to bidders whose product or service is most advantageous in terms of price, quality, and other factors.
- Issue solicitations that clearly set forth all requirements to be evaluated.
- Reserve the right to reject any and all bids when it is in the Organization's best interest.
- Not give preference to state or local geographical areas unless such preference is mandated by Federal statute. (200.319(b))
- "Name brand or equivalent" description may be used as a means to define the performance or requirements (200.319(c)(1))

Nondiscrimination Policy

All Contractors who are the recipients of Organization funds or who propose to perform any work or furnish any goods under agreements with ECS shall agree to these important principles:

1. Contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractors.
2. Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section.

Procurement Procedures

The following are ECS's procurement procedures:

1. ECS shall avoid purchasing items that are not necessary or duplicative for the performance of the activities required by a federal award. (2 CFR Part 200.318(d))
2. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government. (2 CFR Part 200.318(d)). This analysis should only be made when both lease and purchase alternatives are available to the program.
3. Purchasers are encouraged to enter into state and local inter-governmental or inter-entity agreements where appropriate for procurement of use of common or shared goods and services. (2 CFR Part 200.318(e))

4. Purchasers are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment whenever such use is feasible and reduces project costs. (2 CFR Part 200.318(f))
Directions for finding and obtaining surplus property found at
<http://www.gsa.gov/portal/content/104591>
5. Documentation of the cost and price analysis associated with each procurement decision in excess of the simplified acquisition threshold (\$150,000) or the state of Florida simplified acquisition threshold of \$35,000 whichever is applicable shall be retained in the procurement files pertaining to each federal award. (2 CFR Part 200.323)
6. **2 CFR Part 200.323 Contract cost and price, requires ECS perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold or \$35,000 for purchases made with funds from the State of Florida.** The Simplified Acquisition Threshold is an exception to ECS following the more conservative policy, whether it is state or federal. For this item, ECS will use the state threshold only for purchases made in whole or part with state funding.). **As a starting point, the ECS must make independent estimates before receiving bids or proposals.**
7. All pre-qualified lists of persons, firms or products which are used in acquiring goods and services must be current and include enough qualified sources to ensure maximum open and full competition. (2 CFR Part 200.319(d))
8. ECS will maintain records sufficient to detail the history of procurement, including: (2 CFR Part 200.318(i); DMS State Purchasing Memo No. 01 (2012-13); State Purchasing, Ch. 60A-1, FAC, s. 216.3474, F.S.; FDOE Contract Training Manual)
 - a. Purchase order must have at least one written quote or written records of telephone quote;
 - b. At least one quote should be from a CMBE or else document why this quote was not obtained;
 - c. Cost analysis is required, since a competitive process won't be used for most small dollar purchases;
 - d. Rationale for the method of procurement;
 - e. Selection of contract type;
 - f. Contractor selection or rejection; and
 - g. The basis for the contract price.
9. ECS shall make all procurement files available for inspection upon request by a federal awarding agency, the state awarding agency, the Inspector General, the Auditor General, the Office of Early Learning and the ELC of North Florida or other funders. (2CFR 200.336)
10. All procurement files must be maintained for five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to the contract, whichever occurs last. ECS shall comply with the records retention requirements in Florida. The General Records Schedule GS1-SL for State and Local

Government Agencies is located at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>

11. Records retention schedules apply to records regardless of their physical format. Therefore, records created or maintained in electronic format must be retained in accordance with the minimum retention requirements, whether the electronic records are the record copy or duplicates.
12. **Wherever practicable records should be collected, transmitted and/or stored in open and machine-readable formats.**
13. **Federal and state awarding agencies have the right to access any documents pertinent to federal/state awards.**
14. **ECS shall comply with records retention requirements in Florida. The General Records Schedule GS1-SL for State and Local Government Agencies is located at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.**
15. ECS shall not utilize the cost-plus-a-percentage-of-costs method of contracting. *(2 CFR Part 200.323(d)). When applicable or required, negotiate profit as a separate element of price.*
16. Costs or prices are limited to allowable costs based on federal and state cost principles.
17. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, ECS may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows *(2 CFR Part 200.325)*:
 - (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- 18.

All staff members with the authority to approve purchases will receive a copy of and be familiar with 2 CFR Part 200.400 – 475, Cost Principles and Chapter 287.057, F. S Procurement of commodities or contract services.

Requirements for professional services [2 CFR part 200.459]

To help determine allowability of these costs, Entity files will document -

- The nature and scope of the service rendered in relation to the service required;
- The need to contract for the service, considering the Entity's capability in the particular area;
- The past pattern of such costs, particularly in the years prior to Federal awards;
- The impact of Federal awards on the non-Federal entity's business (*i.e.*, what new problems have arisen), if applicable;
- Whether the decision is business-based and not made just because grant monies are available to fund the cost (instead of other Entity revenues);
- If the service can be performed more economically by direct employment rather than contracting;
- The qualifications of the individual or concern rendering the service and the customary fees charged, especially on non-federally funded activities; and
- Adequacy of the contractual agreement for the service (*e.g.*, description of the service, estimate of time required, rate of compensation, and termination provisions).
- In addition, retainer fees must be supported by evidence of bona fide services available or rendered.

Authorizations and Purchasing Limits

All completed purchase orders must be signed by the preparer and approved by the Department and/or the Department VP. The following table lists required approval levels and solicitation processes:

Amount of Purchase	Required Approvals	Required Solicitation	Required Documentation
< \$2,500 (If the purchase is subject to the Davis Bacon act, the micro purchase limit is \$2,000)	Dept. Director (For purchases over \$1,000 the Chief Financial Officer/DIRECTOR OF FINANCE must approve & over \$2,500, CEO must approve also.)	Evidence of solicitation not required but purchases should be distributed among qualified vendors	<ul style="list-style-type: none"> • Receipt approved by Dept. Director
\$2,500 ≤ \$35,000	<ul style="list-style-type: none"> • Dept. Director • CEO • Chief Financial Officer/Director of Finance 	3 written bids (catalogue, Internet, written)	<ul style="list-style-type: none"> • Documentation of bids received • How decision was made

Amount of Purchase	Required Approvals	Required Solicitation	Required Documentation
\$35,001 ≤ \$150,000 (State of Florida Grant Funds)	<ul style="list-style-type: none"> • Dept. Director • Chief Financial Officer/Director of Finance • CEO 	3 written bids (Request for Bids or Request for Proposals)	<ul style="list-style-type: none"> • Copy of RFB or RFP • Proposal scoring grids including who participated in the scoring • Proposal and contract of winning bid
> \$150,000 (All Grant Funds)	<ul style="list-style-type: none"> • Dept. Director • Chief Financial Officer/Director of Finance • CEO • Board of Directors approval required for non-reoccurring purchases > \$5,000,000.00 	3 written bids (Request for Bids or Request for Proposals)	<ul style="list-style-type: none"> • Copy of RFB or RFP • Proposal scoring grids including who participated in the scoring • Proposal and contract of winning bidder

This table incorporates the micro –purchase limit of \$2,500 in aggregate (\$2,000 if the purchase is subject to the requirements of Davis Bacon). Micro-purchases may be made without soliciting competitive quotation if ECS considers the price to be reasonable. ECS must distribute micro-purchases equitably among qualified suppliers. (2 CFR Part 200.320(a)).

For purchases greater than the Simplified Acquisition Threshold (\$150,000 or \$35,000 for State of Florida funded purchases), either sealed bids or requests for proposal are required except as exempted by 287.057(3) (f), Florida Statute. Sealed bids should be used when the decision will be made on the basis of price and price-related factors.

The Head Start Reauthorization Act of 2007 requires that the governing board approve policies for approval of all major financial expenditures. As a best practice ECS will have the Board approve significant expenditures, with the definition of “significant expenditures” being \$5,000,000.00

The CEO is authorized to enter into any contract on behalf of ECS. These policies shall also apply to renewals of existing contracts.

Procurement Threshold Requirements ²	
Type of Purchase/Threshold ³	Requirement(s) ^{4, 14}
Commodities – Category Two or less ¹	<ul style="list-style-type: none"> • Ok to use purchase order⁵ w/o terms/conditions • Ok to use contract, including third-party vendor contracts⁶
Services – Category Two or less ¹	<ul style="list-style-type: none"> • OK to use purchase order w/o terms/conditions if for services of a simple nature⁷ • OK to use purchase order and if appropriate, attach a

<i>Procurement Threshold Requirements²</i>	
	<p>statement of work⁸</p> <ul style="list-style-type: none"> • Use contract <u>or</u> purchase order with additional terms/conditions if <ol style="list-style-type: none"> 1. Services are integral to federal/state program operations⁹ 2. Services relate to/support tasks that are measured or reported upon as part of program goals, objectives, benchmarks or other performance measures⁹ 3. A related party transaction¹⁰ • Ok to use contract¹¹
Commodities in excess of Category Two - up to Category Three ^{1, 12}	<ul style="list-style-type: none"> • If with “state term” contractor¹³ - Ok to use purchase order and to retain copy of pre-set terms/conditions in files • If with non-state term contractor – use purchase order with terms/conditions and if appropriate, attach a statement of work • Ok to use contract
Services in excess of Category Two - up to Category Three ¹	<ul style="list-style-type: none"> • If with “state term” contractor – Ok to use purchase order, must attach a statement of work and must retain copy of pre-set terms/conditions in files • If with non-state term contractor – must use a contract
Commodities in excess of Category Three ^{1, 12}	<ul style="list-style-type: none"> • If with “state term” contractor - Ok to use purchase order and to retain pre-set terms/conditions in files • If with non-state term contractor – use purchase order with terms/conditions and if appropriate, attach a statement of work • Ok to use contract
Services in excess of Category Three ¹	<ul style="list-style-type: none"> • If with “state term” contractor – must use a contract • If with non-state term contractor – must use a contract
Requirements are for multiple years - goods or services	<ul style="list-style-type: none"> • Must use a contract

¹See next page for additional explanations/disclosures

¹Purchasing Category Threshold Amounts – see s. 287.017, F.S. or [Purchasing Categories link](#)

Category One	- \$20,000	- includes small dollar purchases up to \$2,500 - includes informal solicitations (\$2,501 to \$15,000)
Category Two	- \$35,000	
Category Three	- \$65,000	
Category Four	- \$195,000	

Category Five - \$325,000

²Currently aligns with FDOE purchasing guidance and state statutory spending thresholds.

³A change order or amendment increasing the total amount of the procurement to a higher threshold amount will require compliance with the higher threshold requirements.

⁴More restrictive guidelines for use of purchase orders/contracts may be authorized by an entity's governing board.

⁵"Regular" purchase order disclosures include the solicitation number (if applicable), statements regarding the quantity, description, and price of goods or services ordered, applicable terms as to payment, discount, date of performance, date of transportation/delivery, and liquidated damages. (Source: 60A-1.016, F.A.C.).

⁶Entity still retains responsibility to review any vendor-prepared contract signed/executed to ensure no terms/provisions are included that conflict with federal/state grant laws, rules, regulations. Examples include mandatory fees for unallowable penalties or other expenses, references that State of Florida laws will be superseded, etc.).

⁷When contracted services are of a simple nature, such as minor repairs or maintenance service calls, the tasks may be summarized on the purchase order without the need for a separate statement of work.

⁸References to "statement of work" refer to written descriptions required for all service agreements per section s. 287.058 and 215.971, F.S. (Source: CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCEM No. 02 (2012-13)). A complete statement of work should be included for services in excess of small purchase threshold of \$2,500. *See below for more illustrative details.*

⁹Description provided based on DFS-provided guidance/instructions.

¹⁰Description provided based on more restrictive instructions that apply to early learning programs based on state statutes – see s. 1002.84(20), *related party activities*.

¹¹A basic contract document contains some predefined elements/disclosures. *See below for more illustrative details.*

¹²The appropriateness of the use of a Purchase order and/or contract for the purchase of commodities over Category Two may vary depending on the circumstances.

¹³A state term contract has been competitively procured by DMS pursuant to s. 287.057, F.S. and is available to eligible users to purchase goods/services. Contract Directory may be accessed at [DMS List of State Term Contracts](#). Eligible users must still comply with other procurement documentation requirements (such as cost estimates and price quotes). **NOTE: Written authorization from DFS of availability for ELCs is pending at July 2016.**

¹⁴Purchase orders help manage the procurement process for an entity but are not required by federal regulations. If an entity does not have a purchase order system in place all instructions described above should be modified *to be more restrictive*. See additional OEL reference materials for more details.

⁸Statement of Work Requirements

State statutes require contractual agreements include written details for the following.

- A scope of work (what is to be done);
- Deliverables (specific units or tasks – quantifiable, measurable and verifiable);
- Documentation prepared/submitted/retained by vendor/contractor (shows work has been done);
- Specific performance criteria (how to measure services received)
- Financial consequences (what an entity MUST do in the event of non-performance or noncompliance by the vendor/contractor).

¹¹Contracts/Agreements – Minimum elements and disclosures⁹

There are additional minimum written elements/disclosures required by State statutes for contractual agreements.

- Terms and Conditions
- Standard Audit Language
- Availability of Records
- Timing and nature of Reports
- Sub-contracting or sub-granting
- Payment Terms
- Disposition of Property (if applicable)
- Statement of work requirements (see note 8 above for more details)

Approved Vendors

ECS encourages departments to develop lists of approved vendors that can be used throughout the year. The process to identify an approved vendor is as follows.

1. Develop a list of similar, commonly-purchased items that can be acquired from a single vendor. Examples are office supplies and classroom supplies.
2. Get cost estimates for the list in total, not for each item. Include shipping costs, if necessary.
3. Obtain 2 or 3 quotes, depending on the level of expected spending for the year
4. Compare the quotes.
5. The vendors with lowest prices, including shipping, will be approved for use during the year.
6. This process could result in multiple approved vendors if the prices are within 5% of each other.

This process should be repeated annually, with the approved list produced by January 31. Vendors may be added throughout the year, but all pre-approved vendors will be reevaluated during January of each year.

2 CFR Part 200.319(d) states: “The non-Federal entity must ensure that all prequalified lists of persons, firms or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

Use of Purchase Orders

ECS utilizes a purchase order system. A properly completed purchase order shall be required for each purchase decision (i.e., total amount of goods and services purchased, not unit cost), with the exception

of travel advances and expense reimbursements, which require the preparation of a separate form described elsewhere in this manual.

Purchase orders shall be pre-numbered, kept in a securely within the Microix electronic purchase order system and issued upon request from an authorized purchaser. Only users with access and permissions may create purchase orders within this system.

All purchase orders shall be recorded in a purchase order log within Microix. ECS uses Microix, an electronic purchase order system that assigns each PO a number and records that number in a log. At the end of each accounting period, an aged outstanding purchase order report shall be prepared and distributed to each purchasing representative and the CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE or Director of Finance.

A properly completed purchase order shall contain the following information, at a minimum:

1. Specifications or statement of services required
2. Quantity, description, price, applicable payment terms, applicable discounts(s) date of performance.
3. Contractor name, address, point of contact and phone number
4. Source of funding (if applicable)
5. Delivery or performance schedules
6. Delivery, packing, and transportation requirements/arrangements
7. Special conditions (if applicable)
8. Catalog number, page number, etc. (if applicable)
9. Net price per unit, less discount, if any
10. Total amount of order
11. Authorized signature/ approvals
12. Date purchase order was prepared

Additional disclosures may also apply for higher dollar purchases* Payment audit (records of costs will be available upon request) [60A-1.016, F.A.C.; 2 CFR Part 200 Appendix II]

- 1) Payment made after written “agency” acceptance
- 2) Payment timeframe – timely payments will be made
- 3) Funding availability/annual appropriation
- 4) No lobbying
- 5) Public access/public records
- 6) Conduct of business – federal/state laws govern
- 7) Conflict of interest/related party activities
- 8) Confidentiality and safeguarding information
- 9) Termination for cause – required for purchases in excess of \$10,000
- 10) Remedies – required for purchases in excess of \$35,000

Purchase orders, contracts or other agreement files must obtain/document the following elements:

- a. Quantity, description, price, applicable payment terms, applicable discount(s), date of performance, transportation/shipping arrangements, and other pertinent information.
- b. Additional purchase order terms/disclosures, required regardless of the scoped goods/services.
 - 1) Liquidated damages/financial consequences
 - 2) Payment audit (records of costs will be available upon request)
 - 3) Payment made after written “agency” acceptance
 - 4) Payment timeframe – timely payments
 - 5) Funding availability/annual appropriation
 - 6) No lobbying
 - 7) Public access/public records
 - 8) Conduct of business – federal/state laws govern
 - 9) Conflict of interest/related party activities
 - 10) Confidentiality and safeguarding information
- c. Other/additional terms may also apply based on scoped goods/services.
- d. If credit card transactions occur all the standards noted here will still apply.

All purchase orders, issued or voided, shall be recorded in the Microix system. At the end of each accounting period, an aged outstanding purchase order report shall be prepared and distributed to the Controller.

Minimum Entity control processes required for Purchase Orders (see 60A-1.016, F.A.C.)

- a. Secure all unused purchase orders in a safe place and restrict access to these documents. ECS maintains its purchase orders within the Microix system and limits access to that system.
- b. Maintain a file and accounting system for all consecutive purchase orders issued or voided.
- c. Maintain records of persons authorized to issue and sign each type of purchase order.
- d. Monitor and review processes for the use of purchase orders and field purchase orders (those issued by an agency/office that is separate from the agency purchasing office (i.e., satellite offices). Rationale for method of procurement.

Purchase orders are tools to manage the procurement process. Appropriate uses of purchase orders:
 60A-1.016, F.A.C.

- Purchase orders are:
 - Used to give a contractor approval to sell to the ECS.

- Used to control expenses.
- Issued and approved prior to the purchase.
- Periodic review of those with access to the purchase order system will be performed by the CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE or his/her designee.
- ***Blanket purchase orders can be established at the start of the fiscal year or at the time of purchase to authorize purchases from a vendor up to a set amount, thereby eliminating the need for monthly purchase orders for standard purchases.***

Required Solicitation of Quotations from Contractors

Solicitations for goods and services (requests for proposals or RFPs) should provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product, or service to be procured. Descriptions shall not contain features which unduly restrict competition. (2 CFR Part 200.319(c)(1))
2. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals. (See the next section entitled "Evaluation of Alternative Contractors" for required criteria.) (2 CFR Part 200.319(c)(2))
3. Technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards. (2 CFR Part 200.319(c)(1))
4. The specific features of "brand name or equal" descriptions that bidders are required to meet when appropriate. (2 CFR Part 200.319(c)(1))
5. A description of the format, if any, in which proposals must be submitted, including the name of the person to whom proposals should be sent.
6. The date by which proposals are due.
7. Required delivery or performance dates/schedules.
8. Clear indications of the quantity (ies) requested and unit(s) of measure.

Procurement File Requirements [45CFR Part 75.329]

ECS procurement staff will ensure that each procurement file include all of the following items.

- Public notice
- Copy of RFP

- Technical Requirements
- Statement of Work
- Cost Requirements
- Evaluation Criteria
- Proposals Submitted
- Evaluation of Proposals
- Board Approval of Contracts (as applicable)
- Contract Negotiations (*if different than proposed price*)
- Award of contract to lowest bidder who met the technical requirements/specifications

Extension of Due Dates and Receipt of Late Proposals

Solicitations should provide for sufficient time to permit the preparation and submission of offers before the specified due date. However, an extension may be granted if a prospective offeror so requests at ECS's discretion.

