



## ANNUAL BOARD MEETING

September 9 2020; 10:30 a.m.

Conference Call: 888-296-6500, Guest Code# 966582

*Renaissance Resort World Golf Village Convention Center, Troon Room*

### TENTATIVE AGENDA

#### *\*Action Item*

- I. **Call to Order/Roll Call**
- II. **Public Comment**
- III. **Review of Delegation of Authority Items**
- IV. **Approval of June 10, 2020 Board Meeting Minutes\***
- V. **Staff and Committee Reports**
  - A. CEO Report
    1. Review of ELCNF 2019 Board Self Evaluation Compiled Results- **HANDOUT**
    2. Review and Final Discussion on 2019-20 Grant Addendum #1
  - B. Finance Manager's Report
  - C. 4th Quarter Program Update
  - D. 4th Quarter Early Literacy Report
- VI. **New/Unfinished Business**
  - A. Approval of Episcopal Children's Services 2020/2021 Contract Amendment #0001-20\*
  - B. Approval of ELCNF 2020-21 Second Preliminary Budget\*
  - C. Retro Approval of Compass MSP IT Contract Renewal Effective September 1, 2020\*
  - D. Approval of Private Sector Board Member Vina Delcomyn\*
  - E. Review of Board Membership-**INFORMATIONAL**
  - F. Election of Officers\* **HANDOUT (To be emailed for nominations prior to meeting)**
  - G. Standing Committee Discussion and Sign-Up **HANDOUT (To be emailed for sign up prior to meeting)**
  - H. Code of Ethics and Conflict of Interest-**HANDOUT (Vendor List and both polices to be emailed for review prior to meeting)**
- VII. **Board Absenteeism Log – INFORMATIONAL**
- VIII. **Board Comment**
- IX. **Next Meetings**
  - Wednesday, November 4, 2020, 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
  - Wednesday, December 2, 2020, 2:00 p.m. – Board Meeting Renaissance World Golf Village and Convention Center **Caddy Shack Restaurant**
- X. **Adjournment\***

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

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# **II. Public Comment**

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

**IV. Approval of June 10, 2020  
Board Meeting Minutes\***

**\*ACTION ITEM**

Early Learning Coalition of North Florida, Inc.

**BOARD MEETING**

Renaissance World Golf Village Convention Center, St. Augustine Meeting Room  
St. Augustine, FL 32092

June 10, 2020

Conference Call: 888-296-6500, Guest Code: 966582  
10:30 a.m.

**ATTENDANCE**

**Members Present:**

Dr. Myrna Allen, Treasurer  
Ron Coleman  
Kyle Gammon  
Mary Garcia  
Marsha Hill  
James K. Johns  
Michelle Jonihakis  
Theresa Little  
Teresa Matheny, ECS  
Brian McElhone  
Charles Puckett  
Kristi Simpkins  
Aubrie Simpson-Gotham, Secretary  
Michael Siragusa  
Joy Stanton, Vice Chair  
Patricia Tauch  
Renee Williams

**Members Absent:**

Nancy Pearson, Board Chair  
Brian Graham

**Staff Present:**

Dawn Bell, Chief Executive Officer  
Rhonda Cody, Office Manager  
Susan Pettijohn, Finance Manager  
Christopher Spell, Finance Manager  
Joan Whitson, Early Literacy Manager  
Tajaro Dixon, Grants and Operations Manager

**Others Present:**

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**CALL TO ORDER/ROLL CALL**

J. Stanton, Vice Chair called the meeting to order at 10:33 am. Roll was taken by R. Cody; quorum was met with 17 of the 19 board members in attendance.

## **PUBLIC COMMENT**

No comments.

## **REVIEW OF DELEGATION OF AUTHORITY ITEMS**

The Board designates authority to the Coalition's Office Manager to review and approve the Chief Executive Officer's timesheets, leave requests, work related travel expenses, and other routine operational requests. These documents, which are made available at each regular board meeting for board review, were sent via email to all Board Members for review prior to the meeting and there was no discussion or questions on the items reviewed.

## **APPROVAL OF MARCH 11, 2020 BOARD MEETING MINUTES\***

- 1.** T. Little motioned to approve the March 11, 2020 Board Meeting Minutes, as presented. M. Siragusa seconded the motion. No discussion, motion passed unanimously.

## **STAFF AND COMMITTEE REPORTS**

### **CEO Report-Verbal**

D. Bell advised the Board on the issues surrounding the rollout of the Essential Workers Childcare Referral Program and process. She cited the many numerous misunderstandings of the program including the incorrect advertising of the program that stated the program was free (for Childcare Services) for parents, to the parents who contacted Tallahassee complaining about Providers and Coalitions on a myriad of issues that had no merit. D. Bell further explained that Episcopal Children's Services (ECS) under the guidance and leadership of T. Matheny have been simply outstanding and leading the way for other Coalitions to follow. The very statistic cited that 94 % of our Providers and Centers have remained opened in all six counties of our Coalition compared to other counties in Florida, stated the incredible commitment ECS and ELCNF have in providing safe and affordable childcare services to our many communities.

### **Finance Manager's Report**

#### Desk Reviews and Audits

The Desk Review for Jul 2019 through Dec 2019 time period was completed without adjustments from OEL. We have received no further audit requests this quarter.

#### Q3 Financial Statements (see attachment)

Attached is the Q3 financial statements for FY 2019-20. We received a \$15,000 grant from Clay Foundation for FY19-20. This grant runs from Oct 1 – Sep 30. Our year to date expenditures are in line with expectations.

#### Targets and Restrictions

The coalition is currently in alignment with the grant required targets and restrictions.

**Statement of Revenue and Expense  
As of March 31, 2020**

	<b>2019-2020 Annual Budget</b>	<b>2019-2020 Q3 Budget</b>	<b>Q3 2019-20 YTD Actual</b>	<b>Over (Under )</b>
<b>2018-19 Notice of Awards</b>				
School Readiness (SR)	\$ 18,278,285	\$ 13,708,714	\$ 12,795,633	\$ (913,081)
OAMI	23,485	17,614	13,352	(4,262)
PDG Services	132,424	99,318	102,994	3,676
Voluntary PreKindergarten (VPK)	14,878,087	11,158,565	12,165,340	1,006,775
<b>Total Notice of Award</b>	<b>\$ 33,312,281</b>	<b>\$ 24,984,211</b>	<b>\$ 25,077,319</b>	<b>\$ 93,108</b>
<b>Subrecipient Expense</b>				
School Readiness (SR)	17,298,637	12,973,978	12,170,871	(803,107)
OAMI	23,485	17,613.75	13,352	(4,262)
PDG Services	132,424	99,318.00	102,994	3,676
Voluntary PreKindergarten (VPK)	14,820,864	11,115,648.00	12,148,166	1,032,518
<b>Total Subrecipient Expense</b>	<b>\$ 32,275,410</b>	<b>\$ 24,206,558</b>	<b>\$ 24,435,383</b>	<b>\$ 228,826</b>
<b>Grant Funds Available to ELC of North FL</b>	<b>\$ 1,036,871</b>	<b>\$ 777,653</b>	<b>\$ 641,936</b>	<b>\$ (135,717)</b>
<b>Other Donations and Revenue</b>				
Interest Income	\$ 530	\$ 500	\$ 521	\$ 21
Clay Electric Foundation	5,000	5,000	15,000	10,000
Kiwanis	1,000	0	1,000	1,000
Reinhold	750	0	0	0
Quality Teacher's Conference	6,500	6,500	7,105	605
Miscellaneous Donations	2,000	1,500	4,015	2,515
<b>Total Revenues</b>	<b>\$ 1,052,651</b>	<b>\$ 791,153</b>	<b>\$ 669,577</b>	<b>\$ (121,576)</b>
<b>ELC of North Florida Estimated Expense</b>				
Salaries	\$ 592,000	\$ 409,846	\$ 329,945	\$ (79,901)
PR Taxes	47,576	32,937	25,023	(7,914)
Health Insurance & HSA Contributions	112,000	84,000	91,155	7,155
Pension	27,000	20,250	13,020	(7,230)
Life, Disability, and WC	9,500	7,125	10,993	3,868
Staff Development	8,000	6,000	3,465	(2,535)
Contract Services	3,000	2,250	0	(2,250)
Auditing	15,000	15,000	13,500	(1,500)
Legal	500	375	0	(375)
Printing & Reproduction	2,000	1,500	20	(1,480)
Repairs & Maintenance	1,075	806	224	(582)
Office Sites - Occupancy	47,000	35,250	31,994	(3,256)
Postage, Freight & Delivery	1,795	1,346	1,703	357
Rentals - Office Equipment	5,000	3,750	3,202	(548)
Office Supplies	9,500	7,125	6,190	(935)

Communications	14,700	11,025	10,143	(882)
D & O Insurance	2,800	2,800	2,277	(523)
General Liability	3,900	3,900	4,290	390
Equipment <\$1,000	3,500	2,625	2,394	(231)
Equipment >\$1,000	2,000	1,500	0	(1,500)
Travel - In State	3,000	2,250	2,543	293
Travel - Out of State	6,000	4,500	5,513	1,013
Travel - Local	6,500	4,875	3,490	(1,385)
Bank Fees	600	450	0	(450)
Software/Licenses/Support	11,500	8,625	5,528	(3,097)
Web Service	24,000	18,000	14,699	(3,301)
Other employee expenditures	1,000	750	10	(740)
ADP Fees	6,700	5,025	5,150	125
Dues & Subscriptions	12,000	9,000	10,405	1,405
Taxes, Licenses and Fees	450	338	75	(263)
Misc. - Other Current Charges	3,055	2,291	3,000	709
Quality Program	70,000	62,500	59,270	(3,230)
<b>Total ELC North Florida Estimated Expense</b>	<b>1,052,651</b>	<b>768,015</b>	<b>659,221</b>	<b>(108,794)</b>
<b>Surplus or (Loss)</b>	<b>0</b>	<b>23,139</b>	<b>10,356</b>	<b>(12,783)</b>

### 3RD QUARTER PROGRAM UPDATE

T. Dixon presented the 3<sup>rd</sup> quarter program per the following:

#### *Coalition Activities:*

- The 2020/2021 Sub-recipient Contract Monitoring Schedule and Narrative Plan has been completed and is part of the School Readiness Plan Amendment #26 which is included in the board packet today for approval.
- OEL (Office of Early Learning) released their School Readiness Child Eligibility and VPK Provider Monitoring Tools for 2019/2020. These were the only documents remaining to be released, and the Coalition has reviewed and updated our monitoring documents and processes.
- The annual review and update of the CEO Succession Plan Hand-off report was completed February 3, 2020. (This is a summary report of all essential day-to-day operational information that would be needed in the case of an emergency.)
- Coalition staff completed the annual refresher Data Security training and Information Technology policy review February 2020.
- Staff have been immediately processing and making record of all COVID-19 documents/guidance from OEL and government agencies for immediate action and future reviews of those actions.
- The Episcopal Children's Services contract renewal process for 2020/2021 has begun.

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

The 2019/2020 Second Quarter Monitoring was performed February 18 – March 3, 2020. This monitoring included all OEL required “eligibility” criteria for School

Readiness children, VPK children, and VPK Providers. In addition, there was a review of all Contract certifications and assurances, Data and data security system updates, and Fiscal non-direct costs review for 1<sup>st</sup> and 2<sup>nd</sup> quarters. From this monitoring there were eight compliance issues. All but one were SR child eligibility issues. The eighth issue was regarding travel coding. All were corrected by the end of the reporting cycle, and all corrective actions were immediately put into place. Considering the ongoing EFS MOD\* issues, this is still a very small error rate.

The 2019/2020 Third Quarter Monitoring is scheduled for May 18 - 28, 2020.

\*"EFS MOD" is the name the Office of Early Learning/State of Florida has given its new database.

*ALL full reports are available upon request.*

### **3RD QUARTER EARLY LITERACY REPORT**

J. Whitson submitted her report on the following:

#### **Highlights:**

**Early Educators Conference:** January 18 at the Thrasher Horne Conference Center in Orange Park. The theme was "Let's Flamingle" and 250 early educators attended this yearly daylong conference. Varieties of breakout sessions were provided and the keynote speaker was Dr. Jean Feldman. CEU's were provided to all of the providers in attendance.

**2019 Teacher of the Year:** The ELCNF 2019 Teacher of the year Teresa Forbes from Brighton Day Academy in St. Augustine was honored at the annual early educator's conference. Kaplan Early Learning, the teacher of the year sponsor, was on hand to give Teresa a \$500 cash prize.

**Kiwanis Character Breakfast:** February 8 – Solomon Calhoun Center in St. Augustine. The ELCNF collaborated with the Kiwanis Club of St. Augustine to host its third annual Character Breakfast event. This family friendly event included a chance for kids to mingle with their favorite characters including Spiderman, Cinderella, Superman, Winnie the Pooh, Elmo, Elsa and Ahna from Frozen and many more. There was a Live DJ dance with the characters, activity zones, photo booths, breakfast and silent auction. Monies raised through this event go to fund the many Kiwanis charities of which the ELCNF is one. 250 attended and nearly \$10,000 was raised.

**Clay Electric Grant:** February 11 - The ELCNF received a \$15,000 grant from the Clay Electric Foundation to use for literacy programs.

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

**Florida Literacy Week 2020:** On the last week of January, each year Florida hosts a simultaneous reading day for preschools statewide where they pick two books for providers to read to their children on the same day. This year's books were Grumpy Bird by Jeremy Tankard and Rooster's off to see the World by Eric Carle. The ELCNF provided a copy of each book to every attendee at



the early educator's conference in January along with activity guides and promoted the reading event to providers.

**Dr. Seuss Week:** During the first week of March, a Dr. Seuss program was put on every day by the ELC outreach team. The program consisted of a story time with special guest "The Cat in the Hat" and an activity time featuring fun Dr. Seuss related projects. Each child received a free Dr. Seuss book and the classroom received a bag filled with a variety of Dr. Seuss books and activity supplies.

**Cat in the Hat visits the Ravines:** March 8<sup>th</sup> at Ravine Gardens in Palatka. This was a special Dr. Seuss themed literacy field trip event for Putnam County providers. The event consisted of a special story time with the "Cat in the Hat" and 8 different activity zones all featuring fun Dr. Seuss related activities. 120 attended. Each child received a FREE Dr. Seuss book and each school received a bag of Dr. Seuss books and resources.

#### **EXECUTIVE ADMINISTRATIVE COMMITTEE**

Draft minutes of the May 6, 2020 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 7, 2019 Exec/Admin Committee Meeting Minutes\*
  2. Ratify Approval of the 2019-21 School Readiness Plan Amendment #26\*
  3. Ratify Approval of the Revisions to the Early Learning Coalition of North Florida's Anti-Fraud Plan for 2020/2021\*
  4. Ratify Retro Approval (Effective May 1, 2020) of the Infectious Disease Emergency Addendum to the ELCNF 2020-2021 COOP (Continuity of Operations Plan)\*
2. R. Coleman motioned for ratification of items 1- 4 on the Exec Admin Committee Consent agenda. M. Garcia seconded the motion. No Discussion, motion passed unanimously.

#### **NEW/UNFINISHED BUSINESS**

##### **APPROVAL OF EPISCOPAL CHILDREN'S SERVICES 2019/2020 CONTRACT AMENDMENT #0003-19\***

##### Revisions:

Updated the School Readiness budgeted amounts:

- A. Added mini-grant allocation of \$666,975 to Quality.
- B. Added \$1.1 Million to slots based on Coalition Finance Manager's projections to complete 2019/2020 contract/fiscal year.
- C. Added \$620,000 to slots for projected "First Responder" referrals/enrollments.

- 3.** A. Simpson-Gotham motioned for approval of Episcopal Children’s Services 2019/2020 Contract Amendment #0003-19. T. Little seconded the motion. T. Matheny recused herself and completed the form “8B”, disclosing and documenting her conflict of interest. No discussion, motion passed unanimously.

**APPROVAL OF THE EPISCOPAL CHILDREN’S SERVICES 2020/2021 PRIMARY SERVICE PROVIDER CONTRACT (TO INCLUDE RECORDING OF INDIVIDUAL VOTES)\***

Episcopal Children’s Services won last year’s RFP (Request for Proposals) award through the recommendation of the RFP Committee (February 21, 2019) and subsequent approval of the ELC Board of Directors (March 13, 2019). AND, As the Coalition has been satisfied with Episcopal Children’s services (ECS) delivery of services in contract year 2019/2020 (and all applicable prior years), the Coalition will continue contracting with ECS for 2020/2021.

T. Dixon mentioned these very important items as the ECS contract is a “related party contract” and as such the requirements are:

- Any related party has to disclose their conflict to the board and complete the conflict of interest form.
- We (the ELC) are notifying the board that Teresa Matheny is a ‘related party’ as she has a statutorily-required voting seat on the board and is ALSO the Chief of Programs and Administration of Episcopal Children’s Services.
- As she has a conflict, she has completed the form “8B”. And, as she is present, she will not be allowed to have discussion or participate in the vote on this item (contract).
- Because this is a related party contract, we must have 2/3 vote (of the entire board) approval of the contract before we can send it to OEL for approval.
- The contract will not be executed (signed by both parties) until the ELC receives OEL approval.
- The minutes from this meeting will reflect that these requirements were disclosed to you and will reflect the individual votes.

- 4.** A. Simpson-Gotham motioned the Approval of ECS 2020-2021 Primary Service Provider Contract. T. Little seconded the motion. T. Matheny recused herself and completed the form “8B”, disclosing and documenting her conflict of interest.

At this point, individual votes were taken by calling all board member names, having them state yes or no. This information was captured on the roll call sheet (attached) and here:

Dr. Myrna Allen, YES; Ron Coleman, YES; Kyle Gammon, YES; Mary Garcia, YES; *Brian Graham, not present*; Marsha Hill, YES; James K. Johns, YES, Michelle Jonihakis, YES; Theresa Little, YES; Brian McElhone, YES; *Nancy Pearson, not present*; Charles Puckett, YES; Kristi Simpkins, YES; Aubrie Simpson-Gotham, YES; Mike Siragusa, YES; Joy Stanton, YES; Patricia Tauch, YES; Renee Williams, YES.