Contractor proposals are considered late if received after the due date and time specified in the solicitation. Late proposals shall be so marked on the outside of the envelope and retained, unopened, in the procurement folder. Contractors that submit late proposals shall be sent a letter notifying them that their proposal was late and could not be considered for award.

Evaluation of Alternative Contractors

Contractors shall be evaluated on a weighted scale that considers some or all of the following criteria as appropriate for the purchase:

1. Adequacy of the proposed methodology
2. Skill and experience of key personnel
3. Demonstrated experience
4. Other technical specifications designated by the department requesting proposals
5. Compliance with administrative requirements of the request for proposal (format, due date, etc.)
6. Contractor's financial stability
7. Contractor's demonstrated commitment to the nonprofit sector
8. Results of communications with references supplied by vendor
9. Ability/commitment to meeting time deadlines
10. Cost
11. Minority- or women-owned business status of vendor
12. Other criteria (to be specified by the department requesting proposal)

Not all of the preceding criteria may apply in each purchasing scenario. However, the department responsible for the purchase shall establish the relative importance of the appropriate criteria prior to

requesting proposals and shall evaluate each proposal on the basis of the criteria and weighting that have been determined.

After a contractor has been selected and approved by the Program Director and/or Senior Executive, the final selection shall be approved by others according to ECS's purchasing approval policies.

Affirmative Consideration of CMBE

(2 CFR Part 200.321)

Florida Certified Minority Business Enterprise (CMBE) includes minority-owned (MBE), woman-owned (WBE) and Veteran-owned (VBE)

Positive efforts shall be made by ECS to use, CMBE firms whenever possible. Therefore, the following steps shall be taken. At least one quote from a CMBE will be obtained for a purchase or documentation of why this quote was not obtained. Listings of CMBE can be found at <https://osd.dms.myflorida.com/directories>.

1. Ensure that small business, minority-owned firms, women's business enterprises, and labor surplus area firms are used to the fullest extent practicable. *(2 CFR Part 200.321)*
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small business, minority-owned firms, women's business enterprises and labor surplus area firms. *(2 CFR Part 200.321(b)(4))*
3. Consider in the contract process whether firms competing for larger contracts tend to subcontract with small businesses, minority-owned firms, and women's business enterprises. *(2 CFR Part 200.321(b)(6))*
4. Encourage contracting with consortiums of CMBE's, small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms when a contract is too large for one of these firms to handle individually. *(2 CFR Part 200.321(b)(3))*
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the minority-owned firms and women's business enterprises. *(2 CFR Part 200.321(b)(5))*

Availability of Procurement Records (2 CFR Part 200.324(b))

ECS shall, on request, make available for the federal awarding agency, OEL and the ELC of North Florida, pre-award review and procurement documents, such as requests for proposals, when any of the following conditions apply:

- The process does not comply with the ECS procurement standards in 2 CFR Part 200. (2 CFR Part 200.324(b)(1))
- The procurement is expected to exceed the federally-defined simplified acquisition threshold (\$150,000 or \$35,000 for State of Florida funded purchases) and is to be awarded without competition or only one bid is received. (2 CFR Part 200.324(b)(2))
- The procurement exceeds the simplified acquisition threshold and specifies a “name brand” product. (2 CFR Part 200.324(b)(3))
- The proposed award exceeds the federally-defined simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed-bid procurement. (2 CFR Part 200.324(b)(4))
- A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the federally-defined simplified acquisition threshold. (2 CFR Part 200.324(b)(5))
- Although this section refers to federal regulations that list situations in which the funding agency may request documentation of procedures, in reality, a funding agency may make such a request at any time.

Provisions Included in All Contracts (2 CFR Part 200.326 and Part 200 Appendix II)

ECS includes all of the following provisions, as applicable, in all contracts charged to federal awards (including small purchases) with vendors and subgrants to grantees:

1. **Contracts** for more than the simplified acquisition threshold currently set at \$150,000 or \$35,000 for State of Florida contracts, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7):** When required by Federal program legislation, all construction contracts of more than \$2,000 awarded by ECS and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as

supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

5. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333):** Where applicable All contracts awarded by ECS in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Works Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).
6. **Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organization and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the award agency.
7. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. **Mandatory** standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act ([42 U.S.C. 6201](#)).
9. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or subgrants of \$100,000 or more, ECS shall obtain from the contractor or subgrantee a certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352.
10. **Debarment and Suspension (E.O.s 12549 and 12689):** No contract shall be made to the parties listed on the General Services List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." *A list of excluded parties can be found at www.sam.gov. Some federal grants require evidence that a search for debarment or suspension status was completed for every purchase. This proof of a search is a part of the new vendor/contractor approval form.*

11. In accordance with 2 CFR Part 200.322, ECS must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
12. Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995: To the extent practicable, all equipment and products purchased with funds made available in this Act should be American-Made.
13. Other/additional terms may also apply based on scope of goods/services.

Special Purchasing Conditions

Emergencies:

Where equipment, materials, parts, and/or services are needed, quotations will not be necessary if the health, welfare, safety, etc., of staff and protection of Organization property is involved. The reasons for such purchases will be documented in the procurement file.

Single Distributor/Source:

Sole source purchases contractors may be made when one or more of the following conditions apply:

- The item or service is only available from one source;
- The situation is an emergency and will not permit a delay resulting from competitive solicitation;
- The awarding agency expressly authorizes noncompetitive proposals in response to a written request; or
- After solicitation, competition is deemed inadequate (insufficient bidders).

Approval from the awarding agency may be required.

Right to Audit Clause

ECS requires a "Right to Audit" clause in all contracts between the Organizations and vendors that either:

1. Take any form of temporary possession of assets directed for the Organization, or
2. Process data that will be used in any financial function of the Organization.

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

Contractor Files and Required Documentation

The Accounting Department shall create a contractor folder for each new contractor from whom ECS purchases goods or services.

The purchaser shall mail or email a blank Form W-9 to new contractor and request that the contractor complete and sign the W-9 (or provide equivalent, substitute information) and return it by mail or email. Completed, signed Forms W-9 or substitute documentation shall be filed in each contractor's folder. The purchaser will also fill out the new vendor request form which includes evidence that a search for debarment or suspension status was completed and when available a voided check from the contractor to ensure accurate set-up of electronic payments

Procurement Grievance Procedures

Any bidder may file a grievance with ECS following a competitive bidding process. Once a selection is made, bidders must be notified in writing of the results. The written communication mailed to bidders must also inform them that they may have a right to appeal the decision. Information on the organization's appeal procedures must be made available to all prospective contractors or subgrantees upon request, including the name and address of a contact person, and a deadline for filing the grievance. Grievances are limited to violations of federal laws or regulations, or failure of the Organization to follow its own procurement policies.

Receipt and Acceptance of Goods

A designated individual shall inspect all goods received. Upon receipt of any item from a contractor, the following actions shall immediately be taken:

1. Review bill of lading for correct delivery point.
2. Verify the quantity of boxes/containers with the bill of lading.
3. Examine boxes/containers for exterior damage and note on the bill of lading any discrepancies (missing or damaged boxes/containers, etc.).
4. Sign and date the bill of lading.
5. Remove the packing slip from each box/container.
6. Compare the description and quantity of goods per the purchase order to the packing slip.
7. Examine goods for physical damage.
8. Count or weigh items, if appropriate, and record the counts on the purchase order.

This inspection must be performed in a timely manner to facilitate prompt return of goods and/or communication with contractors.

Contract Administration

- a. ECS is required to have policies and procedures on contract administration. (*2 CFR Part 200.318(b); 45 CFR § 75.327(a); 45 CFR § 75.329; and 45 CFR § 92.36 and s. 287.057(15), F.S.*) For each agreement funded by federal or state financial assistance, ECS will designate an employee to function as a contract administrator and a contract/grant manager. The contract administrator will be responsible for providing clear, explicit and documented communication. The contract/grant manager shall be responsible for enforcing performance of the agreement's terms and conditions and shall serve as a liaison with the recipient or subrecipient. Therefore, all contract administrators will adhere to the following procedures.
1. Contract administration files shall be maintained:
 - a. For each contract a separate file shall be maintained in the ECS Contract files maintained by the CEO's administrative assistant. These files will be accessible to the Senior Management team as well as the contract administrator and manager. The Administrative Assistant will be responsible for maintaining the documentation given to her by the contract administrator and manager.
 - b. The contract administrator for each contract will be assigned by the department manager.
 - c. All contracts will be signed by the CEO or his/her designee.
 - d. An executed copy of every contract and all amendments will be given to the CEO's administrative assistant to file in the ECS contracts files.
 - e. A contract file will consist of the following items:
 - f. A copy of the contract and supporting documentation including bids, price comparisons, vendor forms, lease purchase analysis, will be submitted to the Accounts Payable department to keep in the contractor (vendor) file.
 2. Contract administration files shall contain:
 - a. The required documentation specified in the authorizations and purchasing limits table for the original scope of work and for all amendments.
 - b. A contract file will consist of the following items:
 1. Original executed (signed) contract/grant
 2. Contractor name
 3. Contract amount
 4. Subcontracts, memorandums of agreement, if applicable
 5. Amendments

6. Bids and/or price comparisons,
 7. Vendor approval forms
 8. Lease purchase analysis
 9. Notice of Federal Interest
 10. Renewals
 11. Bonds
 12. Insurance
 13. Funding source(s)
 14. Contract relationship [Ch. 69I-5.006, FAC and 45 CFR Part 75.351]
 15. Provider's justification of need for advance, if applicable
 16. Scoped reporting requirements (evaluation reports, performance measures, etc.)
- c. Where the contract work is identified in the grant award or budget, the identification and scope of the work contained in the award or budget, and all approved changes.
3. Authorization of work:
- a. No work shall be authorized until the contract for the work has been approved and fully executed.
 - b. No change in the work shall be authorized until an amendment to the contract for the work has been approved and fully executed, except as permitted for Special Purchasing Conditions.
 - c. No amendment of a contract for work shall be executed until it has been approved and authorized as required in the Authorizations and Purchasing Limits table and, where required by the terms of the grant award or budget, approval by the funding source.
4. Conformance of work:
- a. For each grant award, based on the applicable laws, regulations and grant provisions, the Contract Manager shall establish and maintain a system to reasonably assure contractor:
 - i. Conformance with the terms, conditions, and specifications of the contract, and
 - ii. Timely follow-up of all purchases to assure such conformance and adequate documentation.
5. Day-to-day management documents [*s. 287.057(15), F.S. ; DFS FCCM Manual; OA-1, FAC; 45 CFR Part 75.327(a); 45 CFR Part 75.329*]
- A.** Performance documentation
 - B.** Correspondence
 - C.** Payment documentation
 - D.** Deliverables
 - E.** Subcontractor approvals
 - F.** Status of reporting requirements
 - G.** Contract monitoring

- 1) SR/VPK provider contracts – *see separate sections of SR Plan for more information, not addressed here*
 - 2) Vendors/contractors
 - 3) Subrecipients
6. Formal monitoring process [*CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCEM No. 06 (2011-12), Contract Monitoring and Documenting Contract Performance*]
 - A. Risk Assessment
 - B. Monitoring Plan
 - C. Monitoring Procedures and Criteria
 - D. Evidence to support conclusions reached during its monitoring process
 - E. Corrective Action Plan (if required)
 - F. Follow-up on Corrective Action (if required)
7. Other related contracts administration activities
 - A. Subrecipient contracts and subawards
 - B. Risk assessments – planning and monitoring phases
 - C. Additional disclosures and special conditions
 - D. Contracts Closeout
 - E. Problems with Vendor/Contractor Performance
 - F. Contract Termination
 - G. Prior approval documentation requirements
 - H. Conflict of Interest disclosures (if applicable)
 - a. ECS governing board members
 - b. ECS employees
 - c. Relative(s) of either group as defined in statute
 - d. Organizational conflicts
8. The Program Director and/or VP will authorize payment of invoices to contracts after final approval of work products.

Disbursements

ACCOUNTS PAYABLE MANAGEMENT

Overview

ECS strives to maintain efficient business practices and good cost control. A well-managed accounts payable function can assist in accomplishing this goal from the purchasing decision through payment and bank account reconciliation. The following are general policies for accounts payable:

- Assets or expenses and the related liability are recorded by an individual who is not responsible for ordering and receiving.
- The amounts recorded are based on the contractor invoice for the related goods or services.
- The contractor invoice should be supported by an approved purchase order where required by ECS policy, and should be reviewed and approved by a Department Director (Head Start Director, Director or member of Senior Management team in charge of a grant or department) with knowledge of the grant and purchase prior to being processed for payment.
- Invoices and related general ledger account distribution codes are reviewed prior to posting to the subsidiary system.

The primary objective for accounts payable and cash disbursements is to ensure that:

- Disbursements are properly authorized.
- Invoices are processed in a timely manner.
- Contractor credit terms and operating cash are managed for maximum benefits.
- Since ECS has an electronic requisition system, ECS's procedures will include data entry or other responsibilities such as on-line approval of purchase orders

Policy References/Statements:

ECS will comply with the following references/statements related to federal/state laws, regulations, statutes and rules.

- Chapter 60A – General Regulations
- Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
- Section 287.058, F.S. – Contract document
- Rule 60A-1.002, FAC – Purchase of commodities or contract services
- Chapter 69I – Division of Auditing and Accounting
- Compliance with Rule 69I-24, F.A.C. – Payment of Vouchers by State Warrant
- Compliance with Rule 69I-40, F.A.C. – Bureau of Auditing invoice requirements
- DFS Reference Guide for State Expenditures
 - CHIEF FINANCIAL OFFICER Memo No. 01 (2012-13), Contract Summary Form

- CHIEF FINANCIAL OFFICER Memo No. 02 (2012-13), Contract and Grant Reviews and Related Payment Processing Requirements
- CHIEF FINANCIAL OFFICER Memo No. 03 (2014-15), Compliance Requirements for Agreements
- CHIEF FINANCIAL OFFICER Memo No. 06 (2011-12), Contract Monitoring and Documenting Contractor Performance
- PUR 1000 and 1001
- OEL Program Guidance PG 250.01, Other Cost Accumulator (OCA) Working Definitions
- OEL annual grant agreement Exhibit I for specified prohibited costs
- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Recording of Accounts Payable

- All valid accounts payable transactions, properly supported with the required documentation, shall be recorded as accounts payable in a timely manner.
- Accounts payable are processed on a daily basis. Information is entered into the system from approved invoices with appropriate documentation attached.
- Since ECS accepts electronic invoices, each invoice will be checked against contractor payment files to ensure an invoice is only paid once.
- No payments will be made from contractor statements.

Accounts Payable Cutoff

For purposes of the preparation of the ECS's monthly financial statements, all contractor invoices that are received, approved, and supported with proper documentation by the fifth day of the following month shall be recorded as accounts payable as of the end of the immediately preceding month if the invoice pertains to goods or services delivered by month-end.

Preparation of a Voucher Package

Prior to any accounts payable being submitted for payment, a package called a "voucher package" shall be assembled. Each voucher package shall contain the following documents:

1. Contractor invoice (or employee expense report)
2. Packing slip (where appropriate)
3. Receiving report (or other indication of receipt of merchandise and authorization of acceptance)
4. Purchase order as required by procurement policies
5. Any other supporting documentation deemed appropriate
6. Any of these documents may be submitted to the payables department electronically when available.

Invoice processing policy disclosures [69I-40.002(3), F.A.C.]

1. Contractual service invoices submitted by a vendor/contractor/service provider for payment processing must clearly identify, at a minimum,
 - a. The dates of services, a description of the specific contract deliverables provided during the invoice period and the quantity provided, and the payment amount specified in the agreement for the completion of the deliverable(s) provided.
2. Cost reimbursement invoices must reflect the expenditures incurred by expenditure category.
3. Required information may be submitted on the invoice or in a report format along with any other information required by the terms of the agreement.
4. Written certification, from the contract/grant manager, that services were performed before making payment in accordance with the contract terms must be obtained and kept in entity files. [s. 287.057(14), F.S.]

Invoice processing controls [69I-24.003, F.A.C.; CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCEM

No. 06 (2011-12)]

1. ECS will receive deliverables and provide written certification of such before payments are made.
 - a. Approval and inspection of goods or services shall take no longer than 5 working days unless the bid specifications purchase order or contract specifies otherwise. [s. 215.422(1), F.S.]
 - b. Terms conditions must be specified and must accompany the request for payment to evidence delivery of goods/services.
 - c. ECS payables staff must ensure that deliverables were received on time and as intended (i.e., met performance measures) before release of payment is approved/processed. This can be met with the written certification from the assigned contract manager or person receiving the goods or service on the invoice or another written form.
2. ECS will ensure invoices have adequate documentation and are processed on a timely basis.
 - a. Documents for goods/services received are date stamped.
 - b. Review invoice for accuracy and completeness of the following details. [69I-40.002, (3), F.A.C.]
 - 1) Description of the item(s).
 - 2) Number of units.
 - 3) Cost per unit.
 - 4) Service dates coincide with invoice period.
 - 5) Minimum level of services has been provided.
 - 6) Amount invoiced coincides with the terms/conditions.
 - c. Verify any required supporting documentation has been submitted.
 - d. Review documentation to gain reasonable assurance that commodities/contractual services have been satisfactorily provided within the terms of the contract/agreement.
 - e. Complete any additional processes required by ECS policy.
 - f. Certify the ECS's receipt of goods/services.
 - g. Invoices shall be paid according to state rules for Prompt Payment Compliance.
 - 1) Section 215.422(3)(b), F.S., requires interest to be paid to the vendor if payment is not issued within 40 days after receipt of the invoice and receipt, inspection, and approval of the goods and services.
 - 2) DFS does not require agencies to pay interest penalty invoices of less than \$1.00 unless the vendor asserts his right to the interest penalty payment either orally or in writing.
3. Enforce terms and conditions [s. 287.057(14)(b), F.S.; DFS-related contract manager guidance]

- a. ECS staff assigned contract/grant management duties are required to work with the contractor/vendor to ensure that goods/services are received as intended and contract/agreement terms are enforced.
 - b. Use performance bonds when appropriate.
 - c. Verify financial consequences are addressed.
 - d. Verify terms for liquidated damages are included (when applicable) to compensate the ECS for any losses realized.
4. For disputes about receipt of goods/services **[s. 215.422(8), F.S., Payments...disputes]**
- a. ECS will have written procedures and instructions for staff.
 - 1) Invoice may be prorated, reduced or withheld according to the financial consequences established in contract/agreement.
 - 2) Partial or prorated payments must be made based on the deliverables that can be validated and supported by adequate documentation.
 - b. If no financial consequences are included in contract/agreement OR documentation can't be provided, the payment should be withheld until the issue is resolved or a settlement is reached.
 - c. Inform staff of settlement agreement process.
 - 1) Used when the amount owed to a provider/contractor is in dispute.
 - 2) A lengthy, cumbersome and potentially expensive process the Coalition will not be able to complete alone; legal counsel will be required.
 - 3) Required for many situations including
 - a) To settle a lawsuit, damages or legal fees;
 - b) Absence of an executed agreement;
 - c) Agreement was executed after services were rendered;
 - d) Additional services not included in the agreement were provided;
 - e) Services were rendered after the agreement expired.