Motion passed unanimously.

**APPROVAL OF THE GRANT AGREEMENT BETWEEN THE OFFICE OF EARLY LEARNING (OEL) AND THE EARLY LEARNING COALITION OF NORTH FLORIDA FOR SCHOOL READINESS (SR) AND VOLUNTARY PREKINDERGARTEN (VPK)\***

The Coalition would not receive the required grant funding for its School Readiness and Voluntary Prekindergarten programs should the Board not approve this grant agreement.

**5.** J. Johns motioned the approval of the Grant Agreement between the Office of Early Learning and the Early Learning Coalition of North Florida for School Readiness (SR) and Voluntary Prekindergarten (VPK). T. Little seconded the motion. No discussion, motion passed unanimously.

**APPROVAL OF THE REVISIONS TO THE ELCNF 2019/2020 BUDGET\***

On June 2, 2020, Office of Early Learning sent a revision to the Notice of Award for the 2019-2020 Grant Year. The revision added \$540,168 to our award for the School Readiness Program.

This budget revision adds the additional award amount to projected revenue for the School Readiness Program and applies all of those funds to the projection for Direct Services provided by Episcopal Children Services.

If not approved, we will not have a budget that reconciles to the Notice of Award.

**6.** M. Siragusa motioned the approval of the revisions to the ELCNF 2019/2020 budget. R. Coleman seconded the motion. T. Matheny recused herself and completed the form "8B", disclosing and documenting her conflict of interest. No discussion, motion passed unanimously.

**APPROVAL OF THE PRELIMINARY ELCNF BUDGET FOR 2020/2021\***

To have a working budget until the funding totals are received from OEL by way of Notice of Award in the beginning of the 2020-2021 fiscal year.

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

- If not approved: The Coalition would not be working under a budget for the portion of the year prior to receipt of the Notice of Award funds.
- The Coalition would not be in compliance with policy requiring Board approval.

**7.** A. Simpson-Gotham motioned the approval of the preliminary ELCNF budget for 2020/2021. M. Siragusa seconded the motion. T. Matheny recused herself and completed the form "8B", disclosing and documenting her conflict of interest. No discussion, motion passed unanimously.

**APPROVAL OF THE WEB/MARKETING CONSULTING CONTRACT WITH CREATIVE TYPES/AMY LYN D’ALESIO\***

Our Web/Marketing consulting services is up for procurement. Three quotes were obtained and staff recommends that we accept the Creative Types bid and enter/continue into a contract. This contract is to be billed on an hourly basis of \$60 per hour and not to exceed 200 hours/\$12,000 annually.

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

- The Coalition would not have anyone in place to assist the Coalition with their ongoing Marketing/Ad Graphics, website updates and social media marketing, etc. To hire a staff person to solely perform these duties would be far more costly than \$12,000 annually.

**8.** T. Little motioned the approval of the Web/Marketing Consulting Contract with Creative Types/Amy Lyn D’Alesio. M. Jonihakis seconded the motion. No discussion, motion passed unanimously.

**APPROVAL OF 2020/2021 MEETING SCHEDULE\***

**2020-21 MEETING SCHEDULE**

*Unless stated otherwise, all meetings are held at:*

**Renaissance World Golf Village Resort and Convention Center  
500 South Legacy Trail, St. Augustine, FL 32092**

DATE	TIME	MEETING
July 2020		No Meetings
August 5 <sup>th</sup>	10:30 a.m.	<b>Exec/Admin Committee; Conference Call: Dial 1-888-296-6500 and enter Guest Code 966582</b>
September 9 <sup>th</sup>	10:30 a.m.	<b>ANNUAL Board; Meeting/Workshop; Elect Officers</b>
October		No Meetings
November 4 <sup>th</sup>	10:30 a.m.	<b>Exec/Admin Committee; Conference Call: Dial 1-888-296-6500 and enter Guest Code 966582</b>
December 2nd	2:00 p.m.	<b>Board- CaddyShack Restaurant, World Golf Village</b>
January 2021		No Meetings
February 3rd	10:30 a.m.	<b>Exec/Admin Committee; Conference Call: Dial 1-888-296-6500 and enter Guest Code 966582</b>

March 10 <sup>th</sup>	10:30 a.m.	<b>Board</b>
April		<b>No Meetings</b>
May 5 <sup>th</sup>	10:30 a.m.	<b>Exec/Admin Committee; Conference Call: Dial 1-888-296-6500 and enter Guest Code 966582</b>
June 9 <sup>th</sup>	10:30 a.m.	<b>Board</b>

- **Board Meetings are held quarterly on the 2<sup>nd</sup> Wednesday of the month with the exception of the December Meeting.**
- **Exec/Admin Committee Conference Call Meetings are also held quarterly on the 1<sup>st</sup> Wednesday of the month.**
- **AD-HOC Committee Meetings are added as needed.**

9. R. Williams motioned to approve the 2020/2021 Meeting Schedule.  
T. Little seconded the motion. No discussion, motion passed unanimously.

**APPROVAL OF ADDENDUM #1 TO THE 2019-20 GRANT AGREEMENT BETWEEN THE OFFICE OF EARLY LEARNING AND THE EARLY LEARNING COALITION OF NORTH FLORIDA\***

The Addendum would commit us to the following:

- The ELC acknowledges receipt of the following documents from OEL and understands these disclosures should be used in the entity's year-end closeout and reconciliation tasks.
  - 2018-19 Revenue Confirmation for SR, Child Care Executive Partnership, Voluntary Prekindergarten, Outreach/Awareness and Monitoring Initiative and Performance Funding Program activities.
  - 2018-19 Supplemental Data Form including the ELC's self-reported FY2018-19 results for the temporary SR/VPK OCA codes SRRCN and/or VPRCN.
- The ELC has identified and will pay all SR Provider underpayments for FY2018-19 by \_\_\_\_\_.
- The ELC has completed or will complete provider reconciliation and provide notice to OEL by **June 30, 2020**. The reconciliation process shall be verified by:

X 100-percent of provider payments and records: or

\_\_\_ A sample of provider payments, as approved by OEL, equating to \_\_\_-percent of the ELCs total number of SR providers.

- The ELC will continue to conduct its routine quality assurance activities related to:
  - Eligibility validation
  - Child Attendance Records validation
  - Child Care Providers Payment validation
- The ELC agrees to use the Cherwell Overpayment Tracking Tool for reporting overpayment data.
- The ELC has completed the SR record corrections in EFS Mod or will complete by June 30, 2020 and notify the OEL of their completion. This is dependent upon OEL's successful deployment of data fixes necessary for attendance and payment reconciliation for 2018-19. If record corrections are not able to be made by June 30, 2020, acceptable equivalent documentation may be used for payment reconciliation and for use by auditors for testing.

If this is done, the following would occur:

- We could easily have a finding or be found not compliant to our Grant Agreement if items are not completed by these dates. EFS updates often erase data that we do not even know has been lost until we are told by OEL.

**10.** T. Little motioned to table approval of Addendum #1 to the 2019-20 Grant Agreement between the Office of Early Learning and the Early Learning Coalition of North Florida to the next Board Meeting. J. Johns seconded the motion. No discussion, motion passed unanimously.

#### **APPROVAL OF ADDENDUM #2 TO THE 2019-20 GRANT AGREEMENT BETWEEN THE OFFICE OF EARLY LEARNING AND THE EARLY LEARNING COALITION OF NORTH FLORIDA\***

This Addendum, with some alternate language, can protect this ELC from another finding on our Independent Single Audit for the 19/20 FISCAL YEAR. However, we are suggesting alternate language added to this Addendum:

An alternate date of Sept 30, 2020 and the following:

“with the exception of impossibility due to any malfunction or unsuccessful deployment of data fixes in ESS MOD. Upon notification of any and all malfunctions the deadline shall be renegotiated, in writing, to both parties’ satisfaction.”

If not approved, we could face having the same findings as we did in the 18/19 Single Audit due to the malfunction of the EFS MOD system at the State.

- 11.** A. Simpson-Gotham motioned to approve Addendum #2 to the 2019-20 Grant Agreement between the Office of Early Learning and the Early Learning Coalition of North Florida with the alternate language. M. Siragusa seconded the motion. No discussion, motion passed unanimously.

### **BOARD SELF EVALUATION DISCUSSION-HANDOUT**

The annual Board of Directors Self-Evaluation Form was distributed to all Board Members and all were requested to return their evaluations to R. Cody no later than July 17, 2020. This evaluation assists the staff in their continued strive to be a model Coalition and a non-profit that community partners enjoy serving and assures the Board that we are fulfilling each and every board members expectations.

### **REVIEW OF BOARD MEMBERSHIP-Informational**

No Comments

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

No Comments.

### **BOARD COMMENTS**

No Comments.

### **NEXT MEETINGS**

The next scheduled meetings are as follows:

- Wednesday, August 5, 2020 , 10:30 a.m. – Exec/Admin Committee Conference Call
- Wednesday, September 9, 2020 10:30 a.m. –Board Meeting World Golf Village Convention Center

### **ADJOURNMENT\***

- 12.** M. Siragusa motioned for adjournment at 11: 28am. T. Little seconded the motion. No discussion – motion passed unanimously.

**Minutes Submitted By: Rhonda Cody, Office Manager on June 11, 2020**

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

### **A. CEO Report**

- 1. Review of the ELCNF 2020 Board Self Evaluation Compiled Results. -HANDOUT**
- 2. Review and Final Discussion on 2019-20 Grant Addendum #1.**



## Florida Early Learning Coalitions Board of Directors Self-Evaluation Form

Early Learning Coalition of: <u>North Florida</u>		Compiled: <u>FY 2019-2020</u>				
Name: <u>Answers Compiled by Rhonda Cody</u>		_____				
Printed		Signature				
Position: <input type="checkbox"/> Officer <input type="checkbox"/> Mandated Member <input type="checkbox"/> Provider Representative <input type="checkbox"/> Private Sector <input type="checkbox"/> Other						
Date: <u>August 21 2020</u>						
RATING SCORES						
5 Outstanding	4 Exceeds Expectations	3 Meets Expectations	2 Needs Improvement	1 Below Expectations		
OVERALL BOARD PERFORMANCE EVALUATION						
Individual Board Member Contributions	Appraisal Rating					Comments Required for Ratings 5 or 1
<i>As an ELC Board Member, I...</i>	5	4	3	2	1	
1. Attended at least 80% of all Board meetings during the past year, including special called meetings.	7	5	2			R. Coleman: Rating 5, 100% attendance. K. Gammon: Rating 5, 100% attendance. J. Johns: Rating 5, 100% attendance. M. Jonihakis: Rating 5, 100% attendance. T. Matheny: Rating 5, I attend them all. A. Simpson-Gotham: Rating 5, Attended all meetings. P. Tauch: Rating 5, Since I have been a member, I have been to all.
2. Carefully review all background materials prior to Board and committee meetings.	3	8	3			R. Coleman: Rating 5, Review all materials forwarded. T. Matheny: Rating 5, Review all prior to meeting. P. Tauch: Rating 5, Emails provided all materials before meetings.
3. Have developed a thorough understanding of the ELC by-laws and Board policies.	2	9	3			R. Coleman: Rating 5, Very familiar with bylaws and policies. R. Williams: Rating 5, no comment.
4. Offer constructive suggestions, comments, and feedback during all Board discussions.	2	9	3			R. Coleman: Rating 5, When applicable and relevant. P. Tauch: Rating 5, As a member, I feel it is my responsibility to engage in the conversation!
5. Respect the right of other Board members to disagree and to have sufficient time to express their thoughts.	6	7	1			R. Coleman: Rating 5, Unequivocally! M. Jonihakis: Rating 5, All meetings are conducted respectfully. T. Matheny: Rating 5, I try to do this as do all other members. A. Simpson-Gotham: Rating 5, I respect the opinions of all board members. P. Tauch: Rating 5, All board members have the children as their primary focus. R. Williams: Rating 5, no comment.
6. Serve as an ambassador for the ELC during community events and contacts (e.g., opening of a child care center, meetings of community agencies), and maintain the highest standards for professional behavior when doing so.	3	7	2	2		R. Coleman: Rating 5, Always! K. Gammon: Rating 2, Have not attended a community event yet. M. Jonihakis: Rating 2, no comment. T. Matheny: Rating 5, Represent ELC with match funders and events. A. Simpson-Gotham: Rating 5, Read Aloud and United Way Community Impact-Participated in 2 events as well as Womens United events.

<i>As an ELC Board Member, I...</i>	5	4	3	2	1	
7. Help to recruit new private sector members as needed.	2	1	7	4		M. Allen: Rating 2, no comment. R. Coleman: Rating 5, when and if needed. K. Gammon: Rating 2, no comment. M. Hill: Rating 2, no comment. B. McElhone: Rating 2, no comment. P. Tauch: Rating 5, I would be glad to assist as needed.
<b>TOTAL INDIVIDUAL CONTRIBUTIONS:</b>	25	46	21	3		
<b>ELC Board Operational Responsibilities</b>	<b>Appraisal Rating</b>					<b>Comments Required for Ratings 5 or 1</b>
<b>Our ELC Board...</b>	5	4	3	2	1	
8. Provides input into the development and revision of ELC policies as needed, and approves those policies.	3	9	2			R. Coleman; Rating 5, Always staying abreast of needed revisions. P. Tauch Rating 5, emails help to prepare for the content to be covered in the meeting. R. Williams: Rating 5, policy review information is a part of our board meetings.
9. Assures the long-term progress of the Coalition by carefully monitoring program reports at each Board meeting.	3	9	2			R. Coleman: Rating 5, each program report is monitored as presented. P. Tauch: Rating 5, Emails also provide a reference to the procedures and obligations to be met. R. Williams: Rating 5, Thorough review conducted at each meeting.
10. Assures the financial integrity of the organization by exercising responsible stewardship through the careful scrutiny of fiscal reports at each Board meeting.	2	9	3			R. Coleman: Rating 5, Yes, in keeping with fiscal management responsibilities so yes always! P. Tauch: Rating 5, Very thorough.
11. Uses the talents of Board members and interested citizens through committees, which meet regularly and provide information and recommendations to the Board on key issues.	2	9	3			R. Coleman: Rating 5, Yes, especially useful for Executive Committee. P. Tauch: Rating 5, Everyone seems to be talented in their area.
12. Is provided sufficient notice of all Board and Committee meetings.	8	4	2			M. Allen: Rating 5, The agenda is provided before the meeting and the schedule is provide a year in advance. R. Coleman: Rating 5, Always!! M. Jonihakis; Rating 5, Very organized. T. Matheny: Rating 5, Yes, all meetings are noticed well in advance. B. McElhone: Rating 5, ELCNF does a great job communicating with board members. A. Simpson-Gotham: Rating 5, The ELC staff provides great communication to board members. P. Tauch: Rating 5, Emails are very helpful. R. Williams: Rating 5, Excellent communication and followup.
13. Is provided briefing and other materials prior to the Board meeting, with sufficient time for members to review and be prepared for the meeting.	6	6	2			R. Coleman: Rating 5, Without exception. M. Jonihakis: Rating 5, Very detailed. B. McElhone: Rating 5, Thank you Rhonda. A. Simpson-Gotham: Rating 5, I always feel informed as a board member. Agendas are very timely. P. Tauch: Rating 5, All Board meetings attended had information emailed beforehand. R. Williams: Rating 5, Sufficient time given for reviews.
14. Has had a quorum at all Board meetings during the past year.	9	4	1			M. Allen; Rating 5, We have met quorum at all meetings. R. Coleman: Rating 5, Yay! J. Johns: Rating 5, since selected to participate. M. Jonihakis: Rating 5, even with COVID! T. Matheny: Rating 5, Yes! B. McElhone: Rating 5, ELC does a

						great job notifying board members if quorum is met or needed. <b>A. Simpson-Gotham:</b> Rating 5, Quorum met at all meetings. <b>K. Simpkins:</b> Rating 5, Board has had quorum at all meetings. <b>P. Tauch;</b> Rating 5, met quorum all year!
<b>Our ELC Board...</b>	5	4	3	2	1	
15. Has positive and informational interactions with the ELC CEO and staff.	7	7				<b>R. Coleman:</b> Rating 5, What a wonderful blessing! <b>K. Gammon:</b> Rating 5, no comment. <b>T. Matheny:</b> Rating 5, Board is always interested and professional. <b>B. McElhone:</b> Rating 5, Our meetings are informative with positive collaboration. <b>A. Simpson-Gotham:</b> Rating 5, ELC Staff is always friendly, organized and dedicated! <b>P. Tauch:</b> Rating 5, CEO and staff are very professional. <b>R. Williams:</b> Rating 5, Open lines of communication.
16. Has evaluated the CEO during the past year, through a collaborative process that involves Board members and the CEO.	4	9	1			<b>R. Coleman;</b> Rating 5, Annual evaluation conducted annually. <b>A. Simpson-Gotham:</b> Rating 5, Comprehensive, collaborative evaluation completed annually. <b>K. Simpkins;</b> Rating 5, Yes, evaluations are completed annually. <b>R. Williams:</b> Rating 5, Coordinated with board member for CEO evaluation.
17. Has evaluated our Board's performance during the past year, and has used the results to strengthen Board operations.	4	8	2			<b>R. Coleman:</b> Rating 5, Yes, timely review. <b>K. Simpkins:</b> Rating 5, Yes. <b>A. Simpson-Gotham:</b> Rating 5, Board evaluated yearly. <b>P. Tauch:</b> Rating 5, This is consistent at all meetings.
18. Has developed and uses a Code of Conduct that reflects our collective values, and describes our conduct both during Board/Committee meetings, as well as in the community when members are representing the Board.	3	10	1			<b>R. Coleman:</b> Rating 5, Code of Conduct explicitly delineates conduct expected of members. <b>P. Tauch:</b> Rating 5, Meetings are orderly and held very professionally. <b>R. Williams:</b> Rating 5, Professional operation.
<b>TOTAL BOARD OPERATIONAL RESPONSIBILITIES:</b>	51	94	19			
<b>ELC Board General Responsibilities</b>	<b>Appraisal Rating</b>					<b>Comments Required for Ratings 5 or 1</b>
<b>Our ELC Board...</b>	5	4	3	2	1	
19. Ensures that the ELC adheres to all applicable federal, state, and local laws, and is accountable to the public and to the State of Florida for all organizational actions, and assures that business is conducted in the spirit of transparency, as required by Florida's Sunshine Laws.	5	7	2			<b>R. Coleman:</b> Rating 5, Always! <b>K. Simpkins:</b> Rating 5, Adheres to all laws. <b>A. Simpson-Gotham:</b> Rating 5, The board is very transparent. <b>P. Tauch:</b> Rating 5, Notifications are sent as needed. <b>R. Williams:</b> Rating 5, No comment.
20. Ensures that services are procured through an open, fair, and robust competitive process.	6	7	1			<b>R. Coleman</b> Rating 5, Always! <b>J. Johns:</b> Rating 5, no comment. <b>M. Jonihakis:</b> Rating 5, no comment. <b>T. Matheny:</b> Rating 5, Yes, the ELC works very hard to ensure this takes place. <b>A. Simpson-Gotham:</b> Rating 5, Board is very good about doing due diligence. <b>P. Tauch:</b> Rating 5, Information is available through various outlets to allow for fairness.
21. Preserves and nurtures a number of external and internal relationships to	2	10	2			<b>R. Coleman:</b> Rating 5, Board members, CEO and staff all work together to ensure accomplishments are