Processing of Voucher Packages

The following procedures shall be applied to each voucher package by the Accounts Payable Accountant/Staff:

- 1. Check the mathematical accuracy of the contractor invoice.
- 2. Compare the nature, quantity, and prices of all items ordered per the contractor invoice to the purchase order, packing slip, and receiving report.
- 3. Document the general ledger distribution, using the ECS's current chart of accounts.
- 4. Obtain the review and approval of the Department Director /Senior Executive (or designee) associated with the goods or services purchased.

Approvals by Department Directors indicate their acknowledgment of satisfactory receipt of the goods or services invoiced, agreement with all terms appearing on the contractor invoice, agreement with

general ledger account coding, and agreement to pay vendor in full. Approvals shall be documented with initials or signatures of the approving individual, and date of approval.

Payment Discounts

To the extent practical, ECS takes advantage of all prompt payment discounts offered by contractor. When such discounts are available and all required documentation in support of payment is available, payments will be scheduled so as to take full advantage of the discounts.

Employee Expense Reports

TRAVEL

Travel Advances

Funds will be advanced for upcoming travel only upon receipt of a completed and properly approved request for travel advance. Travel advances are to be used only for the purpose intended. Travel expenses are to be made in accordance with the ECS's travel policies as explained in this section.

Employees receiving travel advances are required to sign for the advance signifying their acknowledgment of, and agreement with, these policies. Employees receiving travel advances must submit an expense report within 5 business days of returning from travel. No further travel advances will be issued to any employee who has an outstanding balance or reports due to ECS from previous business trips.

Employee and Director Business Travel

At the conclusion of an ECS business trip, an employee or member of the Board of Directors who has incurred business-related expenses should complete an expense report in accordance with the following policies:

1. Documentation must justify that participation of the traveler is necessary for the Federal award and costs are reasonable and consistent with ECS's travel policy. *(2 CFR Part 200.474(b)(1) and (2))*
2. Identify each separately incurred business expense (i.e., do not group all expenses associated with one trip together).
3. With the exception of tips, tolls, reimbursed mileage, and per diems, all business expenses must be supported with invoices/receipts.

4. ECS will reimburse employees at per diem rates established the State of Florida. Therefore, meal receipts are not required except for business entertainment which is addressed in Point 9 below.
 - a. It is the ECS's policy that payment for the first and last day of travel will be at 75% of the full per diem unless the hours of departure and arrival meet the requirements of a full day's travel. *For example, leaving very early in the morning (e.g. before 6:00 AM), and returning late at night (e.g. after 8:00 PM), may constitute a full day of travel, rather than 75%.*
 - b. If the conference or meeting which the traveler attends provides a meal, the value of that meal will be deducted from that day's per diem.
5. Contractor receipts/invoices must be submitted for all lodging and any expenditure other than meals.
6. Staff should use discretion when booking hotel rooms for any ECS travel and stay within in contractual or legal limits for reimbursement by the appropriate contract. Hotel costs in excess of the limit must be preapproved by the CEO or the CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE
7. For airfare, airline-issued receipts and the return trip boarding pass should be obtained. If a traveler fails to obtain a receipt, other evidence must be submitted indicating that a trip was taken and the amount paid (for example, a combination of an itinerary, a credit card receipt, and return trip boarding pass(es).
8. Mileage may be reimbursed at the standard State of Florida rates currently in effect.
9. General ledger account coding must be identified for all expenditures.
10. For all meals and other business expenditures, the following must be clearly identified:
 - a. Names, titles, organization, and business relationships of all persons
 - b. The business purpose of the meal or other business event (topics discussed, etc.)
 - c. Meal receipts should be the actual, detailed receipt, not the credit card receipt. The credit card receipt may not provide enough detail.
11. All expense reports must be signed and dated by the employee.
12. All expense reports must be approved by the employee's supervisor
13. Only one expense report form should be prepared for each trip.

An employee will not be reimbursed for expense reports not meeting the preceding criteria. If the expense report results in a balance due to ECS (as a result of receiving a travel advance greater than

actual business expenditures), the employee must attach a check or sign a statement indicating authorization to settle the balance due through a payroll deduction. If the expense report results in a balance due to the employee, the employee will be reimbursed through the next expense reimbursement payment run.

No further travel advances will be issued to any employee who has an outstanding balance due to ECS from previous business trips. If intentional misuse of travel advances or reimbursements is noted, the employee will be subject to disciplinary actions found in the ECS Employee Handbook.

Reimbursements for travel expenses, business meals, or other approved costs will be made only upon the receipt of a properly approved and completed expense reimbursement form (see further policies under "Travel and Business Entertainment"). All receipts must be attached, and a brief description of the business purpose of trip or meeting must be noted on the form. Expense reports will be processed for payment within 20 business days of month end. Expenses older than two months will not be reimbursed, without department head approval.

Expense reports must be signed and dated by the employee's supervisor. The supervisor's signature indicates that they have reviewed the request to ensure that it meets guidelines and that adequate supporting record and any required signatures/statements from the traveler are included. The supervisor should also review to ensure that the most economical and efficient method for travel is used for each event. If the supervisor is not available another member of the management team may sign off if they are in a position to have knowledge of the employee's travel. ECS will be transitioning to an electronic mileage/travel expense reimbursement system that will pay expenses through the payroll system.

Minimum required travel policy disclosures [2 CFR Part 200.302, financial management systems; 200.303, internal controls; DFS Reference Guide, DFS State Travel Manual; s. 112.061, F.S. Per Diem and travel expenses of public officers, employees, and authorized persons; and CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE Memo No. 06 (2016-17)]

- a. The board of directors will review and accept the travel costs of the CEO and other members of the senior management team.
- b. Should the management become aware of misuse of travel funds by staff or members of the management team, such misuse will be documented in the personnel files of the staff member and of any resulting disciplinary actions (if applicable).

Reconciliation of A/P Subsidiary Ledger to General Ledger

At the end of each monthly accounting period, the total amount due to contractors per the accounts payable subsidiary ledger shall be reconciled to the total per the accounts payable general ledger account (control account). All differences are investigated and adjustments are made as necessary. The

reconciliation and the results of the investigation of differences are reviewed and approved by the CFO/Director of Finance.

Also on a monthly basis, the Account Payables shall perform the following procedures:

1. Check all statements received for unprocessed invoices.
2. Check the purchase order file for open purchase orders more than 30 days old and follow up.

Vendors wishing to be paid by ACH must submit a request form including the routing number and account number and may submit a voided check to the AP accountant if available. The routing number and account number are entered into the accounting software by the Director Of Finance or Fiscal Controller.

All ACH payments to vendors are made by uploading an ACH file created in the accounting software and uploaded to the bank. The files are created by the accounts payable accountant and uploaded by either the Fiscal Controller or the Chief Financial Officer/Director Of Finance. All uploads are confirmed by the bank both in the total amount of the uploaded transactions and the number of vendors paid in the uploaded file. These confirmations are used to confirm the reports amounts in the AP accounts email after each upload.

Management of Accounts Payable Contractor Master File

Upon the receipt of an invoice from a new contractor that is not already in ECS's Accounts Payable Contractor Master File, the Accounts Payable staff shall mail (or email) a Form W-9 and a request for completion of the Form W-9, including the vendor's full address and federal employer identification number.

For contractors that will be paid a total of \$10,000 or less during the ECS's fiscal year, the contractor file data may be limited to the contractor name and address. However, for all contractors to be paid more than \$10,000 during a fiscal year, the file shall include all of the following data:

- Contractor's legal name and any DBA name(s)
- Street address (payments may be mailed to a P.O. Box, but a street address must be in the file)
- Federal employer identification number
- Telephone number
- Fax number
- Contact name

Payments shall not be made to any contractor whose file does not comply with the preceding requirements.

On an annual basis, contractors that have not been utilized over the preceding 24-month period shall be purged (or made inactive) from the master contractor file. In addition, on an annual basis an internal audit shall be performed of the master contractor file and payments made to each contractor. This analysis, to be performed by the CFO or Director of Finance or their designee shall consist of the following procedures, at a minimum:

1. Cross-checking of contractors with matching street or P.O. Box addresses
2. Review of payment histories for signs of repeat invoice numbers or other indications of duplicate payments

Any unexplained deviations or irregularities noted in connection with the preceding internal audit procedures shall be reported to the chair of the ECS's Audit Committee.

Office of Foreign Assets Control (OFAC) Database Searches

It is the policy of ECS to perform a search of the Office of Foreign Assets Control (OFAC) for any non-U.S.-based contractor or payee upon setting that payee up in the accounts payable system and periodically on at least an annual basis thereafter. The OFAC search shall be initiated by the Accounts Payable using the ECS selected vendor(s) and the results shall be presented to the Director of Finance for review, approval, and proper disposition, depending on the outcome of the search.

Note: Consideration of the OFAC database is not yet required of nonprofit, but is a recommended best practice for any organizations doing work abroad or otherwise making payments to non-U.S. individuals, businesses, or organizations. The purpose of the OFAC search is to determine whether the proposed payee has been identified as possibly being linked to terrorism. Performing such a search is part of the Treasury Department's recommended guidelines for nonprofit. There are vendors who can quickly perform this search.

Verification of New Contractor

Account Payables will perform additional procedures to validate the legitimacy of new contractors that shall be paid one-time or cumulative payments in excess of \$25,000. For such contractors, the Account Payables shall perform a limited public records search and shall contact the contractor to validate its existence.

Delegation of Authority: All Board authority delegated to staff is delegated through the Chief Executive Officer, so that all authority and accountability of staff as far as the Board is concerned is considered to be the authority and accountability of the Chief Executive Officer. ECS's Accounting and Financial

Policies establish the limit of authority of the Chief Executive Officer regarding financial transactions. The Board designates authority to the CEO's administrative assistant to review and approve the Chief Executive Officer's timesheets, leave requests, work related travel expenses, and other routine operational requests on a monthly basis. These documents are made available for Board review at each regular Board meeting.

Prior Approval of Travel by the Board of Directors

Annually the board approves The ECS Board approves travel costs for out of state travel for staff working with and charged to the ELC of North Florida contract including room, mileage, airfare, rental cars, conference costs, and other costs as are reasonable and necessary in the course of performing the duties in an amount based on the planned travel for the year. Some examples of necessary travel are CLASS training, NAEYCE National Conference, Child Care Aware National Conference and other trainings held out of state that are necessary for the performance of duties.

The ECS Board also approves up funds for travel for ECS's CEO for in state or out of state travel including reimbursement for local mileage and for in state and out of state conferences or trainings as is necessary in the performance of her duties in amounts based on planned travel for meetings, conferences and other trainings as is reasonable and necessary in the course of the performance of his/her duties as CEO.

Reasonableness of Travel Costs

ECS shall reimburse travelers only for those business-related costs that are reasonably incurred. Accordingly, the following guidelines shall apply:

1. Payment for suites and other upgraded rooms at hotels shall not be allowed unless required by a medical condition. Travelers should stay in standard rooms. Travelers may if they wish but will not be required to share rooms. If sharing a suite is less expensive than separate rooms for each traveler, this will be allowed but it is up to the individual travelers to agree to the policy.
2. Ask hotels for any available discounts – nonprofit, government, or corporate rates.
3. When utilizing rental cars, travelers should rent midsize or smaller vehicles unless safety considerations require a larger vehicle. Rental of a vehicle larger than midsize must be approved by a supervisor. Share rental cars whenever possible.
4. Business-related long-distance telephone calls while away on business travel are permitted, but should be kept to a minimum. Expense reports should explain long-distance charges.
5. Whenever possible, travelers should utilize long-distance calling cards when placing calls while away on travel. Avoid using the hotel's long-distance service whenever possible. (Note: see the next section of cell phone policies.)

6. Reasonable tips for baggage handling shall be reimbursed. No receipts are required.
7. If required by the funding source, foreign travel charged to federal grants must be approved in writing by the funding source prior to travel.

Special Rules Pertaining to Air Travel

The following additional rules apply to air travel:

1. Air travel should be at coach class or the lowest commercial discount fare at the time the ticket is purchased except when this fare would:
 - a. Require circuitous routing,
 - b. Require travel during unreasonable hours,
 - c. Excessively prolong travel,
 - d. Result in additional costs that would offset the transportation savings, or
 - e. Offer accommodations not reasonably adequate for the traveler's medical needs.
2. First class air travel shall not be reimbursed unless there is a medical reason which must be documented and approved by a supervisor.
3. Memberships in airline flight clubs are not reimbursable.
4. Cost of flight insurance is not reimbursable.
5. At least two quotes from a travel agency and/or an airline website should be obtained and attached to the expense report.
6. Cost of upgrade certificates is not reimbursable.
7. The cost of baggage fees required by airlines to either check or carry-on luggage is allowable and reimbursable.
8. Cost of canceling and rebooking flights is not reimbursable, unless it can be documented that it was necessary or required for legitimate business reasons (such as changed meeting dates, etc.).
9. Travelers must identify and pay for all personal flights, even if such flights are incorporated into a flight schedule that serves business purposes (i.e., ECS will not reimburse for the personal legs of a trip).
10. Frequent flyer miles will accrue to the traveler, not the ECS.

Spouse/Partner Travel

ECS does not reimburse any employee or board member for separate travel costs (air fare, etc.) associated with his or her spouse or partner. The cost of a shared hotel room need not be allocated between employee/director and spouse/partner for purposes of this policy.

CELL PHONES

Issuance of Corporate Cell Phones

ECS recognizes that certain job functions require that an employee be accessible when away from the office or during times outside scheduled working hours. For this reason, ECS will provide cell phones to select employees as a working condition fringe benefit. Supervisors of employees who travel frequently on ECS business may request a corporate cell phone for specific employees by contacting the Department Head who will request the phone from the Information Technology department. Job descriptions and personnel manuals will document the business reasons for providing employees with cell phones.

Corporate cell phone holders will be required to sign a statement acknowledging that the cell phone shall be used for legitimate ECS-related business purposes, shall not be used while driving. The cell phone holder also agrees to take reasonable precautions to protect the cell phone from loss or theft by storing it in a secure location.

While corporate-issued cell phones are intended for ECS-related business use, ECS recognizes that occasional personal use may occur. ECS employees should make every effort to keep personal use of company cell phones to a minimum. Because such employer-provided cell phones are considered to be a working condition fringe benefit, the ECS employees' use of the cell phone for personal reasons may be treated as excludable from the employees' income as a de minimis fringe benefit. That is, the value of personal use of an ECS-owned cell phone will not be taxable income to the employee.

Cell Phone Use

Employees of ECS are prohibited from using a corporate-owned cell phone or similar device, hands-on or hands-free, while driving, whether the business conducted is personal or ECS-related. This prohibition includes receiving or placing calls, text messaging, accessing the Internet, receiving or responding to email, checking for or listening to voice messages, or any other uses.

Similarly, employees of ECS are prohibited from using their personal cell phone or similar device for any purpose, hands-on or hands-free, while driving either a company vehicle or a personal vehicle while on company business.

Cell Phone Plans

The Fiscal Department will negotiate a master cell phone contract with a single contractor. All corporate-owned cell phones are to be acquired through the preapproved contractor. Exceptions to this

policy may be made due to cell phone area coverage. Any exceptions must be approved by the employee's supervisor.

Cell phone plan terms will initially be set based on the employee's anticipated needs and the negotiated price per line/plan with the single contractor. For instance, currently ECS has unlimited plan for all lines that result in the lowest price overall even though a particular employee may use very few minutes.

ECS will monitor usage and recommend adjustments to terms as needed to ensure that the ECS overall is on the most efficient plan based on the needs of ECS overall depending on the negotiated companywide plan. Initial cell phone plan terms and any subsequent changes in terms will be approved in advance by the Department Director.

Upon receiving the cell phone, the employee is required to sign a statement of receipt and acceptance of responsibility for corporate cell phones.

Cell phone holders shall report the loss or theft of a corporate cell phone immediately by notifying their supervisor and the Manager of IT.

Revocation of Corporate Cell Phones

Failure to comply with any of these policies associated with the use of ECS's corporate cell phones shall be subject to possible revocation of corporate cell phone privileges.

CASH DISBURSEMENTS (CHECK-WRITING) POLICIES

Note: ECS's purchasing and check-writing policies and procedures demonstrate sound internal controls designed to prevent or detect disbursements frauds attempted by outside parties or employees. Segregation of duties is a key element of fraud prevention and detection. In that regard, as much as possible, the following characteristics should be demonstrated through the ECS's policies:

- 1. Authorization of purchases performed by individuals who do not have check-writing and recording abilities.***
- 2. Receipt of supplies and other assets ordered from contractors by someone other than the individual who has final approval to pay the contractor.***
- 3. Check signing by individuals who do not have the ability to record disbursements in the journal or general ledger.***
- 4. Bank reconciliations performed by individuals who do not prepare, sign, or record purchases or disbursements.***

Disbursement Control Systems

ECS's policies and procedures will comply with the following federal/state laws, regulations, statutes and rules.

- 60A-1.016 F.A.C., Contract and Purchase Order Requirements.
- DFS Reference Guide for State Expenditures
- DFS State Travel Manual
- CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE Memo No. 06 (2016-17), *Guidance for Travel restrictions imposed by Ch. 2016-62, FL Law*
- CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE Memo No. 02 (2014-15), *State of Florida Purchasing Card Program Convenience Fees/Surcharges*
- OEL annual grant agreement Exhibit I for specified prohibited costs
- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR 200.302, *Financial management systems*
 - 2 CFR 200.302(7), *Financial management systems* – allowability of costs
 - 2 CFR 200.303, Internal controls
 - 2 CFR 200, Subpart E – Cost Principles
- OEL Program Guidance files
 - Program Guidance 440.10 – Office of Early Learning Match Reporting Guidance
 - Program Guidance 240.01 – Cash Management Procedures
 - Program Guidance 240.04 – School Readiness Funds Management
 - Program Guidance 240.05 – Guidance on Prior Approval Procedures
 - Program Guidance 240.06 – Reimbursement Request Requirements for ELCs
 - Program Guidance 250.01 – Other Cost Accumulators (OCAs) Guidance

Check Preparation

ECS prints contractor checks and expense reimbursement checks on a [weekly] basis. Checks shall be prepared by persons independent of those who initiate or approve expenditures, as well as those who are authorized check signers.

All contractor and expense reimbursement checks shall be produced in accordance with the following guidelines:

1. Expenditures must be supported in conformity with purchasing, accounts payable, and travel and business entertainment policies described in this manual.
2. Timing of disbursements should generally be to take advantage of all early-payment discounts.
3. Generally, all contractors shall be paid within 30 days of submitting a proper invoice upon delivery of the requested goods or services.
4. Total cash requirements associated with each check run are monitored in conjunction with available cash balance in bank prior to the release of any checks.

5. All supporting documentation is attached to the corresponding check prior to forwarding the entire package to an authorized check signer.
6. Checks shall be utilized in numerical order and unused checks are stored in a locked safe in the accounting department.
7. Checks shall never be made payable to "bearer" or "cash."
8. Checks shall never be signed prior to being prepared.
9. Upon the preparation of a check, contractor invoices and other supporting documentation shall immediately be canceled in order to prevent subsequent reuse.