ensure the accomplishment of the ELC's mission and outcomes.						well done. <b>P. Tauch:</b> Rating 5, Various training and conferences allows the nurturing of positive relationships in our community.
22. Demonstrates accountability by establishing standards to measure both organizational and Board performance. It monitors its performance regularly to ensure compliance.	4	9	1			<b>R. Coleman:</b> Rating 5, Yes, demonstrates accountability and regularly monitors performance. <b>M. Jonihakis:</b> Rating 5, no comment. <b>A. Simpson-Gotham:</b> Rating 5, Board does regular evaluations. <b>P. Tauch:</b> Rating 5, Rules and procedures are available as needed.
<b>Our ELC Board...</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	
23. Utilizes a strong Board governance model to ensure that decisions are made without real or perceived conflicts of interest on the part of any Board member.	6	7	1			<b>R. Coleman:</b> Rating 5, Board members are always reminded to be attentive to potential COI and to submit required paperwork if needed. <b>M. Jonihakis:</b> Rating 5, no comment. <b>T. Matheny:</b> Governance has been a strength of this ELC under the guidance of the CEO and the Grants and Operations Manager. <b>A. Simpson-Gotham:</b> Rating 5, Board members always disclose any conflicts of interest. <b>P. Tauch:</b> Rating 5, Recusals are given to keep conflicts of interest from interfering. <b>R. Williams:</b> Rating 5, Excellent processes to avoid any possible conflict.
<b>TOTAL BOARD GENERAL RESPONSIBILITIES:</b>	23	40	7			
<b>OVERALL BOARD PERFORMANCE EVALUATION TOTAL:</b>	99	180	47	6		4.25 OVERALL RATING

**Overall Board Comments:** There were no overall Board Comments. The biggest area of opportunity and for discussion continues to focus on the performance of the Board Members to assist in recruiting new private sector members as needed. This will be discussed at the September Board meeting and an action plan to address. Total number of Board Members who completed the self evaluation was fourteen the final overall rating on a scale of 1=Below Expectations to 5=Outstanding was 4.25=Exceeds Expectations.

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

### **B. Finance Manager's Report**

## **Early Learning Coalition of North Florida**

**Finance Manager's Report**

**Board Meeting**

**Sep 9, 2020**

### Desk Reviews and Audits

We should receive the request for our next desk review on October 1. OEL has scheduled our on-site monitoring for the week of November 30, 2020. Our independent audit has not yet been scheduled but will probably occur in the month of October.

### Q4 Financial Statements (see attachment)

Attached is the Q4 financial statements for FY 2019-20. We received a \$15,000 grant from Clay Foundation for FY19-20. This grant runs from Oct 1 – Sep 30 and as of June 30 the funds were not yet completely used. The Coalition's year to date expenditures are less than budget.

The CARES Grant runs through July 30, 2020, but is considered part of the FY19-20 grant year. Therefore, revenue and expenses for this grant are included on these financial statements.

### Targets and Restrictions

The coalition is currently in alignment with the grant required targets and restrictions.

*Susan Pettijohn and Chris Spell*

## Early Learning Coalition of North Florida

**DRAFT**

### Statement of Revenue and Expense

As of June 30, 2020

	2019-2020 Annual Budget	Q4 2019-20 YTD Actual	Over (Under)
<b>2019-20 Notice of Awards</b>			
School Readiness (SR)	\$ 18,278,285	\$ 19,065,500	\$ 787,215
CARES	0	3,171,983	
OAMI	23,485	14,275	(9,210)
PDG Services	132,424	102,994	(29,430)
Voluntary PreKindergarten (VPK)	14,878,087	14,149,724	(728,363)
<b>Total Notice of Award</b>	<b>\$ 33,312,281</b>	<b>\$ 36,504,477</b>	<b>\$ 20,213</b>
<b>Subrecipient Expense</b>			
School Readiness (SR)	17,298,637	18,200,870	902,233
OAMI	23,485	14,275	(9,210)
CARES	0	3,171,983	
PDG Services	132,424	102,994	(29,430)
Voluntary PreKindergarten (VPK)	14,820,864	14,129,696	(691,168)
<b>Total Subrecipient Expense</b>	<b>\$ 32,275,410</b>	<b>\$ 35,619,818</b>	<b>\$ 172,425</b>
<b>Grant Funds Available to ELC of North FL</b>	<b>\$ 1,036,871</b>	<b>\$ 884,659</b>	<b>\$ (152,212)</b>
<b>Other Donations and Revenue</b>			
Interest Income	\$ 530	\$ 530	\$ -
Clay Electric Foundation	5,000	15,000	10,000
Kiwanis	1,000	750	(250)
Rotary	0	1,000	
Quality Teacher's Conference	6,500	7,904	1,404
United Way Award	0	5,000	
Miscellaneous Donations	2,750	3,394	644
<b>Total Revenues</b>	<b>\$ 1,052,651</b>	<b>\$ 918,237</b>	<b>\$ (140,415)</b>
<b>ELC of North Florida Estimated Expense</b>			
Salaries	\$ 592,000	\$ 480,192	\$ (111,808)
PR Taxes	47,576	36,172	(11,404)
Health Insurance & HSA Contributions	112,000	116,605	4,605
Pension	27,000	18,300	(8,700)
Life, Disability, and WC	9,500	12,905	3,405
Staff Development	8,000	5,008	(2,992)
Contract Services	3,000	0	(3,000)
Auditing	15,000	13,500	(1,500)
Legal	500	0	(500)
Printing & Reproduction	2,000	20	(1,980)
Repairs & Maintenance	1,075	224	(851)
Office Sites - Occupancy	47,000	42,758	(4,242)
Postage, Freight & Delivery	1,795	1,758	(37)
Rentals - Office Equipment	5,000	3,872	(1,128)
Office Supplies	9,500	7,911	(1,589)
Communications	14,700	13,919	(781)
D & O Insurance	2,800	2,277	(523)
General Liability	3,900	4,290	390
Equipment <\$1,000	3,500	0	(3,500)
Equipment >\$1,000	2,000	2,451	451
Travel - In State	3,000	2,717	(283)
Travel - Out of State	6,000	5,513	(487)
Travel - Local	6,500	4,018	(2,482)
Bank Fees	600	0	(600)
Software/Licenses/Support	11,500	7,526	(3,974)
Web Service	24,000	19,687	(4,313)
Other employee expenditures	1,000	55	(945)
ADP Fees	6,700	6,590	(110)
Dues & Subscriptions	12,000	10,745	(1,255)
Taxes, Licenses and Fees	450	75	(375)
Misc. - Other Current Charges	3,055	7,312	4,257
Quality Program	70,000	76,039	6,039
<b>Total ELC North Florida Estimated Expense</b>	<b>1,052,651</b>	<b>902,439</b>	<b>(150,212)</b>
<b>Surplus or (Loss)</b>	<b>0</b>	<b>15,798</b>	<b>9,797</b>

## Early Learning Coalition of North Florida

**DRAFT**

### Statement of Revenue and Expense

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Travel - Local	6,500	4,018	(2,482)
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Web Service	24,000	19,687	(4,313)
Other employee expenditures	1,000	55	(945)
ADP Fees	6,700	6,590	(110)
Dues & Subscriptions	12,000	10,745	(1,255)
Taxes, Licenses and Fees	450	75	(375)
Misc. - Other Current Charges	3,055	7,312	4,257
Quality Program	70,000	76,039	6,039
<b>Total ELC North Florida Estimated Expense</b>	<b>1,052,651</b>	<b>902,439</b>	<b>(150,212)</b>
<b>Surplus or (Loss)</b>	<b>0</b>	<b>15,798</b>	<b>9,797</b>



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

### **C. 4th Quarter Program Update**



2450 Old Moultrie Road, Suite 103  
St. Augustine, FL 32086  
904-342-2267  
www.elcnorthflorida.org

## MEMORANDUM

To: All Board Members  
From: Tajaro Dixon, Grants and Operations Manager  
Date: August 3, 2020  
Subject: 2019/2020 Fourth Quarter Program Update and Quality Assurance Activities

### *Coalition Activities:*

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- The 2020/2021 Coalition's Anti-Fraud Plan was submitted to OEL's Office of Inspector General May 6, 2020.
- Through negotiations, the Coalition and OEL were able to agree on the 19/20 Grant Agreement Addendums #1 and #2 that were in reference to the 18/19 reconciliations necessary because of EFS MOD malfunctions.
- The Episcopal Children's Services contract renewal was completed (with new guidance from OEL) during/ following the June 2020 board meeting for 2020/2021 with no issues.
- COVID-19 emergency funding grant awards were received from OEL June 29, 2020 and the 19/20 ECS Contract Amendment #4 was approved during the emergency board meeting June 30, 2020 (for ECS to receive these funds.)
- OEL Grant Agreements were completed and approved in time for July 1<sup>st</sup> funding.
- Staff (and Episcopal Children's Services) continue to immediately process all COVID-19 documents/guidance from OEL and government agencies for immediate action.

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

The 2019/2020 Third Quarter Monitoring was scheduled for May 18 - 28, 2020. However, DOE/OEL released "DOE Order No. 2020-EO-02 Waivers: Wave 2 – Highlights May 13, 2020" that stated through June 30, 2020 Coalitions NOT administer sub-recipient contract monitoring, so this monitoring was canceled. However, the Coalition decided to reduce and combine the third with the fourth quarter monitoring to comply with Grant Agreement requirements (sub-recipient monitoring take place at least quarterly).

The 2019/2020 Third and Fourth Quarters (COMBINED) Monitoring is scheduled for August 17 – 28, 2020. This monitoring will take place remotely and include; Data Security Updates, VPK Provider Review, Child Care Resource and Referral, School Age Care, Preschool Development Grant, Childcare Provider Monitoring, Fiscal non-direct costs review, and the Fiscal Year-end Overview.

\*"EFS MOD" is the name of the Office of Early Learning/State of Florida database as of 2018/2019.

*ALL full reports are available upon request.*



A United Way Agency Funded by the State of Florida



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

### **D. 4th Quarter Early Literacy Report**

**Early Literacy Outreach Report 4<sup>th</sup> Quarter 2020**  
**Presented by Joan Whitson**

**Highlights:**

**Meet the Masters:** During April, May and June we spent time putting our Meet the Master's program into digital video format. We worked with Dan Bagan Photography studio to film seven different lessons. Each lesson includes a video of an artist talking about himself or herself, reading a book and showing their artwork. There is also a video of an art activity demonstration and a video of music extensions that can be added to the lesson. There are several goals for this project. The first goal is to provide this program to providers without us having to be there in person. Secondly, when we do go and put on a program we will provide and demonstrate one of the lessons and be able to leave them with the materials to do the other six lessons on their own. Providers will be able to request the program and receive a kit with all the teaching materials, flash drive with videos and art supplies for all 7 lessons. The program binder and videos will be put on our ELCNF private U-tube page so all providers can access this program on their own anytime. ELC volunteers played the artists roles and did a fantastic job.

**ELC Videos:** When COVID hit the ELC outreach team took up making videos, which were posted on our ELCNF U-tube page and then shared by ECS with all of our providers and parents. 40 videos have been created since March all centered on learning and activity ideas for kids or they were book videos. A series of Gerald and Piggy book videos was launched by volunteer Erika Bauserman and outreach manager Joan Whitson. Outreach assistant Susan Murphy created Susan's spotlight, which highlights themes and books to go with them. We started to make videos to communicate with our volunteers as well. Making videos will continue now as part of our outreach programming because it has been so successful.

**ELC Volunteers:** Even during COVID when volunteers are not being able to go to their schools to read many of them have been creatively still keeping in touch with their children. Volunteers have put on costumes and from their phone read and acted out stories outside of the classroom window. One volunteer weekly delivered craft supplies for activities so the kids could still take part in her special projects. Other volunteers made their debut in our Meet the Master's program and other videos. Some made videos of themselves reading and sent it to their classroom teacher who then shared with the class.

**Reinhold Foundation Grant:** In April the ELCNF was granted a \$1,000 grant from the Reinhold Foundation of Clay County. This is the fourth year of receiving this grant to support our early literacy programs.

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

### **A. Approval of Episcopal Children's Services 2020/2021 Contract Amendment #0001-20\***

**\*ACTION ITEM**

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Episcopal Children’s Services 2020/2021 Contract Amendment #0001-20:
<b>Reason for Recommended Action</b>	<p><u>Revisions:</u></p> <p>A. Items #1, 2 and 6 were to update the <u>School Readiness</u> budgeted amounts, as well as the “<u>Additional School Readiness-Related Programs</u>” budgeted amounts per the August 21, 2020 Notice of Award.</p> <p>B. Item #2, under “<u>Additional School Readiness-Related Programs and Funding</u>” was to:</p> <ul style="list-style-type: none"> <li>• Add the “Coronavirus Aid, Relief, and Economic Security (C.A.R.E.S.) Act” program and financial information.</li> <li>• Remove the one “Early Learning Florida” contract that has expired.</li> <li>• Update the “School Readiness Program Assessment” project section.</li> <li>• Update the “Preschool Development Grant Services” project section.</li> </ul> <p>C. Items #3, 4, 5 and 7 were to update the <u>Voluntary Pre-Kindergarten and VPK Outreach and Awareness</u> budgeted amounts per the August 21, 2020 Notices of Awards.</p> <p><b><u>If this is not done, the following would occur:</u></b></p> <p>A. ECS’s contract would not have the correct budgeted amounts for the School Readiness program, nor the Additional School Readiness-Related Programs.</p> <p>B. ECS’s contract section, “Additional School Readiness-Related Programs and Funding” would not be up to date nor accurate.</p> <p>C. ECS’s contract would not have the correct budgeted amounts for the VPK program.</p>
<b>How the Action will be accomplished</b>	Approval of ECS 2020/2021 amendment #0001-20, and party signatures.

**Amendment 0001-20 to Primary Services Contract  
Episcopal Children’s Services**

THIS AMENDMENT, entered into between the Early Learning Coalition of North Florida, Inc. hereinafter referred to as the Coalition, and Episcopal Children’s Services, hereinafter referred to as the Contractor, amends the 2019-20 primary services contract as follows:

Item #	Page #	Headings and Text
1	9	<p><b>C. <u>RESOURCE MANAGEMENT</u> (SR)</b></p> <p>Pursuant to the Request for Proposal and the Contractor’s signed response, and the fact that this contract is <b>upon a cost-reimbursement method of payment</b>, the CONTRACTOR shall be fiscally responsible pursuant to the following:</p> <p><b>1. BUDGET SURPLUS/DEFICIT:</b> The Contractor shall serve no fewer than <b>3,800</b> children with the <b>slot dollars</b> provided under this contract, unless the available School Readiness grant funding would not financially provide for all <b>3,800 slots</b>. Regardless of the total amount of funding for slots, the Contractor will ensure no less than <b>78%</b> of School Readiness grant funds will be used for slot funding. The 78% calculation includes direct services, applicable Gold Seal OCA expenditures, and performance-based payment differentials to providers up to the provider’s private pay rate, as defined in the most recent version of the OEL Standard Codes document, and local match. The slot funding will be expended within 1.5% under and 0% over the contracted budget amount, with the understanding the goal is to use 0.75% under. The Contractor further agrees reimbursements under this contract shall be up to, and are capped at the total budgeted amount of funding for direct child care <b>slot funding</b> which is <del>\$14,734,976</del> <b>\$14,703,964</b>. This funding is inclusive of the annual OEL School Readiness Grant Award <del>does not include</del> <b>including</b> local match funds <b>(when applicable)</b>, and is <b>based on availability of funds. If county allocations are reduced at the state level, contracts will be amended accordingly. Gold Seal payments are subject to adjustments due to budget constraints.</b> Additionally, the Contractor shall be responsible for actively soliciting and obtaining local match funds for children in School Readiness Programs to be used only for slots.</p>
2	20	<p><b>VII. Method of Payment (SR)</b></p> <p>This is a cost-reimbursement contract. The Coalition shall pay the contractor for the delivery of service provided in accordance with the terms of this contract for a <b>total dollar amount</b> up to and not to exceed <del>\$17,431,061</del> <b>\$17,448,254</b>. This funding is inclusive of the annual OEL School Readiness Grant Award which does not include local match funds, and is <b>based on availability of funds. If county allocations are reduced at the state level, contracts will</b></p>

**be amended accordingly.** Up to and no more than **\$373,411** may be allocated to administrative expenditures. Local match will be reimbursed based on funding from match raised from local grants up to the amount earned or the amount of the local grants, whichever is less.

**Additional School Readiness-Related Programs and Funding:**

The following programs' funding is **exclusive** of the annual OEL School Readiness Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the individual contracts and/or OEL Grant Agreements.