Check Signing

Checks of less than \$1000 require two signatures and utilize the accounting software package for these signatures. Checks of > \$1000 but < \$5,000 utilize the accounting software package for one signature and require one live signature. Checks over \$5,000 require two live signatures. All check signatories must be approved by the CEO. No checks shall be signed prior to the check being completed in its entirety (no signing of blank checks).

Checks shall be signed by an individual other than the one who approved the transaction for payment.

Check signers should examine all original supporting documentation to ensure that each item has been properly reviewed prior to signing a check. Checks should not be signed if supporting documentation appears to be missing or there are any questions about a disbursement.

Equipment used to sign checks (plates, stamps, CD, etc.) will be kept in a locked drawer (safe). Access to the equipment shall be restricted to the CEO and his or her designee. An authorized check signer will review check run and supporting documentation, and initial approval.

The use of electronic funds transfer (EFT) to pay contractors is becoming more common and saves ECS both human and financial resources. To ensure effective internal controls, an authorized check signer will review the listing of checks paid by EFT, and sign and date the report.

Mailing of Checks

After signature, checks are returned to the Accounts Payable Clerk. The clerk then mails checks immediately. Checks shall not be mailed by or returned to the individuals or departments that authorized the expenditures.

Voided Checks and Stop Payments

Checks may be voided due to processing errors by making proper notations in the check register and defacing the check by clearly marking it as "VOID." All voided checks shall be retained to aid in preparation of bank reconciliations.

Stop payment orders may be made for checks lost in the mail or other valid reasons. Stop payments are processed by telephone instruction and written authorization to the bank by accounting personnel with this authority. A journal entry is made to record the stop payment and any related bank fees.

Recordkeeping Associated with Independent Contractors

ECS shall obtain a completed Form W-9 or equivalent substitute documentation from all contractors to whom payments are made (see "Accounts Payable Management" policies). A record shall be maintained of all contractors to whom a Form 1099 is required to be issued at year-end. Payments to such contractors shall be accumulated over the course of a calendar year.

Control Grid – Purchasing and Disbursements

ECS strives to maintain adequate segregation of duties in its purchasing and disbursements functions. The following table illustrates how responsibilities have been assigned. In this table personnel are identified as follows:

- A. Department Directors/Senior Management Team Member
- B. Department Managers/Authorized Staff Member
- C. Director of Finance/CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE
- D. Senior Accountant/Controller
- E. Accounts Payable

Duty	A	B	C	D	E
Inputs data into vendor master file					X
Obtains Form W-9 from new contractors		X			
Initiates purchases		X			
Authorizes purchases	X				
Prepares purchase order/requisition		X			
Prepares request for proposal			X		
Administers collection of proposals			X		
Evaluates proposals	X	X			
Selects contractor	X				
Receives contractor invoice					X
Approves contractor invoice	X				
Assigns general ledger coding	X				
Inputs invoice into A/P system					X
Selects A/P to be paid				X	
Runs A/P checks					X
Reviews checks			X		
Signs checks	X		X		
Mails checks					X
Maintains custody of unused checks				X	
Reconciles A/P to general ledger				X	
Performs bank reconciliation				X	
Reviews cancelled checks				X	
Reviews bank reconciliations			X		

CREDIT CARDS/PURCHASING CARDS/Vouchers

Issuance of Corporate Credit Cards or Purchasing Cards

ECS recognizes that there will be occasions when employees need to use a corporate credit card for travel and online purchases. Only members of the Senior Management team will be issued credit cards. Periodically and with changes in the Senior Management team, the Chief Financial Officer/Director Of Finance will review the list of all cardholders and make changes as needed. Each cardholder is responsible for the charges to his or her card. Prior to a cardholder receiving a credit card, the Chief Financial Officer/Director Of Finance will ensure that they receive and the cardholder will sign a copy of the following

Users of ECS credit cards will observe the following:

- The card shall be used exclusively for legitimate ECS-related business purposes.
- The cardholder will avoid splitting purchase or service costs over multiple transactions to circumvent the single transaction limit.
- The cardholder agrees to take reasonable precautions to protect the card from loss or theft by storing it in a secure location, and understands the actions to take in case of theft or loss.
- The cardholder will follow all required procurement policies and procedures.
- The cardholder understands and agrees to disciplinary procedures for misuse of the card.
- Cardholders may not make card purchases in excess of the level of their approval unless supervisor approval has been obtained and documented by a purchase order.

Sales Tax

Card users should remind contractors at the time of purchase that according to the tax laws in Florida, ECS is exempt from sales tax. Cardholders should keep a copy of ECS's sales tax exemption form with them to present to the vendor at the time of purchase. If a cardholder is charged sales tax for a card purchase that should be tax exempt, the cardholder should contact the contractor directly to request a credit for the amount of the sales tax.

Card User Responsibilities

Card users will turn in receipts with appropriate account coding to Accounts Payable when they use their credit card. A purchase order is still required when using a credit card. If a credit card is used for travel, an expense report must be filed instead of a purchase order. All purchasing policies that apply to purchases using other forms of payment must still be used when paying with a credit card. If the Fiscal Department is missing a receipt when the monthly statement is reconciled, Account Payables will confer with the Department Head to determine who used the card to get the receipt.

Any fraudulent or other unauthorized charges shall be immediately pointed out to the Director of Finance for further investigation with the card provider.

ECS will document in personnel files any instances of card misuse by staff and issue notice of personnel actions taken/required (if applicable).

Personal use of corporate credit cards is strictly prohibited. Any personal use will subject the employee to the ECS's disciplinary actions discussed earlier in the Personnel Manual.

Cardholders shall report the loss or theft of a corporate credit card immediately by notifying the credit card company 24 hours a day, seven days a week as well as the Director of Finance.

The CEO or Director of Finance will review credit card statements and reconciliations monthly. Any questionable charges will be investigated and resolved.

Credit card purchases including those made by the management team will be reviewed and accepted by the Board of Directors and the policy council based on a knowledge of the internal controls put in place by ECS staff through a review of credit card statements. Purchases charged to state contracts will be approved by the finance committee.

Additional requirements for credit cards [DFS CHIEF FINANCIAL OFFICER/DIRECTOR OF FINANCE Memo No. 02 (2014-15)]

- A. State statute prohibits sellers and lessors from charging convenience fees and surcharges for the use of credit cards.
- B. Such costs are unallowable, and should not be submitted for reimbursement.
- C. Florida law also provides that any person who violates this provision is guilty of a second degree misdemeanor.
- D. If this activity occurs additional contractor notifications may be required.

Vouchers

ECS uses a purchase order system and does not use a voucher system.

Attachment I. J. ELC Disbursement Controls Policies beg 120716

This is a document combining the following ELC policies; F203.1, F205, F301, F303, F304, F305, F306, F308 (and Credit Card Authorization Form), F402, F602.

F203.1 MATCHING (IN-KIND) AND COST SHARING

Effective Date: 08/28/07

Revision Date: 03/19/08, 09/16/09, 11/04/15, 12/07/16

Overview

The Coalition values contributed services and property that are to be used to meet a cost sharing or matching requirement at their fair market values at the time of contribution, unless award documents or Federal agency regulations identify specific values to be used.

The Coalition shall claim contributions as meeting a cost sharing or matching requirement of a Federal award only if all of the following criteria are met:

1. They are verifiable from Coalition records.
2. They are not included as contributions from any other Federally-assisted project or program.
3. They are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
4. They are allowable under 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
5. They are not paid by the Federal government under another award, except where authorized by Federal statute to be used for cost sharing or matching.
6. They are provided for in the approved budget when required by the Federal awarding agency.
7. They conform to all provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
8. In cases of donated space, (or donated use of space), the space is subject to an independent appraisal to establish its value.

Valuation and Accounting Treatment of Matching (In-Kind)

In-kind donations fall into one of the following categories:

- Space, buildings, land and equipment
- Volunteer time and services
- Supplies
- Printed Materials
- Computer software
- Other non-cash donations

The following sections discuss the valuation and accounting treatment for each category.

Space, Buildings, Land and Equipment

Buildings and Land

If the purpose of the contribution is to assist the Coalition in the acquisition of equipment, building, or land, the total value of the donated property may be claimed as matching with prior approval of the awarding agency.

If the purpose of the donation is to support activities that require the use of equipment, buildings or land, depreciation or use charges (e.g. rent) may be claimed at matching, unless the awarding agency has approved using the full value as match.

Equipment, buildings or land are valued at its fair market value as determined by an independent appraiser. Information on the date of donation and records from the appraisal will be maintained in a property file.

Space:

- Will be valued at the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality
- Information on the date of donation and records from the appraisal will be maintained in a property file

Volunteer Time and Services

Volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor will be included as in-kind if the services are an integral and a necessary part of the program.

Volunteer services will be valued at rates consistent with those paid for similar work in the Coalition. For skills not found in the Coalition, rates will be consistent with those paid for similar work in our labor market. Rates should include gross hourly wages plus fringe benefits calculated based on fringe benefits received by employees in similar positions, or on agency average.

Volunteers must possess qualifications and perform work requiring those skills in order to be valued at greater than an unskilled labor rate.

The Coalition requires volunteers to document and account for their contributed time in a manner similar to the timekeeping system followed by employees. Each program that uses volunteers will provide the volunteers a sign-in sheet which collects the following information:

- Date service was performed
- Volunteer name and address
- Hours donated
- Service provided
- Signature of volunteer

The sign-in sheets will be delivered to the accounting department monthly so they can be tallied, valued, and recorded as in-kind in the accounting records.

Supplies

Donated supplies must be used in the program and shall be valued at fair market value at the time of donation. Supplies can be counted as match only if the program would have purchased such items itself.

Printed Materials

Books, periodicals, materials specifically created for the Coalition, or other printed matter. Such material shall be valued at fair market value at the time of donation. Printed Materials can be counted as match only if the program would have purchased such items itself.

Computer software

Computer software donated to the coalition must be used in the program and shall be valued at fair market value at the time of donation. Software can be counted as match only if the program would have purchased this (or similar) item itself, with prior approval of the awarding agency.

Other non-cash donations

Other non-cash donations, such as intellectual property or other intangible assets, if consistent with the mission of the Coalition and allowed by 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, would be valued at fair market value at the time of donation. Intangible assets can be counted as match only with prior approval of the awarding agency.

Procedures for Handling In-Kind Donations

1. Establishment of nature and kind of donation
2. Establishment of a fair market value of donation
 - a. Items from a liquid market (Stocks, bonds, etc) will have values established from market listings
 - b. Items from a semi-liquid market (vehicles, boats, etc) will have values established from market listings combined with an evaluation of the condition of the asset, if possible.
 - c. Items from an illiquid market (artwork, collectors items, etc) will be evaluated by reviewing the selling price of similar items (for items of less than \$1,000), or by the use of a professional appraiser.

Procedures for Recording In-Kind Donations

1. Assign a fair market value to donation per procedure listed above
2. Record fair market value in General Ledger as of the date of donation

Coalition Matching Requirements and Guidelines

Match requirements are separate for each county. Monthly, quarterly, semi-annual, and yearly financial statements will chart match raised and used separately for each county. Match raised in a county will only be used for that county. There will not be any crossover of match funds from one county to another.

I. Working Poor Match - The Coalition adheres to the requirements set forth in Specific Appropriation 2014-A of the 2003 -2004 General Appropriations Act:

Funds in Specific Appropriation 2014A require a match from local sources for school readiness working poor eligible participants of six (6) percent on child care slots, up to a State determined amount. In-kind match is allowable provided there is not a reduction in the number of slots or level of services from the provision of in-kind match.

In some cases, subcontracted agencies are required, as part of their contract, to request funding from county agencies equal to or more than the required amount as stated in the funding agreement/contract. The subcontractors are then responsible for submitting required verification paperwork to the Coalition and/or funding county agencies.

Monthly match reports are required to be submitted by the Primary Service Provider to the Coalition Finance Manager by the 15th of the month following the month being reported. The Coalition then submits the match reports to OEL or other entities of the State, by the 20th of the same month.

If the Coalition is required to submit requests for match to county agencies, then the Finance Manager is also responsible for submitting verification paperwork to county agencies, as required.

II. CCEP (Child Care Executive Partnership) Match

Working Poor CCEP Match - The Coalition adheres to the requirements set forth in the State Law for CCEP Appropriations.

Funds require a match from local school readiness sources for CCEP eligible participants of 50% (fifty) percent on child care slots, up to a State determined amount.

In some cases, subcontracted agencies are required, as part of their contract, to request funding by county agencies equal to or more than the required amount as stated in the funding agreement/contract. The subcontractors are then responsible for submitting required verification paperwork to the Coalition and/or funding county agencies.

If the Coalition is required to submit requests for match to county agencies, the Primary Service Provider submits the verification paperwork to the Coalition Finance Manager, who is then responsible for submitting verification paperwork to county agencies, as required.

F205 BILLING/INVOICING POLICIES

Effective Date: 08/28/07

Revision Date: 03/19/08, 10/01/08, 04/06/11, 08/24/12, 11/04/15

Overview

The Coalition's primary sources of revenue are:

- Reimbursement grants – billed monthly, or as funders require, based on allowed, incurred expenses

Responsibilities for Billing and Collection

The Coalition's accounting department is responsible for the invoicing of funding sources and the collection of outstanding receivables. (Note: Cash receipts, credit memo, and collection policies will be discussed in subsequent sections.)

Billing and Financial Reporting

The Coalition strives to provide the Board of Directors and our funding sources with timely and accurate financial reports applicable to Federal awards. These reports include monthly and cumulative expenditures, a project budget, and a balance remaining column.

The Coalition shall prepare and submit financial reports as specified by the financial reporting clause of each grant or contract award document. Preparation of these reports shall be the responsibility of Finance Manager.

The following policies shall apply to the preparation and submission of billings to Federal agencies under awards made to the Coalition:

1. The Coalition will request reimbursement after expenditures have been incurred, unless an award specifies another method.
2. The Coalition will strive to minimize the time between receipt and disbursement of grant funds.
3. Each award normally specifies a particular billing cycle. Therefore, a schedule is established for each grant and contract to ensure that reimbursement is made on a timely basis along with any other reporting that is required in addition to the financial reports. Quarterly meetings are done with the Primary Service Provider (PSP) and the Coalition to insure that the number enrolled is being met, and the expenditures are on target.
 - a. School Readiness is due to OEL on the 25th of the month. The Primary Service Provider (PSP) submits their invoices of what they have done for the previous month to the Coalition by the 15th of the month. The Finance Manager then fills the Coalition invoices and electronically

submits them to OEL for reimbursement. When the Coalition develops the budget for SR it's based on 98.5% of the contract amount for the entire program.

- b. Volunteer Pre Kindergarten is due to OEL on the 25th of the month. The Primary Service Provider (PSP) submits their invoices of what they have done for the previous month to the Coalition by the 15th of the month to the Finance Manager. The Finance Manager then fills in the Coalition invoices along with the PSP and submits electronically to OEL for reimbursement. The Coalition will generate a report to ensure that all VPK compliance is met. There are no slot requirements for VPK; it is open to all eligible children.
4. Requests for reimbursement of award expenditures will use the actual amounts as posted to the general ledger as the source for all invoice amounts.
5. Coalition staff who are authorized to sign the above mentioned grant invoices are those persons who are assigned the following positions; C.E.O., Finance Manager, and Grants and Operations Manager.
6. All financial reports required by each Federal award will be prepared and filed on a timely basis. To the extent the Coalition's year-end audit results in adjustments to amounts previously reported to Federal agencies, revised reports shall be prepared and filed in accordance with the terms of each Federal award.

At the time invoices (requests for reimbursement) are prepared, revenue and accounts receivable will be recorded on the books of the Coalition by the Finance Manager.

If a Federal award authorizes the payment of cash advances to the Coalition, the Finance Manager may require that a request for such an advance be made. As part of the monthly close-out and invoicing process, the liability shall be reduced, and revenue recognized, in an amount equal to the allowable costs incurred for that period.

Accounts Receivable Entry Policies

Individuals independent of the cash receipts function shall post customer invoices, credit adjustments, and other adjustments to the accounts receivable subsidiary ledger.

Classification of Income and Net Assets

All income received by the Coalition is classified as "unrestricted," with the exception of the following:

1. Grants and other awards received from government agencies or other grantors, which are classified as temporarily restricted.
2. Special endowments received from donors requesting that these funds be permanently restricted for specific purposes.

From time to time, the Coalition may raise other forms of contribution income, which carry stipulations that the Coalition utilize the funds for a specific purpose or within a specified time period identified by the donor of the funds. When this form of contribution income is received, the Coalition shall classify this income as temporarily restricted income.

As with all temporarily restricted net assets, when the restriction associated with a contribution has been met (due to the passing of time or the use of the resource for the purpose designated by the donor), the Coalition will reclassify the related net assets from "temporarily restricted" to "unrestricted" in its Statement of Financial Position and reflect this reclassification as an activity in its Statement of Activities. Unrestricted fund purchases must be in-line with the Coalition's mission, and the expenditures must be made in accordance with the Coalition's purchasing approval thresholds.

From time-to-time, the Coalition Board of Directors may determine that it is appropriate to set funds aside for specific projects. Such funds shall be classified as "unrestricted," labeled "Board-Designated," and reported as a separate component of unrestricted net assets.

F301 PURCHASING POLICIES AND PROCEDURES

Effective Date: 08/28/07

Revision Date: 03/19/08, 08/06/08, 09/16/09, 05/19/11, 07/01/11, 02/12/13, 04/03/13, 09/18/13, 12/04/13, 03/19/14, 09/17/14, 04/08/15, 11/04/15, 03/16/16, 12/07/16, 09/20/17

Overview

THE POLICIES DESCRIBED IN THIS SECTION APPLY TO ALL GRANT FUNDED PURCHASES MADE BY THE COALITION.

The Coalition requires the practice of ethical, responsible, and reasonable procedures related to purchasing, agreements and contracts, and related forms of commitment. The policies in this section describe the principles and procedures that all staff shall adhere to in the completion of their designated responsibilities.

The goal of these procurement policies is to ensure that materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders.

Responsibility for Purchasing

Following C.E.O. approval, the C.E.O. or Office Manager shall initiate purchases on behalf of the Coalition, within the Coalition's Accounting and Financial as well as the Procurement of Commodities and/or Contractual Services Policies and Procedures Manuals.

The C.E.O. has approval authority over all purchases and contractual commitments, and shall make the final determination on any proposed purchases where budgetary or other conditions may result in denial.

Prior Approval Guidance

The applicable 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards must be followed when determining the cost items and administrative requirements that require prior approval. To streamline the approval process, OEL has provided a guidance that the Coalition will follow as procedure (see the most current version of the OEL Final Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements).

- An annual approval form for as many of the specified cost items as possible;
- A prior approval request form for other individual approval requests to be handled on a case by case basis;
- Instructions for electronically submitting the above referenced forms to OEL staff for review and approval;
- The timeline for OEL staff to review requests; and
- The process for OEL to notify Coalition via email of final decisions.

Non-Discrimination Policy

All vendors/contractors who are the recipients of the Coalition funds, or who propose to perform any work or furnish any goods under agreements with the Coalition, shall agree to these important principles:

1. Vendors/contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sexual orientation or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendors/contractors.
2. Vendors/contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisement and solicitations placed in accordance with Federal law, rule, or regulation shall be deemed sufficient for meeting the intent of this section.