**A. C.A.R.E.S. Funding**

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law March 27th, 2020. For Florida's Early Learning Coalitions, this funding is for enrollments of children of first responders and health care workers, including provider bonuses (OEL Memorandum 2020-012), and the "Rising Kindergarten Summer Program". Per Notice of Award no more than 5% of total CARES expenditures shall be expended for administrative activities.

**Early Learning Florida**

AND, the Coalition shall pay the contractor for the delivery of service provided in accordance with the terms and conditions of **OEL's "Early Learning Florida Contracts"** [in cooperation with **The University of Florida** Board of Trustees, a public body corporate of the State of Florida for the benefit of its Lanning Center for Learning ("University")] with the Coalition.

**To support the implementation of Early Learning Florida courses for the Coalition's Child Care Providers**

(Effective dates 09/01/19 – 08/31/20) for a total dollar amount up to and not to exceed **\$12,000**.

Contractor will observe and meet the terms of OEL's Grant Agreement regarding conditions of the **2019/2020** agreement for components of **House Bill 1091**, specifically Exhibit 2, Parts B33-B.35 [definitions for Quality Improvement Plan, Quality Performance System (QPS), and Child Assessments], Part C.5.3.1 (Conducting Program Assessments and Determining SR Provider Eligibility), Part C.5.7 (Quality Improvement Plan Management), and Part C.5.8 (Child Assessment Management).

**B. School Readiness Program Assessment**

Contractor shall provide program assessments on School Readiness providers. These program assessments will be conducted in accordance with OEL Program Guidance 420.02 – Program Assessment and 250.01 – Other Cost Accumulators, and for a **total dollar amount** up to and not to exceed **\$217,598** an amount to be determined once grant award received for 2020/2021.



		<p><b>C. Preschool Development Grant Services (P.D.G.)</b>  This is a federal grant designed to fund states to conduct a comprehensive statewide birth through five needs assessment followed by in-depth strategic planning <u>to include curriculum and mental health supports</u>, while enhancing parent choice and expanding the current mixed delivery system consisting of a wide range of provider types and settings.</p> <p><del>Contractor must complete and submit a PDG Plan for Implementation of Child Assessment Best Practices to OEL for review and approval. Contractor must submit the ELC board approved PDG Plan to the Office of Early Learning no later than close of business July 31, 2019.</del></p> <p>Best practices for supporting child assessment implementation are outlined in OEL Program Guidance 420.02 Attachment C – School Readiness Child Assessment Guide. To the extent possible, each coalition's plan for supporting child assessment implementation should align to these best practices.</p> <p>To the extent possible, Contractor will complete all targets and goals of the plan. Contractor may not exceed the <u>PDG Plan following total dollar amounts: of \$132,424</u></p> <ul style="list-style-type: none"> <li>• <u>\$29,430</u> (Grant for July 1 – December 30, 2020)</li> <li>• <u>\$133,934</u> (Grant for July 1, 2020 – June 30, 2021)</li> <li>• <u>GRAND TOTAL of \$163,364</u></li> </ul>
<b>3</b>	<b>31</b>	<b>THE COALITION AGREES: (VPK)</b>
		<p><b>A. Contract Dates</b>  This contract shall begin on <b>July 1, 2020</b> or the date, on which both parties have signed the contract, whichever is later, and shall end on <b>June 30, 2021</b>. The Coalition shall not be obligated to pay for costs incurred related to this contract prior to its beginning date or after it's ending date.</p> <p><b>B. Contract Amount &amp; Availability of Funding</b>  This is a cost-reimbursement contract. The Coalition shall pay the Contractor for the delivery of service provided in accordance with the terms of this contract for a <b>total dollar amount</b> up to and not to exceed <del>\$14,878,088</del> <u>\$14,924,803</u> (less the Coalition's administrative costs portion) which shall be paid by the Coalition for the provision of services as set forth by this contract. Of this amount, no more than <b>3.6%</b> of the slot total (or <b>90%</b> of the <b>4%</b> administrative fees allowed) may be allocated to administrative expenditures earned, and subject to the availability of funds. In addition, this contract amount for Voluntary Prekindergarten services shall be further increased by an amount not to exceed <del>\$23,485</del> <u>\$16,618</u> for outreach and awareness and provider monitoring services supported by a supplemental Voluntary Prekindergarten Outreach and Awareness and Monitoring Initiative (OAMI) grant obtained by the Coalition for these purposes. The Coalition's obligation to pay under this Contract is contingent upon annual</p>

		<p>appropriation by the State of Florida Legislature. The Coalition shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an “annual appropriation” of funds to complete this project. If such funds are not appropriated or available for the contract purpose, such event will not constitute a default on the Coalition. The Coalition agrees to notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.</p>
<b>4</b>	<b>38-39</b>	<b>V. Method of Payment, A. Payments (VPK)</b>
		<p>1. This is a cost-reimbursement contract, based on actual child enrollments. The Coalition shall pay the Contractor for the delivery of services provided in accordance with the terms of this Contract for a <b>total dollar amount</b> up to and not to exceed <del>\$14,878,088</del> <b>\$14,924,803</b> (less the Coalition’s administrative costs portion). Of this amount, no more than <b>3.6%</b> of the slot total (or <b>90%</b> of the <b>4%</b> administrative fees allowed) may be allocated to administrative expenditures earned, and subject to the availability of funds. All remaining dollars will be utilized for VPK slots. All expenses including supplies, equipment, training materials, and travel costs incurred in connection with this contract are to be included in the contract price of each deliverable and will not be otherwise compensated. The Contractor shall submit reimbursement request invoices in accordance with the requirements of sections 215.42 and 215.422, F.S., and F.A.C. rule 69I-40.002 (1). When submitting reimbursement request invoices, the Contractor shall adhere to F.A.C. rule 69I-40.103 (restriction of expenditures), sections 110.1245(3) and (4) and 110.503, F.S. (awards and volunteer recognition), and section 216.345, F.S. (membership dues and licensing fees).</p> <p>5. The contract amount for VPK Services as outlined in the supplemental Voluntary Prekindergarten Outreach and Awareness and Monitoring Initiative (OAMI) grant shall not exceed <del>\$23,485</del> <b>\$16,618</b>, is contingent upon completion of the terms and conditions of the grant, and is subject to the availability of funds</p>
<b>5</b>	<b>39</b>	<b>B. Funding By Category (VPK)</b>
		<p>The Coalition agrees to pay for contracted services in an amount up to and not to exceed <del>\$14,878,088</del> <b>\$14,924,803</b> (less the Coalition’s administrative costs portion) subject to the availability of funds and provision of limitation of <b>3.6%</b> of administrative costs earned. The Coalition agrees to reimburse for VPK services, including administrative, enrollment, monitoring, and VPK slots.</p> <p>In addition, the Coalition agrees to pay for contracted services by an amount not to exceed <del>\$23,485</del> <b>\$16,618</b> for outreach and awareness and provider monitoring services supported by the supplemental Voluntary Prekindergarten Outreach and Awareness and Monitoring Initiative grant.</p>
<b>6</b>	<b>75-76</b>	<b>Attachment 9 School Readiness Budget</b>

		(Attached, Pages 6-7 show the deletions, and pages 8-9 show the additions. Pages 8-9 replaces original contract attachment and is incorporated as part of this amendment.)
<b>7</b>	<b>77</b>	<b>Attachment 10 Voluntary Prekindergarten Budget</b>
		(Attached, Page 10, replaces original contract attachment and is incorporated as part of this amendment.)
		<b>END OF AMENDMENTS</b>

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

State of Florida Notice of Award No. <b>EL430</b>	
DUNS # 130220796	
CFDA# / Name	Federal Award #
93.558 / TANF and MOE	G1901FLTANF (21.95%)
93.575 / CCDF Discretionary	G1901FLCDBD (50.54%)
93.596 / CCDF Mandatory	G1901FLCCDF (5.65%)
93.596 / CCDF Matching and MOE	G1901FLCCDM (21.79%)
93.667 / SSBG	G1901FLS0SR (0.07%)
Grand Total 100%	

Description	OCA	ECS Dollar Amounts	Coalition Dollar Amounts	Total ECS and ELC
General Administration	97BBA, 97FIR, 97LCA	\$373,411	\$522,915	\$896,326
Non-direct Services	97BBD	\$288,026		\$288,026
Systems	97SYS			
Eligibility Determination	97BDE	\$628,518		\$628,518
Quality	97Q00, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	\$651,625	\$431,733	\$1,083,358
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	\$362,017	\$25,000	\$387,017
Inclusion	97QIN	\$98,028		\$98,028
Resource & Referral	97Q14	\$294,460		\$294,460
<b>Total Non-Slots (Non-Direct)</b>		<b>\$2,696,085</b>	<b>\$979,648</b>	<b>\$3,675,733</b>
Gold Seal Payments	97GSD	\$600,000		\$600,000
Performance Funding	QPIIPD, QPICA, QPIPQ, QPICQ	\$484,181		\$484,181
SR Matching Funding		\$151,008		\$151,008
Slots		\$13,499,787		\$13,499,787
<b>Total Slots (Direct Services)</b>		<b>\$14,734,976</b>		<b>\$14,734,976</b>
<b>Grand Totals</b>		<b>\$17,431,061</b>	<b>\$979,648</b>	<b>\$18,410,709</b>