Procurement Procedures and Thresholds – See Coalition Procurement Policy and Procedure

Purchasing Authorization Levels

1. The C.E.O. has authority to purchase unit items that are \$5,000.00 or less.
2. Purchases \$5,000.01 or more have to be approved by the Board of Directors.

Purchases cannot be split into individual amounts to avoid an expenditure limit.

Vendor Files and Required Documentation

The Accounting Department shall create a vendor folder for each new vendor from whom the Coalition purchases goods or services.

The Accounting Department shall mail a blank Form W-9 to new contract vendors. Completed forms shall be filed in a permanent W-9 folder (separate from the vendor's fiscal year file). Vendors who do not comply with this request shall be issued a Form 1099 at the end of each calendar year in accordance with the policies described in the section of this manual on "Government Returns." See the section on "Payroll and Related Policies" for guidance on determining whether a vendor should be treated as an employee.

Receipt and Acceptance of Goods

The Office Manager places all orders and inspects all goods received. Upon receipt of any item from a vendor, the following actions shall immediately be taken:

1. Review bill of lading for correct delivery point
2. Verify the quantity of boxes/containers with the bill of lading
3. Examine boxes/containers for exterior damage and note on the bill of lading any discrepancies (missing or damaged boxes/containers, etc.)

4. Sign and date the bill of lading
5. Remove the packing slip from each box/container
6. Compare the description and quantity of goods per the approved order request to the packing slip
7. Examine goods for physical damage
8. Count or weigh items, if appropriate, and record the counts on the approved order request.

This inspection must be performed in a timely manner to facilitate prompt return of goods and/or communication with vendors.

F303 LOBBYING

Effective Date: 08/28/07

Revision Date:

Introduction

Unlike political intervention, described in the preceding section, expenditures by a section 501(c) (3) public charity for lobbying activities are allowable under the Internal Revenue Code. However, **no** lobbying expenditures may be charged directly or indirectly to any Federal award (i.e., the charity must have a non-Federal source of income to which such lobbying costs can be cited as the source of the activity).

Definition of Lobbying Activities

Lobbying activities conducted by the Coalition may be either direct or indirect. Direct lobbying activities consist of attempts to influence legislation through communication with any member or employee of a legislative body (Federal, state, or local levels) or, if the principal purpose of the communication is lobbying, with any government official or employee who may participate in the formulation of the legislation. Direct lobbying occurs when employees of the Coalition or paid lobbyists communicate directly in attempts to influence legislation. Lobbying is distinguishable from advocacy activities, which involve efforts to advocate certain positions which may have legislative implications, as long as a nonpartisan analysis of the relevant facts is performed.

Lobbying occurs only when there is a specific piece of legislation or legislative proposal pending that the Coalition is attempting to influence. Therefore, lobbying is considered to have taken place only if both of the following elements are present:

1. The communication refers to specific legislation (legislation that has been introduced or a specific legislative proposal that the Coalition supports or opposes), and
2. The communication reflects a view on the legislation (supporting or opposing it).

Indirect lobbying involves communications with the general public (rather than directly with legislators, etc.) where the communication includes the same two preceding characteristics, plus it encourages the recipient of the communication to take action with respect to the specific legislation (by contacting legislators, etc.).

Segregation of Lobbying Expenditures

Lobbying expenditures are allowable for charities under the Internal Revenue Code. However, lobbying may not represent a substantial portion of the Coalition's overall activities. The Coalition's tax exemption would be at risk if lobbying becomes a substantial portion of the Coalition's activities.

Lobbying Election

As a public charity, the Coalition has two options with respect to the Internal Revenue Code's restriction against lobbying being a "substantial" portion of its activities. One option is to make a formal lobbying election, which results in the Coalition following a specific mathematical formula to determine its lobbying limitations. Exceeding the limitation would result in an excise tax assessed to the Coalition. Exceeding the

limitation by 50-percent or more over a four-year period would result in loss of the Coalition's overall tax exemption. The other option is to not make the election, resulting in an entirely judgmental assessment of its lobbying activities by the IRS. If it is deemed by the IRS to have engaged in substantial lobbying for any period, the Coalition would lose its overall tax exemption under this option.

If the Coalition incurs lobbying expense, it will make the Internal Revenue Code section 501(h) lobbying election by filing Form 5768, and leave that election in place. As a result, the Coalition shall report its lobbying expenditures by completing the section for "Electing Charities" on Schedule A that accompanies its annual Form 990 information return filed with IRS.

F304 CHARGING OF COSTS TO FEDERAL AWARDS

Effective Date: 08/28/07

Revision Date: 09/16/09, 07/01/11, 12/07/16

Overview

The Coalition charges costs that are reasonable, allowable, and allocable to a Federal award directly or indirectly. All unallowable costs shall be appropriately segregated from allowable costs in the general ledger in order to assure that unallowable costs are not charged to Federal awards.

Segregating Unallowable from Allowable Costs

The following steps shall be taken to identify and segregate costs that are allowable and unallowable with respect to each Federal award:

1. The budget and grant or contract for each award shall be reviewed for costs specifically allowable or unallowable.
2. Accounting personnel shall be familiar with the allowability of costs provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards particularly:
 - a. The list of specifically unallowable costs found in the Coalition cost allocation plan (Selected Items of Cost), such as alcoholic beverages, bad debts, contributions, fines and penalties, lobbying, etc.
 - b. Those costs requiring advance approval from Federal agencies in order to be allowable in accordance with the most current version of OEL Final Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements, such as foreign travel, equipment purchases, etc.
3. No costs shall be charged directly to any Federal award until the cost has been determined to be allowable under the terms of the award and/or 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
4. For each Federal award, an appropriate set of general ledger accounts (or account segments) shall be established in the chart of accounts to reflect the categories of allowable costs identified in the award or the award budget.
5. All items of miscellaneous income or credits, including the subsequent write-offs of uncashed checks, rebates, refunds, and similar items, shall be reflected for grant accounting purposes as reductions in allowable expenditures if the credit relates to charges that were originally charged to a Federal award or to activity associated with a Federal award. The reduction in expenditures shall be reflected in the year in which the credit is received (i.e., if the purchase that results in the credit took place in a prior period, the prior period shall not be amended for the credit).

Criteria for Allowability

All costs must meet the following criteria from A-122, in order to be treated as allowable direct or indirect costs under a Federal award:

1. The cost must be “reasonable” for the performance of the award, considering the following factors:
 - a. Whether the cost is of a type that is generally considered as being necessary for the operation of the Coalition or the performance of the award;
 - b. Restraints imposed by such factors as generally accepted sound business practices, arm’s length bargaining, Federal and state laws and regulations, and the terms and conditions of the award;
 - c. Whether the individuals concerned acted with prudence in the circumstances;
 - d. Consistency with established policies and procedures of the Coalition, deviations from which could unjustifiably increase the costs of the award.
2. The cost must be “allocable” to an award by meeting one of the following criteria:
 - a. The cost is incurred specifically for a Federal award;
 - b. The cost benefits both the Federal award and other work, and can be distributed in reasonable proportion to the benefits received; or
 - c. The cost is necessary to the overall operation of the Coalition, except where a direct relationship to any particular program or group of programs cannot be demonstrated.
3. The cost must conform to any limitations or exclusions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or the Federal award itself.
4. Treatment of costs must be consistent with policies and procedures that apply to both federally financed activities and other activities of the Coalition.
5. Costs must be consistently treated over time.
6. The cost must be determined in accordance with generally accepted accounting principles.
7. Costs may not be included as a cost of any other federally financed program in the current or prior periods.
8. The cost must be adequately documented.

Written Procedures for Allowability of Costs - Required Contents

[2 CFR Part 200.302(7)]

1. Procedures or disclosures for prohibited costs – see current OEL Grant Agreement and Fiscal Guidance regarding allowable and unallowable costs.
2. Procedures to evaluate allowability of costs – **a disclosure requirement.**

The Coalition applies the following questions to each transaction and documents the results.

Phase I Analysis – General considerations for allowable costs

- A. Consider requirements from federal regulations and program requirements
 - 1. Is the proposed cost allowable based on instructions from uniform grant guidance?
 - 2. Is the proposed cost consistent with the federal cost principles?
- B. Consider requirements from the federal awarding agency
 - 3. Is the proposed cost allowable based on agency-specific regulations?
 - 4. Is the proposed cost allowable based on the related terms/conditions that govern the agency's award to / agreement with OEL?
 - 5. Is the proposed cost consistent with the grant project performance measures or benchmarks?
- C. Consider requirements from applicable state guidance
 - 6. Is the proposed cost consistent with authorized grant program activities as described in the USDHHS-approved CCDF State plan?
 - 7. Is the proposed cost allowed by state expenditures guidance from state statutes, rules, regulations or guidance from DFS/DMS?
 - 8. Does the proposed cost comply with related grant program terms/conditions issued by OEL for grant awards, contracts, purchase orders and other expenditure agreements?
- D. Consider the period of performance
 - 9. Is the proposed cost for the allowed period of availability as defined for the funding program?
- E. Consider other oversight instructions
 - 10. If federal or state-level prior approval is required for the proposed cost, was this process followed?

Phase II Analysis – Specific factors affecting allowable costs

Several additional factors should be considered and documented by staff for cost transactions. The answer for each question listed here must be "yes" in order for staff to continue with the transaction.

- F. The proposed cost(s) is/are -
 - 11. Necessary
 - 12. Reasonable
 - 13. Allocable
 - 14. In conformance with federal law and grant terms and conditions
 - 15. Consistent with state and local policies
 - 16. Consistently treated
 - 17. In accordance with generally accepted accounting principles (GAAP) and other standards. Each non-federal entity that receives federal/state grant program funds must use accounting rules and procedures established by authoritative bodies or conventions that have evolved through custom and common usage.
 - 18. Not used as match on another federal award
 - 19. Net of applicable credits (2 CFR §200.406)
 - 20. Adequately documented

Priority of compliance with federal guidance. If instances of inconsistency are noted between USDHHS program guidance (i.e., 2 CFR §300 and 45 CFR Parts 98 and 99) and the OMB uniform guidance (i.e., 2 CFR §200), the program-specific guidance instructions from USDHHS will govern and will supersede the standard instructions from 2 CFR §200 all circumstances.

Priority of compliance with state guidance. Please note State of Florida's program-specific instructions from state statutes, rules, regulations or guidance from the Department of Management Services (DMS) or the Department of Financial Services (DFS) also apply to and govern Florida's early learning programs. If instances of inconsistency are noted between federal level program guidance and the state's guidance on expenditures, the state guidance from DFS and DMS will govern.

Direct Costs

Direct costs include those costs that are incurred specifically for one award or non-Federal function. The Coalition identifies and charges these costs exclusively to each award or program.

Time sheets or personnel activity reports are also submitted on a regular basis, reflecting employees' work and which programs directly benefited from their effort. Time sheets or personnel activity reports shall serve as the basis for charging salaries directly to Federal awards and non-Federal functions. See the Payroll section of this manual for detailed procedures.

Equipment purchased for exclusive use on a Federal award and reimbursed by a Federal agency shall be accounted for as a direct cost of that award (i.e., such equipment shall not be capitalized and depreciated).

Indirect and Joint Costs

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular grant or program. Joint costs benefit more than one, but not necessarily all, awards. Indirect costs, but not joint costs, may be allocated to benefiting grants through the use of an indirect cost rate.

Examples of indirect costs are:

- The Accounting Department
- The Human Resources Department
- The Board of Directors

Examples of joint costs are:

- Shared space
- Vehicle insurance

Per Federal guidelines, each grant will be charged its fair share of costs. Any costs not reimbursed by a particular funding source will be charged to corporate or other funds that may cover indirect or joint costs after the allocation process is complete.

Direct and indirect costs are reviewed monthly by the Finance Manager to ascertain the allowability of the items charged to the grants.

Cost Pools – See Cost Allocation Plan

Accounting for Specific Elements of Cost – See Cost Allocation Plan

F305 ACCOUNTS PAYABLE MANAGEMENT

Effective Date: 08/28/07

Revision Date: 03/19/08, 08/06/08, 04/06/11, 12/04/13, 09/17/14, 11/04/15, 03/16/16, 12/07/16, 09/20/17, 03/21/18

Overview

The Coalition strives to maintain efficient business practices and good cost control. A well-managed accounts payable function can assist in accomplishing this goal from the purchasing decision through payment and check reconciliation. The following are general policies for accounts payable:

- Assets or expenses and the related liability are recorded by an individual who is not responsible for ordering and receiving.
- The amounts recorded are based on the vendor invoice for the related goods or services.
- The vendor invoice should be supported by an approved order document/purchase order where necessary, and should be reviewed by the Office Manager prior to being processed for payment.
- Invoices and related general ledger account distribution codes are reviewed prior to posting to the subsidiary system.

The primary objective for accounts payable and cash disbursements is to ensure that:

1. Disbursements are properly authorized
2. Invoices are processed in a timely manner
3. Vendor credit terms and operating cash are managed for maximum benefits

Regulations Regarding Invoices

ALL applicable Coalition policies and procedures will comply with the following federal/state laws, regulations, statutes and rules:

- Chapter 60A – General Regulations
- Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
- Section 287.058, F.S. – Contract document
- Rule 60A-1.002, FAC – Purchase of commodities or contract services
- Chapter 69I – Division of Auditing and Accounting
- Compliance with Rule 69I-24, F.A.C. – Payment of Vouchers by State Warrant
- Compliance with Rule 69I-40, F.A.C. – Bureau of Auditing invoice requirements
- DFS Reference Guide for State Expenditures
 - CFO Memo No. 01 (2012-13), Contract Summary Form
 - CFO Memo No. 02 (2012-13), Contract and Grant Reviews and Related Payment Processing Requirements
 - CFO Memo No. 03 (2014-15), Compliance Requirements for Agreements
 - CFO Memo No. 06 (2011-12), Contract Monitoring and Documenting Contractor Performance
 - PUR 1000 and 1001
- OEL Program Guidance PG 250.01, Other Cost Accumulator (OCA) Working Definitions
- OEL annual grant agreement Exhibit I for specified prohibited costs

- 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Regulations Regarding Disbursement Control Systems

- 60A-1.016 F.A.C., Contract and Purchase Order Requirements.
- DFS Reference Guide for State Expenditures
- DFS State Travel Manual
- CFO Memo No. 06 (2016-17), *Guidance for Travel restrictions imposed by Ch. 2016-62, FL Law*
- CFO Memo No. 02 (2014-15), *State of Florida Purchasing Card Program Convenience Fees/Surcharges*
- OEL annual grant agreement Exhibit I for specified prohibited costs
- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR 200.302, *Financial management systems*
 - 2 CFR 200.302(7), *Financial management systems* – allowability of costs
 - 2 CFR 200.303, Internal controls
 - 2 CFR 200, Subpart E – Cost Principles
- OEL Program Guidance files
 - Program Guidance 440.10 – Office of Early Learning Match Reporting Guidance
 - Program Guidance 240.01 – Cash Management Procedures
 - Program Guidance 240.04 – School Readiness Funds Management
 - Program Guidance 240.05 – Guidance on Prior Approval Procedures
 - Program Guidance 240.06 – Reimbursement Request Requirements for ELCs
 - Program Guidance 250.01 – Other Cost Accumulators (OCAs) Guidance.

Recording of Accounts Payable

All valid accounts payable transactions, properly supported with the required documentation, shall be recorded as accounts payable in a timely manner.

Accounts payable are processed on a weekly basis. Information is entered into the accounting system with approved invoices or disbursement vouchers with appropriate documentation attached.

Only original invoices will be processed for payment unless duplicated copies have been verified as unpaid by researching the vendor records. No vendor statements shall be processed for payment.

Accounts Payable Cut-Off

For purposes of the preparation of the Coalition's monthly financial statements, all vendor invoices that are received, approved and supported with proper documentation by the 10th of the following month shall be recorded as accounts payable as of the end of the immediately preceding month if the invoice pertains to goods or services delivered by month-end.

Establishment of Control Devices

The Office Manager establishes control of invoices as soon as they are received. Vendors will be instructed to mail all invoices directly to the administrative office.

The Office Manager receives and opens all mail, date stamps and initials. Invoices are entered into the Check Request Log. Once any and all required backup has been attached to the invoice(s), the Office Manager completes a Check Request and submits to the Finance department for processing.

The Check Request Log is to be maintained and reviewed weekly by the Office Manager to determine which, if any, invoices have not been paid.

Invoice Processing

The Coalition's policies will ensure appropriate and adequate invoice processing.

A. Invoice processing policy disclosures [69I-40.002(3), F.A.C.]

1. Contractual service invoices submitted by a vendor/contractor/service provider for payment processing must clearly identify, at a minimum,
 - a. The dates of services, a description of the specific contract deliverables provided during the invoice period and the quantity provided, and the payment amount specified in the agreement for the completion of the deliverable(s) provided.
2. Cost reimbursement invoices must reflect the expenditures incurred by expenditure category.
3. Required information may be submitted on the invoice or in a report format along with any other information required by the terms of the agreement.
4. Written certification, from the contract/grant manager, that services were performed in accordance with the contract terms must be obtained and kept in entity files. [s. 287.057(14), F.S.]

B. Invoice processing controls [69I-24.003, F.A.C.; CFOM No. 06 (2011-12)]

1. The Coalition will receive deliverables and provide written certification of such before payments are made.
 - a. Approval and inspection of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order or contract specifies otherwise. [s. 215.422(1), F.S.]
 - b. Terms conditions must be specified and must accompany the request for payment to evidence delivery of goods/services.
 - c. Coalition must ensure that deliverables were received on time and as intended (i.e., met performance measures) before release of payment is approved/processed.
 - 1) May use a Contract Summary Form
 - 2) May use a written certification from the assigned contract manager on the invoice
 - 3) May use a Deliverable Tracker – track deliverables schedule
 - 4) May use a Deliverable Acceptance form to help document
2. The Coalition will ensure invoices have adequate documentation and are processed on a timely basis.
 - a. Documents for goods/services received are date stamped.
 - b. Review invoice for accuracy and completeness of the following details. [69I-40.002, (3), F.A.C.]
 - 1) Description of the item(s).
 - 2) Number of units.
 - 3) Cost per unit.
 - 4) Service dates coincide with invoice period.
 - 5) Minimum level of services has been provided.

- 6) Amount invoiced coincides with the terms/conditions.
 - c. Verify any required supporting documentation has been submitted.
 - d. Review documentation to gain reasonable assurance that commodities/contractual services have been satisfactorily provided within the terms of the contract/agreement.
 - e. Complete any additional processes required by Coalition policy.
 - f. Certify the entity's receipt of goods/services.
 - g. Invoices shall be paid according to state rules for Prompt Payment Compliance.
 - 1) Section 215.422(3)(b), F.S., requires interest to be paid to the vendor if payment is not issued within 40 days after receipt of the invoice and receipt, inspection, and approval of the goods and services.
 - 2) DFS does not require agencies to pay interest penalty invoices of less than \$1.00 unless the vendor asserts his right to the interest penalty payment either orally or in writing.
3. Enforce terms and conditions [s. 287.057(14)(b), F.S.; DFS-related contract manager guidance]
- a. Coalition staff assigned contract/grant management duties are required to work with the contractor/vendor to ensure that goods/services are received as intended and contract/agreement terms are enforced.
 - b. Use performance bonds when appropriate.
 - c. Verify financial consequences are addressed.
 - d. Verify terms for liquidated damages are included (when applicable) to compensate the entity for any losses realized.
4. For disputes about receipt of goods/services [s. 215.422(8), F.S., Payments...disputes]
- a. Coalition will have written procedures and instructions for staff.
 - 1) Invoice may be prorated, reduced or withheld according to the financial consequences established in contract/agreement.
 - 2) Partial or prorated payments must be made based on the deliverables that can be validated and supported by adequate documentation.
 - b. If no financial consequences are included in contract/agreement OR documentation can't be provided, the payment should be withheld until the issue is resolved or a settlement is reached.
 - c. Inform staff of settlement agreement process.
 - 1) Used when the amount owed to a provider/contractor is in dispute.
 - 2) A lengthy, cumbersome and potentially expensive process the Coalition will not be able to complete alone; legal counsel will be required.
 - 3) Required for many situations including
 - a) To settle a lawsuit, damages or legal fees;
 - b) Absence of an executed agreement;
 - c) Agreement was executed after services were rendered;
 - d) Additional services not included in the agreement were provided;
 - e) Services were rendered after the agreement expired.

The following section, "Use of Purchase Orders" will have a separate ANTICIPATED effective date of June 30, 2018. OEL plans to finalize the Purchase Order template files in March 2018 so they are ready by April 2018 for Early Learning Coalitions to use. OEL plans to have Full implementation by June 30, 2018 for program year 2018-19.

Use of Purchase Orders

[60A-1.016, F.A.C., Contract and Purchase Order Requirements]

The Coalition utilizes a purchase order system. A properly completed purchase order shall be required for each purchase decision (i.e., total amount of goods and services purchased, not unit cost) in excess of **\$500.00**, with the exception of travel advances and expense reimbursements, which require the preparation of a separate form described elsewhere in this manual.

Purchase orders shall be pre-numbered, kept in a secure area in the Finance Manager's office, and issued upon request from an authorized purchaser.

It is the Coalition's policy to issue a purchase order (or use a credit card with proper authorization) **PRIOR** to the procurement of goods and services.

All purchase orders shall be recorded in a purchase order log. At the end of each accounting period, an aged outstanding purchase order report shall be prepared and distributed to each purchasing representative and the Finance Manager.

A properly completed purchase order shall contain the following information:

1. Policy disclosures
 - a. Contractor name, address, point of contact and phone number
 - b. Source of funding
 - c. Solicitation number (if applicable)#
 - d. Statements regarding the quantity, description, and price of goods or services ordered#
 - e. Applicable payment terms and discounts#
 - f. Date of performance, transportation/delivery#
 - g. Liquidated damages#
 - h. Catalog number, page number, etc. (if applicable)
 - i. Net price per unit, less any discount(s)
 - j. Total amount of order
 - k. Authorized signature
 - l. Date purchase order was prepared
 - m. Additional disclosures may also apply for higher dollar purchases
 - 1) Payment audit (records of costs will be available upon request)
 - 2) Payment made after written "agency" acceptance
 - 3) Payment timeframe – timely payments will be made
 - 4) Funding availability/annual appropriation
 - 5) No lobbying
 - 6) Public access/public records
 - 7) Conduct of business – federal/state laws govern
 - 8) Conflict of interest/related party activities
 - 9) Confidentiality and safeguarding information
 - 10) Termination for cause – required for purchases in excess of \$10,000^
 - 11) Remedies – required for purchases in excess of \$35,000^

Required disclosure element per state purchasing statutes or rules (see 60A-1.016, F.A.C.).

^Required disclosures element per federal grant program rules (see 2 CFR Part 200 Appendix II).

2. Control processes required for Coalition purchase orders (see 60A-1.016, F.A.C.)
 - a. Secure all unused purchase orders in a safe place and restrict access to these documents.
 - b. Maintain a file and accounting system for all consecutive purchase orders issued or voided.
 - c. Maintain a record of persons authorized to issue and sign each type of purchase order.

- d. Monitor and review processes for the use of purchase orders and field purchase orders (those issued by an agency/office that is separate from the agency purchasing office (i.e., satellite offices).
- e. Rationale for method of procurement used.

Preparation of a Voucher Package for Payment

Prior to any accounts payable being submitted to the Finance Manager for payment, a package called a “voucher package” shall be assembled by the Office Manager. Each voucher package shall contain the following documents:

1. Vendor invoice (or employee expense report)
2. Packing slip (where appropriate)
3. Receiving report (or other indication of receipt of merchandise and authorization of acceptance)
4. Approved order document/purchase order as required by procurement policies
5. Any other supporting documentation deemed appropriate
6. Check request

Processing of Voucher Packages for Payment

The following procedures shall be applied to each voucher package:

1. Check the mathematical accuracy of the vendor invoice.
2. Ensure that no sales tax charged are included in the calculation for payment.
3. Compare the nature, quantity and prices of all items ordered per the vendor invoice to the approved order document/purchase order, packing slip and receiving documentation.
4. Document the general ledger distribution, using the Coalition’s current chart of accounts.

Approvals

Approval by the Office Manager indicates the acknowledgement of satisfactory receipt of the goods or services invoiced.

Approval by the Office Manager indicates the agreement with all terms appearing on the vendor invoice and agreement to pay vendor in full. Approvals shall be documented with initials or signature of the Finance Manager.

Payment Discounts

To the extent practical, the Coalition takes advantage of all prompt payment discounts offered by vendors. When such discounts are available, and all required documentation in support of payment is available, payments will be scheduled so as to take full advantage of the discounts.

Employee Expense Reports

Reimbursements for travel expenses, business meals, or other approved costs will be made only upon the receipt of a properly approved and completed expense reimbursement form. All required receipts must be attached, and a brief description of the business purpose of trip or meeting must be noted on the form. Expense reports will be processed for payment in the next vendor payment cycle if received within two business days of the deadline. Expenses older than two months will not be reimbursed.

The Finance Manager will periodically check expense reports against timesheets to ensure agreement of dates and activities.

Reconciliation of A/P Subsidiary Ledger to General Ledger

At the end of each monthly accounting period, the total amount due to vendors per the accounts payable subsidiary ledger shall be reconciled to the total per the accounts payable general ledger account (control account). All differences are investigated and adjustments are made as necessary. The reconciliation and the results of the investigation of differences are reviewed and approved by the Finance Manager.

Also on a monthly basis, the Finance Manager shall perform the following procedures:

1. Check all statements received for unprocessed invoices.
2. Check the approved order document/purchase order file for open orders more than 60 days old and follow up.

Management of Accounts Payable Vendor Master File

Upon the receipt of an invoice from a new vendor that is not already in the Coalition's vendor master file, the Finance Manager shall mail (or email) a Form W-9 and a request for completion of the Form W-9, including the vendor's full address and Federal employer identification number.

The vendor file data will include the following data:

1. Vendor's legal name and any DBA name(s)
2. Street address (payments may be mailed to a P.O. Box, but a street address must be in the file)
3. Federal employer identification number
4. Telephone number
5. Fax number
6. Contact name

Payments shall not be made to any vendor whose file does not comply with the preceding requirements.

On an annual basis, vendors that have not been utilized over the preceding 24-month period shall be purged (or made inactive) from the master vendor file. In addition, on an annual basis an internal audit shall be performed

of the master vendor file and of payment histories made to each vendor. This analysis, to be performed by the Finance Manager shall consist of the following procedures, at a minimum:

1. Cross-checking of vendors with matching street or P.O. Box addresses
2. Review of payment histories for signs of repeat invoice numbers or other indications of duplicate payments

Any unexplained deviations or irregularities noted in connection with the preceding internal audit procedures shall be reported to the C.E.O.

Verification of New Vendors

The Office Manager will perform additional procedures to validate the legitimacy of new vendors that shall be paid one-time or cumulative payments in excess of \$10,000. For such vendors, the Office Manager shall perform a limited public records search and shall contact the vendor to validate the vendor's existence.

F306 TRAVEL AND BUSINESS EXPENSES

Effective Date: 08/28/07

Revision Date: 08/05/09, 08/03/11, 06/06/12, 12/07/16, 09/20/17

Travel Regulations and Guidance

[2 CFR Part 200.302, Financial management systems; 200.303, Internal controls; DFS Reference Guide, DFS State Travel Manual; s. 112.061, F.S. Per diem and travel expenses of public officers, employees, and authorized persons; CFO Memo No. 06 (2016-17), chapter 69I-42 Florida Administrative Code (FAC); and FDOE Travel Policy DOE-IOP-500, effective 12/01/16.]

1. Policy disclosures
 - a. Travel expenses will be documented and reimbursed based on applicable state travel rules (includes DFS Reference Guide, State Travel Manual CFO Memos and OEL guidance).
 - b. Management has process in place to ensure proper authorization, review, approval, and guidelines to submit adequate supporting records. Includes blanket travel authorizations (if used), requirement to use state-issued travel authorization, travel advances and travel reimbursement forms that include all required signatures/statements from the traveler, requirement to use most economical and efficient method for each travel event.
 - c. Management has a process to ensure reimbursements do not exceed allowable amounts. Includes detail for allowable mileage reimbursement amounts, meal rates from statutes, travel per diem calculations, and recent travel restrictions to limit allowable daily room rates to \$150 per day per traveler. Also includes processes to ensure only reasonable and necessary business-related costs are incurred.
 - d. An independent review and approval process is in place for costs incurred by members of the management team.
 - e. Management has a process to document instances misuse by staff and issue notice of personnel actions taken/required (if applicable).

Travel Approval

In State:

All travel expenses (local and overnight), must be pre-approved by the C.E.O. (for Coalition employees), and by the Coalition Board of Directors (for the C.E.O. and/or Board members).

The pre-approval can be processed using a 'blanket' approval for the entire fiscal year (to include an estimated dollar amount) or on an individual basis.

Out of State:

All out of state travel (for ALL Coalition employees and ALL board members) must be pre-approved by the Board of Directors.

Travel Advances

Funds will be advanced for upcoming travel only upon receipt of a completed and properly approved request for travel advance. Travel advances are generally limited to \$200 unless there is an extraordinary need for

additional funds. Travel advances are to be used only for the purpose intended. Travel expenses are to be made in accordance with the Coalition's travel policies as explained later in this section.

Employees receiving travel advances are required to sign for the advance signifying their acknowledgement of, and agreement to, these policies. Employees receiving travel advances must submit an expense report within five (5) business days of returning from travel. Any outstanding advances more than 2 weeks old will be deducted from an employee's next paycheck.

Employee and Director Business Travel

All out-of-state Coalition related business travel must be pre-approved by the employee's immediate supervisor or the Board of Directors.

At the conclusion of the Coalition business trip, an employee or member of the Board of Directors that has incurred business-related expenses should complete an expense report in accordance with the following policies:

1. Identify each separately incurred business expense (i.e., do not group all expenses associated with one trip together).
2. With the exception of parking, tolls, reimbursed mileage, and per diems, all business expenses must be supported with invoices/receipts.
3. Vendor receipts/invoices must be submitted for all lodging and any expenditure other than meals. Credit card charge slips do not represent adequate supporting documentation – a hotel receipt must be obtained to substantiate all lodging expenditures.
4. For airfare, airline-issued receipts should be obtained. If a traveler fails to obtain a receipt, other evidence must be submitted indicating that a trip was taken and the amount paid (for example, a combination of an itinerary, a credit card receipt, and boarding passes).
5. Mileage will be reimbursed at the standard rates currently in effect with OEL.
6. The business purpose of each trip must be adequately explained on each report.
7. General ledger account coding must be identified for all expenditures.
8. For all meals and other business expenditures, the following must be clearly identified:
 - a. Names, titles, the Coalitions, and business relationships of all persons involved
 - b. The business purpose of the meal or other business event (topics discussed, etc.)
9. All expense reports must be signed and dated by the employee or board member.
10. All expense reports must be approved by the C.E.O.
11. Only one expense report form should be prepared for each substantial trip.
12. The Office Manager maintains a current "Frequent Trips" travel mileage log, for employee use. It is available on the Coalition share drive, and is updated at least annually.

An employee will not be reimbursed for expense reports not meeting the preceding criteria. If the expense report results in a balance due to the Coalition (as a result of receiving a travel advance greater than actual business expenditures), the employee must return the cash to the Office Manager to deposit back into the Coalition checking account against the original check.

No further travel advances will be issued to any employee who has an outstanding balance due to the Coalition from previous business trips.

Reasonableness of Travel Costs

The Coalition shall reimburse travelers only for those business-related costs that are reasonably incurred. Accordingly, the following guidelines shall apply:

1. Suites and other upgraded rooms at hotels shall not be allowed. Travelers should stay in standard rooms.
2. Ask hotels for any available discounts – nonprofit, government or corporate rates.
3. When utilizing rental cars, travelers must rent compact size cars. When the number of passengers is more than two (2) or the volume of materials to be transported makes use of a compact vehicle impractical, travelers can rent a larger size relative to the needs. Share rental cars whenever possible.
4. Business-related long-distance telephone calls while away on business travel are permitted, but should be kept to a minimum. Expense reports should explain long-distance charges.
5. Personal long-distance calls while away on business are reimbursable if kept to a minimum, such as one nightly call home to family. Personal calls in excess of this shall not be reimbursed.
6. Whenever possible, travelers should utilize long-distance calling cards when placing calls while away on travel. Avoid using the hotel's long-distance service if possible.
7. Foreign travel charged to Federal grants must be approved in writing by the funding source prior to travel.

Special Rules Pertaining to Air Travel

The following additional rules apply to air travel:

1. Air travel should be at coach class or the lowest commercial discount fare at the time the ticket is purchased except when this fare would:
 - a. Require circuitous routing
 - b. Require travel during unreasonable hours
 - c. Excessively prolong travel
 - d. Result in additional costs that would offset the transportation savings, or
 - e. Offer accommodations not reasonably adequate for the traveler's medical needs.
2. First class air travel shall not be reimbursed unless there is a documented medical reason, and such use must be documented.
3. Memberships in airline flight clubs are not reimbursable.
4. Cost of flight insurance is not reimbursable.
5. When airfare is \$500 or more, two quotes from a travel agency and/or an airline should be obtained and attached to the expense report.
6. When returning on a Sunday or departing on a Saturday in order to obtain a cost savings in airfare due to the Saturday-night stay-over, travelers should provide a total cost comparison (showing that the lower airfare plus an extra night lodging, meals & incidentals is less costly than airfare without the Saturday night stay-over).

7. Cost of upgrade certificates is not reimbursable.
8. Cost of canceling and rebooking flights is not reimbursable, unless it can be shown that it was necessary or required for legitimate business reasons (such as changed meeting dates, etc.).
9. Travelers must identify and pay for all personal flights, even if such flights are incorporated into a flight schedule that serves business purposes (i.e., the Coalition will not reimburse for the personal legs of a trip).

Spouse/Partner Travel

The Coalition does not reimburse any employee or board member for separate travel costs (air fare, etc.) associated with his/her spouse or partner. The cost of a shared hotel room need not be allocated between employee/director and spouse/partner for purposes of this policy.

F308 CREDIT CARDS

Effective Date: 08/28/07

Revision Date: 03/19/08, 08/06/08, 06/26/14, 12/07/16

Use of Credit Cards/Purchasing Cards

[2 CFR Part 200.302, *Financial management systems*; 200.303, *Internal controls*]

The Coalition recognizes there will be occasions when employees need to use a corporate purchase/credit card for travel, employee reimbursements and other purchases. The processes listed here will be followed.

1. Credit card policy disclosures/processes:
 - a. Management has a process to issue purchase/credit cards and to periodically review names of users to ensure the cards are issued to appropriate staff members.
 - b. Management has a process to ensure card users receive notice of usage guidelines, to include; safeguarding of issued cards, card holder duties, tips to avoid identity theft, and prohibited purchases/activities. (See the Coalition's "Corporate Credit Card Policy and Acknowledgement" form.)
 - c. Purchasing cards are not used to circumvent compliance with normal requisitioning transactions.
 - d. Staff prepares reconciliations and maintains adequate supporting records for disbursements and employee reimbursements made by credit card.
 - e. Management periodically reviews purchase activities and employee reimbursements made by credit cards to ensure these purchases are allowable and are not being split to stay below established spending thresholds.
 - f. An independent review and approval process is in place (delegation of authority items reviewed at board meetings) for purchases made by members of the management team.
 - g. Management has a process to document instances of card misuse by staff and issue notice of personnel actions taken/required (if applicable).
2. Credit card policy elements/staff instructions:
 - a. Coalition processes to safeguard purchase card/credit cards when not in use (See "Secure and Safe Custody of Corporate Credit Cards" below).
 - b. Unauthorized, unallowable, and personal transactions are prohibited for staff.
 - c. Authorized spending levels/delegation of authority are the same for credit card purchases as they are for all other purchases.
 - d. Due dates for supporting documentation (see "Cardholder Responsibilities" below.)
 - e. Supporting documentation requirements [source: *DFS Reference Guide for State Expenditures*]
 - 1) Original receipts supporting transactions are maintained and marked/de-faced once payment has been authorized/made.
 - 2) Receipts must clearly reflect a description of the goods or services acquired, number of units, and cost per unit. The combination of several documents to provide the description, number of units, and cost per unit may be used (i.e., quote sheets, packing slips, web page screen-prints, cash register receipts, charge slips). Numerical code descriptions alone are not acceptable.
 - (a) All receipts for commodities shall be signed and dated by the cardholder to indicate the receipt, inspection, and acceptance of the goods or services.
 - (b) Receipts for services require clear evidence that services were **satisfactorily** received.
 - 3) Acronyms and non-standard abbreviations for programs or organizational units within an agency should not be used in the supporting documentation unless an explanation is also included.
 - f. Periodic reports to/reviews by management (see "Cardholder Responsibilities" below.)

- g. Process/policy for personnel/disciplinary actions for misuse (if required). (See “Revocation of Corporate Credit Cards” below.)
3. Additional requirements for credit cards [DFS CFO Memo No. 02 (2014-15)]
- a. State statute prohibits sellers and lessors from charging convenience fees and surcharges for the use of credit cards.
 - b. Such costs are unallowable, and should not be submitted for reimbursement.
 - c. Florida law also provides that any person who violates this provision is guilty of a second degree misdemeanor.
 - d. If this activity occurs additional vendor notifications may be required.

Issuance of Corporate Credit Cards

It is the policy of the Coalition to authorize the C.E.O. and staff authorized by the C.E.O. to utilize the Corporate Credit Card to purchase commodities or services under \$5,000.00, on an as-needed basis. This would be due to timelines or other situations. The Corporate Credit Card will be paid in full each month upon completion of the voucher package for payment process.

Cardholder Responsibilities

Every month, each cardholder will be provided with a statement detailing the expenditures that were charged to his/her corporate credit card. The cardholder will review this statement within five days for any inadvertent personal or unauthorized uses of the card. Cardholders must reimburse the Coalition for any such inadvertent personal charges within the same five-day period.

Any fraudulent or other unauthorized charges shall be immediately pointed out to the Finance Manager for further investigation with the credit card provider.

Personal use of corporate credit cards is strictly prohibited. Any personal use will subject the employee to the Coalition’s disciplinary actions discussed earlier in this manual.

Management staff other than the cardholder shall indicate their secondary review and approval of the cardholder’s statement by initialing the statement. The statement shall then be forwarded to the Office Manager, accompanied by original supporting documentation for all charges. Documentation of meals, travel and valid business expenditures shall include all of the same elements as described in the earlier policy on “Travel and Business Expenses” (i.e., names of people involved, business purpose, etc.).

The Board of Directors has limited the amount that the C.E.O. may purchase without approval. This amount is \$5,000.00. Purchases cannot be split into individual amounts to avoid the expenditure limit.

The Board of Directors will also get a copy of the monthly billing statements at the Executive/Administrative Committee or Board meeting for review.

Secure and Safe Custody of Corporate Credit Cards

Each employee who is issued a corporate credit card is solely responsible for the safekeeping and security of the credit card.

Cardholders shall report the loss or theft of a corporate credit card immediately by notifying the credit card company as well as the C.E.O.

Revocation of Corporate Credit Cards

Failure to comply with any of these policies associated with the use of the Coalition's corporate credit cards shall be subject to possible revocation of credit card privileges. The Coalition board chair with the approval of full board of directors, shall determine whether credit cards are to be revoked.

Employee Credit Cards

Employees and officers incurring legitimate Coalition business expenses are expected to utilize their personal credit cards for such expenditures, only in emergency situations where use of the Corporate Credit Card, or other means, is not feasible. The Coalition shall reimburse employees for properly supported and documented business expenditures charged to personal credit cards within five business days of the employee's credit card statement and proper completion of an expense report.

However, personal credit cards should not be used for large purchases or expensive items such as: flights, hotel stays, equipment, etc.

Any bonuses or rebates awarded to an employee through their personal credit card, belongs to the employee.

Travel advances may be requested in special circumstances. (See the earlier policy on Travel and Business Entertainment for expense report preparation procedures.)

Early Learning Coalition of North Florida Corporate Credit Card Policy and Acknowledgement

Notice of Coalition Credit Card Usage Guidelines

Summary

- The corporate card cannot be used for cash advances, personal or non-business related purchases.
- The Coalition is tax-exempt. As such when using the credit card, the user should ensure that the vendor is provided with the tax-exempt forms and that, when possible, they are not charged state sales tax.
- Card numbers should not be distributed beyond the cardholder's designee and should not be saved in online accounts to which others have access.
- The cardholder is responsible for ensuring the credit card purchases are within budget and properly approved.
- Receipts need to be turned in to the finance department within five business days of receiving the statement. Receipts must be taped to a sheet of 8.5 X 11" plain paper, with the amount matching the statement circled.

Background

The preferred payment method is through vendor invoices and Coalition checks. This method allows for budget compliance and ensures that the organization gets certain discounts and does not pay sales taxes. However, in some cases, this is not feasible for a variety of reasons. As such, select people are provided with corporate credit cards.

Eligibility

Only personnel specifically authorized by the Chief Executive Officer are provided with corporate credit cards.

Allowable Uses

Corporate credit cards are for business purposes only. Corporate cards may not be used for cash advances for any reason. Corporate credit cards are intended for vendors that may not accept Coalition checks or may request advance payment, or for employee purchases during travel or emergency purchases.

Tax Exemption

The Coalition is exempt from state sales tax. The documentation is available upon request from the finance department. All purchasers should provide this information to vendors at the time of purchase to ensure that they are not paying state sales tax on purchases.

Card Number Security

The person whose name the corporate credit card is in is solely responsible for all purchases on the card and ensuring that their credit card number is not used by unauthorized personnel. As such, the cardholder shall NOT share their card number with anyone. In addition, the credit card should not be stored in an online account that anyone other than the cardholder has access to.

Approvals

All purchases with corporate cards are to be expressly approved by the card holder along with the Finance Manager. No purchases shall be made for amounts not included in the Coalition's budget or purchasing threshold.

Receipts

The credit card holder is responsible for receiving, printing and retaining all receipts related to credit card purchases. This includes receipts related to online purchases. The cardholder shall label all receipts with a description of what it is for to ensure proper coding by the finance department.

All receipts must be submitted to the finance department within five business days of receiving the statement. Original receipts should be sent to the finance department (with a copy retained by the card holder or their designee). If a receipt is accidentally lost, a written description of the items and cost must be submitted.

Termination

Upon the termination of employment of a cardholder for any reason, all cards must be cancelled and returned, along with any other Coalition owned items.

Policy Violations

Violations of this policy may result in anything from a warning to cancellation of the card to termination, depending on the severity of the violation.

In addition to this policy, employees must review policy **#F308** of the Coalition's Accounting and Financial Policies and Procedures – located on the company share drive.

Early Learning Coalition of North Florida
Corporate Credit Card
Policy Acknowledgement

Card Holder

I, _____, hereby acknowledge that I have received a Coalition credit card in my name. I have been provided with and read the corporate credit card policy (to include policy #F308 of the Coalition's Accounting and Financial Policies and Procedures), and I understand that I am responsible for complying with the policy rules. I understand that violation of such policy may result in consequences including cancellation of my card and/or possible termination of employment.

Credit Card Name/Account Number

Issue Date

Expiration Date

Card Holder Signature

Date

F402 CAPITALIZED ASSETS AND INVENTORY REQUIREMENTS

Effective Date: 08/28/07

Revision Date: 10/01/08, 09/16/09, 02/12/13, 12/04/13, 04/08/15, 03/16/16

Policy

The Coalition staff, and sub-recipient staff, is responsible for the safeguarding of financial and physical assets and being alert to possible exposures, errors, and irregularities. The Coalition, and sub-recipient(s), are required to:

- maintain an accurate inventory control of non-expendable, tangible real property
- record the acquisition of new property
- document the transfer of property from one location to another
- provide documentation when property is being repaired
- complete physical inventories as required by law
- alert management when property is missing or suspected stolen
- obtain approval prior to disposing of property
- ensure that unauthorized use of property is prohibited

CAPITALIZED ASSETS

Capitalization Threshold

The Coalition's capitalization threshold is any item that was either purchased for \$5,000 or more or was contributed to the Coalition with a fair market value of \$5,000 or more, and has a useful life of at least one (1) year.

Capitalized Assets - Purchased

Items with unit costs below the Coalition's capitalization threshold shall be expensed in the year purchased. Capitalized assets are accounted for at their historical cost and all such assets, except land, are subject to depreciation over their estimated useful lives, as described within these policies.

If an awarding agency requires a lower capitalization threshold, the Coalition will adhere to that dollar amount only for that program or contract.

Capitalized assets will be reported as expensed for grants if they were so budgeted in the grant application. However, for the Coalition's financial statements, these assets will be capitalized and depreciated according to these policies.

Capitalized Assets – Contributed

Assets with fair market values in excess of the Coalition's capitalization threshold that are contributed to the Coalition, or a sub-recipient for the Coalition, shall be capitalized as fixed assets on the financial statements. Contributed items with market values below the Coalition's capitalization threshold shall be expensed in the year contributed.

Capitalized contributed assets are accounted for at their market value at the time of donation and all such assets, except land and certain works of art and historical treasures, are subject to depreciation over their estimated useful lives, as described within these policies.

Capitalized Assets - Depreciation and Useful Lives

All capitalized assets are maintained in the special property account group and are not included as an operating expense. Property is depreciated over its estimated useful lives using the straight-line method, half-year convention.

Recovery periods are as follows:

1. 5-year property:
 - Computers and peripheral equipment
 - Office machinery (such as typewriters, calculators, and copiers)
 - Vehicles
2. 7-year property:
 - Office furniture and fixtures (such as desks, files, and safes)
 - Any property that does not have a recovery period as designated by the IRS
3. Any other property will follow the IRS guidelines on length of recovery period
4. Alternatively, at the direction of the Finance Manager capitalized assets may be depreciated over useful lives expressed in terms of units of production or hours of service in place of the preceding useful lives expressed in terms of time.

Residual value of capitalized assets shall be determined by the Accounting Department in conjunction with the department or employee that shall utilize the asset.

For accounting and interim financial reporting purposes, depreciation expense will be recorded on an annual basis.

Capitalized Assets - Changes in Estimated Useful Lives

If it becomes apparent that the useful life of a particular capitalized asset will be less than the life originally established, an adjustment to the estimated useful life shall be made. All such changes in estimated useful lives of capitalized assets must be approved by the Finance Manager.

When a change in estimated useful life is made, the new life is used for purposes of calculating annual depreciation expense. In the year in which the change in estimate is made, the cumulative effect of the change shall be reflected as depreciation expense in the Coalition's statement of activities.

For example, if in the fourth year of an asset's life, it is determined that the asset will last five years instead of the original estimate of seven years, depreciation expense for that year shall be equal to the difference between 4/5 of the asset's basis (accumulated depreciation at the end of year four) and 3/7 of the asset's basis (accumulated depreciation at the beginning of the year).

Capitalized Assets - Repairs

Expenditures to repair capitalized assets shall be expensed as incurred if the repairs do not materially add to the value of the property or materially prolong the estimated useful life of the property.

Expenditures to repair capitalized assets shall be capitalized if the repairs increase the value of property, prolong its estimated useful life, or adapt it to a new or different use. Such capitalized repair costs shall be depreciated over the remaining estimated useful life of the property. If the repairs significantly extend the estimated useful life of the property, the original cost of the property shall also be depreciated over its new, extended useful life.

Capitalized Assets - Establishment and Maintenance of a Fixed Asset Listing

All capitalized property shall be recorded on the Fixed Asset Listing Report. This report shall include the following information with respect to each asset:

1. Date of acquisition
2. Unit acquisition cost (computed by including freight, insurance, and any other shipping costs divided by number of units)
3. Description (such as color, name, make, model, manufacturer and serial number or other identification number)
4. Depreciation method
5. Estimated useful life
6. Book Value
7. Depreciation amount
8. Residual value of asset

INVENTORY REQUIREMENTS

Items to be Inventoried

All nonexpendable property (as listed below), purchased by the Coalition, or a sub-recipient of the Coalition, are to be maintained, safeguarded, inventoried and accounted for:

- Equipment, fixtures, or other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000.00 or more and a normal life expectancy life of one (1) year or more
- Portable or attractive items such as computers which may contain sensitive or confidential information (However, if they were under the cost threshold at time of acquisition, these items may be inventoried and accounted for by a means other than the official inventory report.)

Inventory Procedures

The Coalition, and sub-recipient(s), are required to adhere to these policies and procedures when establishing and maintaining the Property Inventory Reports, and per the following regulations as appropriate; Chapter 69I-73, FAC, Chapter 274, F.S., and 45 CFR Part 75.

When tangible property is purchased from combined federal and state funding, the more restrictive requirements apply.

Inventory Maintenance and Reporting Procedures

All property that is required to be recorded on the Property Inventory Report shall include the following information with respect to each item:

1. Date of acquisition
2. Unit acquisition cost (computed by including freight, insurance, and any other shipping costs divided by number of units)
3. Method of acquisition (and if purchased; voucher, check, or warrant number)
4. Description (such as color, name, make, year, model name/number, manufacturer, and a serial number or other identification number)
5. Funding source of the property, including the grant award number and other cost accumulator (OCA)
6. A statement that the title vests in the Coalition
7. Information to calculate the Federal share of the cost of the property, if applicable
8. Physical location of property and use
9. Name of custodian
10. Property tag identification number
11. Date that the item was last inventoried and the condition of the item as of that date, using the appropriate condition code as described here:
 - (E) Excellent: The item is in excellent serviceable condition.
 - (G) Good: The item is in reusable and serviceable condition.
 - (F) Fair: The item is worn but is in reusable condition and can be cleaned, polished, and placed back in use with minimum repair or maintenance.
 - (P) Poor: The item is very worn, old, or obsolete and requires major repairs before use. This type of grant-purchased property may have parts, which may be useful.

- (S) Scrap: The item is not usable by the Coalition. The item is obsolete or non-repairable, unserviceable, and may present a health or safety hazard.
12. Ultimate Disposition Data, including date of disposal and sales price (if applicable), **OR** the method used to determine current fair market value *where* a recipient compensates the awarding agency for its share. When determining fair market value, the Coalition will use a comparison of recent purchase prices of similar item(s) and/or the written opinions of applicable professionals.

Inventory Maintenance and Reporting Procedures for Sub-recipients

1. The sub-recipient must be granted Coalition prior approval for all items that are included in the “Contractor Prior Approval Guidance” issued by the Coalition.
2. The sub-recipient must assign a Property Custodian. The Property Custodian will be entrusted with five Coalition tag number decals, at a time, for assignment and placement, and will be responsible for maintaining the Coalition’s Property Inventory Report, as it pertains to the sub-recipient (actual property in sub-recipient’s custody).
3. The Property Custodian will review copies of the vendor invoices to ensure all purchases requiring inventory recording are added to the Coalition Property Inventory Report.
4. All purchases that require inventory recording will then be highlighted (or indicated in another agreed-upon manner) on the vendor invoice and added to the Coalition’s Property Inventory Report.
5. As property is purchased, the Property Custodian will submit to the Coalition an updated Coalition Property Inventory Report, corresponding vendor invoices w/highlights, and references and/or copies of all corresponding Coalition prior approvals.
6. The Property Custodian will request additional tag number decals, from the Coalition, as needed.
7. The Property Custodian is responsible for internal inventory relocation reporting, to ensure the Coalition Property Inventory Report is kept current.
8. The Property Custodian will perform annual physical inventories, of all operating sites, with Coalition staff by **September 1** of each fiscal year, unless the Sub-recipient/Coalition contract is ending in the current fiscal year.
9. **If the contract ends June 30 of the current fiscal year**, the annual physical inventories must be completed with Coalition staff **by May 31** in preparation for transition activities. In addition, **ALL** equipment and furniture purchases for the remainder of the contract would require Coalition Prior Approval.
10. In the case of a unilateral contract termination, no equipment or furniture purchased (from the date of notification) will be reimbursed by the Coalition.
11. If, at any time, property is missing or thought to have been stolen, the Property Custodian must alert the Coalition immediately.
12. Before disposing of any Coalition property, the Property Custodian must contact the Coalition and follow OEL policy. Final disposition will be updated on the Coalition Inventory Report.

CAPITALIZED ASSETS AND INVENTORY REQUIREMENTS

Property Purchased With Federal Funds

The Coalition may occasionally purchase property that will be used exclusively on a program funded by a Federal agency. Property charged to Federal awards will be subject to certain additional policies as described in this policy.

All applicable purchases of “property” with Federal funds shall have prior approval, in advance and in writing, by the Federal awarding agency and per Federal awarding agency’s prior approval process. In addition, the following policies shall apply regarding property purchased and charged to Federal awards:

1. Adequate insurance coverage will be maintained with respect to property charged to Federal awards.
2. For property (or residual inventories of supplies) with a remaining per unit fair market value of less than the Coalition’s capitalization threshold at the conclusion of the award, the Coalition shall retain the property without any requirement for notifying the Federal agency.
3. If the remaining per unit fair market value is more than the Coalition’s capitalization threshold, the Coalition shall gain a written understanding with the Federal agency regarding disposition of the property. This understanding may involve returning the property to the Federal agency, keeping the property and compensating the Federal agency, or selling the property and remitting the proceeds, less allowable selling costs, to the Federal agency.
4. The Grants and Operations Manager shall determine whether a specific award with a Federal agency includes additional property requirements or thresholds and requirements that differ from those described above.
5. A physical inventory of all property purchased with Federal funds shall be performed annually. The results of the physical inventory shall be reconciled to the accounting records of and Federal reports filed by the Coalition.

Physical Inventory

A physical inventory of all capitalized assets and inventoried property will be taken on an annual basis by the Coalition, as well as whenever there is a change of custodian. The Coalition must provide the updated Master Property Inventory List to OEL no later than **October 1** of each year or **within 30 days** of a change in custodian. All serial numbers and Coalition-assigned tag numbers will be double-checked for accuracy. This physical inventory shall be reconciled to the Fixed Asset Listing and the Property Inventory Report and adjustments made as necessary. All adjustments resulting from this reconciliation will be approved by the Finance Manager, and the fixed asset detail will be reconciled to the general ledger.

Purchases of Shared Assets/Inventoried Property

If the Coalition agrees to share its assets or inventoried property with another coalition, through a common contractor/sub-recipient, the coalition with whom the title vests must be established and agreed upon before purchase. In addition, full disclosure of any shared purchase/allocation must be provided with the Coalition’s invoice.

Receipt of Newly-Purchased Property

At the time of arrival, all newly-purchased property shall be examined for obvious physical damage. If an item appears damaged or is not in working order, it shall be returned to the vendor immediately.

In addition, descriptions and quantities of items per the packing slip or bill of lading shall be compared to the items delivered. Discrepancies should be resolved with the vendor immediately.

Staff who receives shipments must verify the receipt and inspection of all goods by signing and dating the vendors' packing slips, as well as making any corrective notations on the packing slip when applicable.

Use of Equipment

Disclosures related to the use of equipment are mandated by uniform grant guidance [45 CFR Part 75.320(c), Use of equipment].

- Equipment is used by the funding program/project as long as needed;
- If there's extra capacity available, use the equipment for other partnering programs/projects;
- If used for other programs/projects any related usage fees must equal those charged by other private companies for the same equipment; and
- If new equipment is needed, current equipment may be sold or used for trade-in negotiations to offset newer equipment costs (subject to OEL prior approval).

Maintenance Procedures and Safeguards of Equipment

Federal regulations require that the custodian implement adequate procedures to ensure the equipment is kept in good condition and safeguards to prevent loss, damage, or theft of the property.

The Coalition uses the following three steps as a general guideline to ensure proper maintenance and safeguarding of equipment items have been performed:

- (1) Review all items purchased with federal and state funds to determine whether they are in good condition.
- (2) Provide maintenance services to items identified as not in good condition.
- (3) Initiate a disposition process for those items that are not usable or unable to repair.

In addition, the Coalition ensures preventative measures are taken such as I.T. equipment maintained by the coalition's I.T. vendor on a regular basis, adequately securing equipment to mitigate risk of theft, and instructing staff on proper use of equipment.

Note: Leased equipment (such as copiers, printers, etc.) are not listed on inventory reports, but are maintained per the lease agreement.

Transfer of Property and Property Records

The inventory custodian must document the transfer of grant-purchased property from one office to another, or from one location to another within the same Coalition. This is done by updating the new physical location on the Master Property Inventory List and the Property Tag Assignment records.

Disposition of Property

The Coalition Board of Directors approves the disposal of all capitalized fixed assets and inventoried property that may be worn out, obsolete, or no longer needed for the original project or program.

Priority for Disposition

When disposing of property, the custodian must use the equipment in connection with its other federally-sponsored activities, if any, in the following order of priority:

- (1) Programs, projects or activities the Health and Human Services (HHS) awarding agency sponsors.
- (2) Programs, projects or activities other HHS awarding agencies sponsor.
- (3) Programs, projects or activities other federal agencies sponsor.

Effective July 1, 2015, all equipment items in excess of \$5,000 proposed to be disposed must obtain OEL written prior approval [45 CFR Part 75.320(e)(2), Disposition].

Recording and Reporting of Disposed Items

If an item is sold, scrapped, donated or stolen, adjustments need to be made to the Fixed Asset Listing and Property Inventory Report after following prescribed applicable awarding agency instructions. If money is received for the item, then the difference between the money received and the "book value" (purchase price less depreciation) of the item will be recorded as a loss (if the money received is less than the book value) or a gain (if the money received is more than the book value).

Note: Per FS 274.07, after each annual physical inventory, all disposition documents must be board approved. After approval (and upon actual disposition of the item), the individual property record for each item lawfully disposed of must be transferred to a disposed property file. The inactive surplus disposed property file must then be maintained for at least five years after the date of disposition.

Write-Offs of Property

Any and all items that are discovered to be missing or stolen must be reported immediately to the Coalition, who will then notify and follow the procedures of the awarding agency. After following all

required processes, the Coalition will remove items off the accounting records that are no longer in the Coalition's (or sub-recipient's) custody.

F602 GOVERNMENT RETURNS

Effective Date: 08/28/07

Revision Date: 08/03/11

Overview

To legitimately conduct business, the Coalition must be aware of its tax and information return filing obligations and comply with all requirements of Federal, state and local jurisdictions. Filing requirements of the Coalition include, but are not limited to, filing annual information returns with IRS [state charitable solicitation reports, annual reports for corporations, income tax returns, information returns for retirement plans, annual reporting of compensation paid, and payroll tax withholding tax returns].

Filing of Returns

The Finance Manager shall be responsible for identifying all filing requirements and assuring that the Coalition is in compliance with all such requirements. The Coalition will file complete and accurate returns with all authorities and make all efforts to avoid filing misleading, inaccurate, or incomplete returns.

Filings made by the Coalition include, but are not limited to, the following returns:

1. **Form 990** - Annual information return of tax-exempt the Coalitions, filed with IRS. Form 990 for the Coalition is due on the fifteenth day of the fifth month following year-end. An automatic 3-month extension of time to file Form 990 may be obtained filing Form 8868. Upon expiration of the first 3-month extension, a second 3-month extension may be requested using Form 8868.
2. **Form 990-T** - Annual tax return to report the Coalition's unrelated trade or business activities (if any), filed with IRS. Form 990-T is due on the fifteenth day of the fifth month following year-end. An automatic 6-month extension of time to file Form 990-T may be obtained by filing Form 8868.
3. **Form 5500** - Annual return for the Coalition employee benefit plans. Form 5500 is due July 31, but a request for extension of time to file may be filed.
4. **W-2's and 1099's** - Annual report of employee and non-employee compensation, based on calendar-year compensation, on the cash basis. These information returns are due to employees and independent contractors by January 31 and to Federal Government by February 28.
5. **Form 941** - Quarterly payroll tax returns filed with IRS to report wages paid to employees and Federal payroll taxes. Form 941 is due by the end of the month following the end of each quarter, or 10 days later if all payroll tax deposits have been made in a timely manner during the quarter.

The Coalition's fiscal and tax year-end is June 30. All annual tax and information returns of Federal and all applicable state payroll tax returns are prepared by the Coalition's external payroll service.

Public Access to Returns

Under regulations that became effective in 1999, the Coalition is subject to Federal requirements to make the following forms "widely available" to all members of the general public:

1. The three most recent annual information returns (Form 990), [excluding the list of significant donors (Schedule B) that is attached to the Form 990, but including the accompanying Schedule A], and
2. The Coalition's original application for recognition of its tax-exempt status (Form 1023 or Form 1024), filed with IRS, and all accompanying schedules and attachments.

The Coalition adheres to the Coalition's **Operational Policy #OP204, Public Records Request**, in order to comply with public disclosure requirements.

Attachment IIB Single Point of Entry Policies and Procedures

SRAD19 Single Point of Entry/ Family Portal Application Policies and Procedures

The Family Portal is a web based database that allows for families to apply for Voluntary Prekindergarten and School Readiness services anywhere that families have access to the internet. Families may also apply in person at any of our offices located in Putnam, St. Johns, Bradford, Baker, Nassau and Clay Counties or at our central office in Jacksonville. In our offices, when possible, ECS provides a kiosk for parents to access the Family Portal. In offices that do not offer kiosks, families can apply for services with the assistance of our staff. Instructions on how to set up a free email accounts as well as additional locations that offer internet access are also made available to families that choose to complete the application process at other locations within the community.

VPK will process all applications received through the online system and use the system to notify parents of their status in the program. The application for the VPK Program is available at <https://familyservices.floridaeearlylearning.com/Account/Login> and on the home page of the ECS website. The online applications through the Family Portal are checked daily, during the work week, by a VPK Specialist. Approved records are entered into EFS and given eligibility. Please see VPK enrollment procedures for more details on the enrollment process.

Families applying for School Readiness (SR) must complete an application through the Family Portal. The application for the SR Program is available at <https://familyservices.floridaeearlylearning.com/Account/Login> and on the home page of the ECS website. Once the application is reviewed by staff, the family will receive a notification email letting them know the status of their application. Statuses are assigned based on the eligibility of the family. At this time, if there is no waiting list or no waiting list for that child's priority in the ELC of North Florida's plan, a parent will ~~not still~~ need to complete ~~an the Family Portal~~ application ~~through the Family Portal, but may apply in person.~~ Parents will be enrolled from the Family Portal in accordance with the ELC approved plan by county and then based on the date their waiting list application was originally validated with the oldest applications being enrolled first. Please see policies on the Waiting List for more detail.

Changes/Revisions:

Date of Change/Revision	Person making change/revision	Change/Revision
4/19/16	BPS	Updated working to reflect current procedures with the Family Portal replacing the UWL. Updated website to current website.
09/15/17	BPS	Updated policy to reflect wording of the approved SR Plan Policies
2/14/2018	BPS	Changed the wording to say that parents still need to complete an application through the Family Portal even if we do not have a waiting list. Also Combined SRAD19 and SRPP 35 for the plan policies. All following changes will be made at the bottom of the document. Updated footer.

Formatted Table

SRPP35 SR Waiting List Procedures.

Attachment IIB Single Point of Entry Policies and Procedures

SRAD19- & SRPP35 Single Point of Entry/Family Portal Application Policies and Procedures

ECS Administration

Created on: 05/05/15 Latest Draft Submitted: 02/20/18

Last Revision: 09/15/17 OEL Approval Date:

Policies and Procedures

Policy:

- (1) Each county served will utilize a wait list, which will be a management tool for filling available child care slots. This wait list will be maintained by the ELC/ECS through the Family Portal at the following admin link:
<https://coalitionservices.floridaeearlylearning.com/Home>. Procedures for its use follow in this guide.
- (2) The waiting list procedure shall consist of:
 - (a) Families go to the following link to apply for School Readiness (SR) Services:
<https://familyservices.floridaeearlylearning.com/Account/Login>. This link is also posted on the main page of the ECS website.
 - (b) A preliminary screening for eligibility is completed through the Family Portal by the parent to determine whether or not a family is potentially eligible for services. The preliminary screening includes: the client's statement of income, family size, and purpose of care. If the family does not appear to qualify based on the responses provided, the Family Portal will guide the family to contact the ELC/ECS for CCRR Services. If the family appears eligible, it will allow the parent to continue to the next steps to complete the application.
 - ~~(c)~~ Placement of eligible children on the waiting list will include the child's legal name, age, probable eligibility category, priority assignment, and type of care requested.
 - ~~(c)~~(d) Submitted applications and required documentation are reviewed by ECS staff within 20 calendar days of receipt to determine if the parent is potentially eligible.
 - ~~(d)~~(e) Removal of a child's name from the waiting list upon authorization for placement and change of status within the Family Portal.
 - ~~(e)~~(f) Validation of each name on the waiting list every six months by response to email. Notification of such validation will be an automatic generated email from the Family Portal informing the family of the revalidation process with a deadline for completion. The validation process is required to ensure families continue to be eligible for services and to provide updated information necessary to remain on the waiting list. If the revalidation process is not completed by the given deadline, names will be removed from the waiting list for failure to comply with the request for information within the specified timeframe. This includes noncompliance by failing to keep a current email address and other contact information on file with Episcopal Children's Services or if upon validation, a purpose for care no longer exists. Additional notes on validation follow the Waitlist Procedures.
- (3) An unborn child shall not be eligible for the waiting list.
- (4) Actual certification of eligibility will be conducted prior to authorization for placement, which will be based on available funding and capacity.

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Wait list priority –is based on the following:

Section 1002.87 (1), F.S., lists the following nine priorities:

Priority 1 – Children younger than age 13 whose parents receive temporary cash assistance and are subject to federal work requirements.

Priority 2 – At-risk children younger than age 9.

Priority 3 – Economically disadvantaged children until eligible to enter kindergarten. Their older siblings up to the age they are eligible to enter 6th grade may also be served.

Priority 4 – Children from birth to kindergarten whose parents are transitioning from the temporary cash assistance work program to employment.

Priority 5 – At-risk children who are at least age 9 but younger than 13. Those with siblings in priority groups 1-3 are higher priority than other children ages 9-13 in this priority group.

Priority 6 – Economically disadvantaged children younger than 13. Priority in this category is given to children who have a younger sibling in the School Readiness Program under priority 3.

Priority 7 – Children younger than 13 whose parents are transitioning from the temporary cash assistance work program to employment.

Priority 8 – Children who have special needs and current individual educational plans from age 3 until they are eligible to enter kindergarten.

Priority 9 – Children concurrently enrolled in the federal Head Start Program and VPK, regardless of priorities 1-4.

Procedures:

School Readiness Enrollment Procedures

1. The Chief of Programs and Administration will notify the Director of School Readiness when funding allows for enrollments along with the enrollment goals by county based on each counties enrollment and budget.
2. The Director of Family & Provider Services will then notify the Program Support Coordinator, Family Service Coordinators and Family Service Specialists of the enrollment goals.
3. The Program Support Coordinator will then run an SR Adhoc Report available through the Family Portal to determine the order in which children will be enrolled.

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4. The reports are then sorted by county, eligibility priority group, date of waitlist placement, and parent/guardian name.
5. The report is then reviewed and sorted accordingly into the following categories:
 - Families with only school age children
 - Families with only non-school age children
 - Families with non-school age children and school age children
6. Once the reports are sorted, the families with both non-school age children and school age children are then reviewed again to determine which families have school age children under the age of 9 and sorted accordingly.
7. Once the reports are sorted, open enrollment emails are sent to the number of predetermined families (based on the number of slots available as determined by the Chief of Programs and Administration-
8. The order of the enrollments is set by the earliest date of waitlist placement, then by the following:
 1. Non-school age children and non-school-age children with school-age siblings under the age of 9.
 2. Once all non-school-age children and non-school-age children with school-age siblings under the age of 9 have been enrolled, school age children under the age of 9 without younger siblings will be enrolled.
 3. Once all non-school age and school age under the age of 9 have been enrolled, then school-age children under the age of 13 will be enrolled in accordance with Section 1002.87 (1), F.S. This process will continue until the budget and enrollment goals have been met.

Waiting List Procedure for Head Start

1. Parent calls or comes into CCR&R office for an interview for information and eligibility.
2. The Family Services Specialist first queries the database by name to see if this family is already in our database.
3. If the family is already in our database we make sure all demographic and household information is correct by conducting a new interview, the parent's needs may have changed from the last interview date.
 - (A) The Family Service Specialist enters the parent's name, DOB, SS# (if provided, not required), address and phone number. The Family Service Specialist also inquires on the reason the parent needs the services, the household size, if it is a single parent home or dual, and the total household income including any unearned income.
 - (B) If employed, the employer's information is obtained as well (the parents do not have to be employed in order to be eligible for the Head Start/RCMA or Early Head Start Programs).
 - (C) The Family Service Specialist retrieves the information for all the children in the household; such as, name, DOB, SS# (SS# is not a requirement for parent or child in order to be put on the wait list).

Attachment IIB Single Point of Entry Policies and Procedures

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- (D) The Family Service Specialist inquires if any of the children have any special needs that the parent would like us to take into consideration in order to assist them.
 - (E) If a child is of age for the Head Start/RCMA programs (3 or 4 years of age by September 1 for regular Head Start/RCMA) or the Early Head Start Programs in Baker, Bradford, Clay, & Nassau Counties (birth to 3 years of age) then the parent is informed of the programs.
 - (F) If the parent is interested in the Head Start/RCMA or Early Head Start programs we can inform the family to the Family Portal application process and forward the family's information immediately to the Head Start/RCMA and/or Early Head Start staff located at the program that the parent is interested in.
4. Once the Head Start/RCMA/Early Head Start staff receives this information, they can assess the family through evaluation of their special needs and other criteria which is gauged through their database. Their criterion is entered into their database and a point system will determine their ranking for the program.
 5. Similarly, the ECS Head Start and Early Head Start FSS's will inform parents who are placed on Head Start/Early Head Start waitlist about school readiness services. If the parent is interested in applying for subsidized childcare, FSS will inform the parent of the Family Portal application process and provide the contact information for the local CCRR office.
 6. The ECS CCRR Coordinators and the ECS Head Start and Early Head Start Family Services Coordinators will meet to review procedures and update as necessary. Individual meetings can be held with the St. Johns Head Start staff and Putnam RCMA staff as needed as well.

Removing Children from the Waitlist

NOTE: ECS will follow the current Family Portal procedures based on the current release as each release might include or remove additional steps until the Family Portal is fully complete.

Enrollment Process:

1. During periods of enrollment from the Family Portal waitlist, families who are selected for enrollment will be contacted by email following the 9 priorities listed earlier in this policy providing a 30 day deadline to contact ECS for enrollment.
2. Notes on the contact attempts should be made in the Family Portal case notes

A child should be removed from the waitlist if

1. You have made one contact attempt and no response was received within 30 days.
2. The family is deemed ineligible for services
3. The child on the waitlist has exceeded the eligibility age limit.
3. If the status of the child changes in the Family Portal due to "being served"

Attachment IIB Single Point of Entry Policies and Procedures

SRAD19- & SRPP35 Single Point of Entry/Family Portal Application Policies and Procedures

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When to Redetermine a Child on the Waitlist

Children are redetermined for the waitlist at intervals no longer than 6 months. Families are notified via an auto generated email through the Family Portal and are provided a deadline for completion of the revalidation process. If a family does not fully complete the revalidation process by the specified deadline, the Family Portal system automatically changes the status of the application to inactive. If the family chooses to reapply for services after missing the revalidation deadline, the original waitlist date will no longer be used. The date of the approval of the new application will be their new waitlist date.

Changes/Revisions:

Date of Change/Revision	Person Making Change/Revision	Change/Revision
4/5/13	J. Matusko	Removed section titled: Monthly Reconciliation of CNBB Head Start Ranking List Added under Procedures #3, (F) that a copy of SRF27 Waitlist Application/Head Start Referral Form will be used to refer. Also added under Procedures Nos. #5 & #6
4/8/13	B. Spangler	Added RCMA information throughout policy
9/12/13	B. Spangler	Updated priorities of services and added note about CCPP waitlist should only be used for St. Johns County.
10/17/13	B. Spangler	Updated CCPP section removing requirement of listing CCPP in the address line. Updated process for CCPP clients and clients over 150% of the FPL. I also revised the UWL contact process on what types of attempts should be made and when.
9/30/14	B. Spangler	Updated wording throughout the policy. Added step by step enrollment procedures, key tools, and updated the number and types of contact attempts.
02/13/15	B. Spangler	Updated the frequency of meetings with Head Start/RCMA Staff; changed the number of contact attempts from 3 to 2; updated steps to removing a child from the waitlist;
5/28/15	B. Spangler	Updated number of contact attempts to reflect our new policy of only one contact attempt.
4/19/16	B. Spangler	Updated the entire policy to reflect the new procedures based on the new application process through the Family Portal instead of the UWL.
4/29/16	B. Spangler	Updated enrollment procedures to reflect that we will enroll children under priority 3 up to age 9. Children 9-13 will be enrolled through priority 6.
9/15/17	B. Spangler	Updated Policy to reflect the approved SR Plan Policy
<u>2/14/18</u>	<u>B. Spangler</u>	<u>Changed the wording to say that parents still need to complete an application through the Family Portal even if we do not have a waiting list. Also Combined SRAD19 and SRPP 35 for the plan policies. All following changes will be made at the bottom of the document. Added "Submitted applications and required documentation are reviewed by ECS staff within 20 calendar days of receipt to determine if the parent is potentially eligible." : Added in 2B "is completed through the Family Portal by the parent": Added in 2C "priority assignment"</u>

Attachment IIB Single Point of Entry Policies and Procedures

SRAD19- & SRPP35 Single Point of Entry/Family Portal Application Policies and Procedures

ECS Administration

Created on: 05/05/15 Latest Draft Submitted: 02/20/18

Last Revision: 09/15/17 OEL Approval Date:

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VIII. Review of Board Membership

INFORMATIONAL

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.

IX. BOARD ABSENTEEISM LOG

INFORMATIONAL

BOARD
MEMBER ABSENTEEISM LOG

By-Laws

3.2.7. Unexcused absences from two (2) consecutive meetings within a twelve month period by a representative or appointed member is equivalent to
3.2.8. Mandated members with three (3) consecutive unexcused absences from meetings or six (6) unexcused absences from meetings within a twelve month period without due cause may be notified by the

X = Attended

	MEMBER NAME	No Meeting Jan-17	No Meeting Feb-17	3/22/2017	No Meeting Apr-17	No Meeting May-17	6/21/2017	No Meeting Jul-17	No Meeting Aug-17	9/20/2017	No Meeting Oct-18	No Meeting Nov-18	12/6/2017
1	Allen, M.			EXCUSED			EXCUSED			X			X
2	Coleman, R.			X			X			EXCUSED			X
3	Delcomyn, V.			X			EXCUSED			X			X
4	Deputy, A.			EXCUSED			X			X			EXCUSED
5	Graham, B.			X			X			X			X
6	Hough, A.			x			EXCUSED			EXCUSED			EXCUSED
7	Holanchock, M.			X			No longer a member			No longer a member			No longer a member
8	Kent, C.			EXCUSED			EXCUSED			EXCUSED			EXCUSED
9	Lane, A.			EXCUSED			X			EXCUSED			EXCUSED
10	Pearson, N.			X			EXCUSED			EXCUSED			EXCUSED
11	Ramoutar, M.			X			X			X			X
12	Simpkins, K.			X			X			EXCUSED			EXCUSED
13	Sirgusa, M.			X			X			No longer a member			No longer a member
14	Matheny, T			X			X			X			X
15	Williams, R.			X			X			X			X
16	Johns, J.			EXCUSED			No longer a member			No longer a member			No longer a member
17	Stanton, J.			X			X			X			X
18	Little, T.			X			X			X			X
19	Smith, J.					Not a Member yet	X			EXCUSED			EXCUSED
20	McElhone, B.					Not a Member yet	X			X			X
21	Hill, Marsha			Not a Member		Not a Member			Not a member			Board Nominee	X
22	Garcia, Mary					Not a Member			Not a member			Board Nominee	X

X. Board Comment

XI. Next Meetings

- Wednesday, May 2, 2018, 10:30 a.m. –
Exec/Admin Committee Conference Call
Meeting
 - Wednesday, June 20, 2018, 10:30 a.m.
Board Meeting at
World Golf Village Renaissance Resort
-

XII. Adjournment*

***ACTION ITEM**