**NOA Total**

## Supplemental Contracts

(Exclusive of OEL School Readiness Grant Award Funding)

<p><b>Early Learning Florida</b> (through the University of Florida Lastinger Center)</p> <p><b>To support the implementation of Early Learning Florida courses for the Coalition's Child Care Providers</b> (Effective dates 09/01/19 – 08/31/20) for a total dollar amount up to and not to exceed <b>\$12,000</b>.</p>	<p><b>\$12,000</b></p>
<p><b>Preschool Development Grant (PDG)</b> (EL430)</p> <p>CFDA# 93.434/ESSA Preschool Development Grants Birth Through Five, Federal Award No. 90TP0004 – 100% funding</p> <p><del>Targeted Funds and Restrictions:</del></p> <p>General Administration (no more than 5%)</p> <p><del>Preschool Development Stipends</del></p> <p><b>Total Allocation</b></p>	<p><b>\$6,621</b></p> <p><b>\$16,898</b></p> <p><b>\$132,424</b></p>
<p><b>SR Program Assessment</b> (EL430)</p> <p><del>CFDA# 93.575/CCDF, Federal Award No. G1902FLCCDF – 100% funding</del></p> <p>For General Administration of CLASS Assessments (OCA - SRPAS)</p> <p><b>Total</b> (total dollar amount up to and not to exceed)</p>	<p><b>\$217,598</b></p>

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

State of Florida Notice of Award No. <u>EL431</u>	
DUNS # 130220796	
CFDA# / Name	Federal Award #
93.558 / TANF and MOE	<u>2001FLTANF (27.48%)</u>
93.575 / CCDF Discretionary	<u>G2001FLCCDD (45.45%)</u>
93.596 / CCDF Mandatory	<u>G2001FLCCDF (6.24%)</u>
93.596 / CCDF Matching and MOE	<u>G2001FLCCDM (20.74%)</u>
93.667 / SSBG	<u>G2001FLS0SR (0.07%)</u>
Grand Total 100%	

Description	OCA	ECS Dollar Amounts	Coalition Dollar Amounts	<u>Total ECS and ELC</u>
General Administration	97BBA, 97FIR, 97LCA	\$373,411	<u>\$527,915</u>	<u>\$901,326</u>
Non-direct Services	97BBD	\$288,026		\$288,026
Systems	97SYS			
Eligibility Determination	97BDE	<u>\$653,518</u>		<u>\$653,518</u>
Quality	97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	<u>\$654,625</u>	<u>\$456,733</u>	<u>\$1,111,358</u>
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	\$362,017	\$25,000	\$387,017
Inclusion	97QIN	\$98,028		\$98,028
Resource & Referral	97Q14	<u>\$314,665</u>		<u>\$314,665</u>
<b>Total Non-Slots (Non-Direct)</b>		<b><u>\$2,744,290</u></b>	<b><u>\$1,009,648</u></b>	<b><u>\$3,753,938</u></b>
Gold Seal Payments	97GSD	\$600,000		\$600,000
Performance Funding	QPIIPD,QPICA, QPIPQ, QPICQ	<u>\$536,373</u>		<u>\$536,373</u>
SR Matching Funding		<u>\$146,009</u>		<u>\$146,009</u>
Slots		<u>\$13,421,582</u>		<u>\$13,421,582</u>
<b>Total Slots (Direct Services)</b>		<b><u>\$14,703,964</u></b>		<b><u>\$14,703,964</u></b>
<b>Grand Totals</b>		<b><u>\$17,448,254</u></b>	<b><u>\$1,009,648</u></b>	<b><u>\$18,457,902</u></b>

**NOA Total**

## Supplemental Contracts

(Exclusive of OEL School Readiness Grant Award Funding)

<p><b><u>A. C.A.R.E.S. (Coronavirus Aid, Relief, and Economic Security Act) Funding</u></b></p> <p><u>CFDA# 93.575/Child Care Development Fund (CCDF)</u></p> <p><u>Federal Award No. 2001FLCCC3 – 100% funding</u></p> <p style="padding-left: 20px;"><u>General Administration (no more than 5%)</u></p> <p style="padding-left: 20px;"><u>Rising Kindergarten Summer Program</u></p> <p style="padding-left: 20px;"><u>Provider Grants and Bonuses, First Responders Direct Payments</u></p> <p><b><u>Total</u></b></p>	<p></p> <p></p> <p></p> <p style="text-align: right;"><u>\$241,534</u></p> <p style="text-align: right;"><u>\$527,440</u></p> <p style="text-align: right;"><u>\$4,061,704</u></p> <p style="text-align: right;"><b><u>\$4,830,678</u></b></p>
<p><b><u>B. Preschool Development Grant (PDG) (EL431)</u></b></p> <p>CFDA# 93.434/ESSA Preschool Development Grants Birth Through Five, Federal Award Nos.</p> <p><u>Prior Year Carry Forward (19/20): (July 1 – December 30, 2020)</u></p> <p>90TP0004–<u>100%</u> funding</p> <p style="padding-left: 20px;">General Administration (no more than 5%)</p> <p style="padding-left: 20px;"><u>Best Practices for Child Assessments</u></p> <p style="padding-left: 20px;"><u>Total</u></p> <p><u>Current Year (PDG-R): (July 1, 2020 – June 30, 2021)</u></p> <p><u>90TP0068-01-00 – 100% funding</u></p> <p style="padding-left: 20px;">General Administration (no more than 5%)</p> <p style="padding-left: 20px;"><u>Curricula Implementation</u></p> <p style="padding-left: 20px;"><u>Mental Health Supports</u></p> <p style="padding-left: 20px;"><u>Total</u></p> <p><b><u>GRAND TOTAL</u></b></p>	<p></p> <p></p> <p></p> <p style="text-align: right;"><u>\$ 1,472</u></p> <p style="text-align: right;"><u>27,958</u></p> <p style="text-align: right;"><b><u>\$29,430</u></b></p> <p></p> <p></p> <p></p> <p style="text-align: right;"><u>\$ 6,697</u></p> <p style="text-align: right;"><u>62,787</u></p> <p style="text-align: right;"><u>64,450</u></p> <p style="text-align: right;"><b><u>\$133,934</u></b></p> <p style="text-align: right;"><b><u>\$163,364</u></b></p>
<p><b><u>C. SR Program Assessment</u></b></p> <p>For General Administration of CLASS Assessments (OCA - SRPAS)</p> <p><b>Total</b> (total dollar amount up to and not to exceed)</p>	<p><u>Amount to be determined once grant award received for 2020/2021</u></p>

**ATTACHMENT 10**  
**VOLUNTARY PREKINDERGARTEN BUDGET**  
**Episcopal Children's Services and**  
**The Early Learning Coalition of North Florida**  
**VPK Budget**  
**DUNS # 130220796**

State of Florida Notice of Award No. <del>EL430</del> <u>EL431</u> /CFSA#48.108 (100%)		
Description	OCA	Amount
VPK Administration	VPADM	\$252,771
VPK Enrollment	VPENR	<del>239,268</del> <u>240,886</u>
VPK Monitoring	VPMON	22,971
<b>Total ECS Administrative Costs</b> (up to 3.6% of slots earned)		<del>\$515,011</del> <u>\$516,628</u>
<i>Coalition Administrative Costs</i> (up to 0.4% of slots earned)		<del>\$57,223</del> <u>\$57,403</u>
<b>Total Non-Slots</b> (ECS + Coalition) (4% of slots earned)		<del>\$572,234</del> <u>\$574,031</u>
Direct Services - Slots		<del>\$14,305,854</del> <u>\$14,350,772</u>
<b>Grand Total</b>		<del>\$14,878,088</del> <u>\$14,924,803</u>

**Supplemental VPK Outreach and Awareness and Monitoring**  
**Initiative Grant (VPK OAMI)**

NOTICE OF AWARD No. <del>OA430</del> <u>OA431</u> / CFSA#48.108 (100%)	
	<del>\$23,485</del>
<b>Total</b> (for VPK outreach/awareness, and monitoring)	<del>\$16,618</del>



THIS AMENDMENT shall begin on September 9, 2020, or the date, on which the amendment has been signed by both parties, whichever is later.

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

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

This amendment is hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this 11 page amendment to be executed by their officials thereunto duly authorized.

**EARLY LEARNING COALITION OF  
NORTH FLORIDA**

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

NAME \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

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

### **B. Approval of ELCNF 2020-21 Second Preliminary Budget\***

**\*ACTION ITEM**

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of revisions to the 2020-2021 budget for Early Learning Coalition of North Florida.
<b>Reason for Recommended Action</b>	<p>On September 2, 2020, Office of Early Learning sent a revision to the Notice of Award for the 2020-2021 Grant Year. The revision added PDG services revenue, CARES revenue, and changed SR and VPK allocations.</p> <p>This budget revision adds the additional award amount to projected revenue for the for those programs and applies all of those funds to the projection for Direct Services provided by Episcopal Children Services.</p> <p>Additionally expenses were added to Quality to reflect the costs of the annual Teacher Conference and costs incurred that will be reimbursed by the Clay Foundation Grant.</p> <p>If not approved, we will not have a budget that reconciles to the Notice of Award.</p>
<b>How the Action will be accomplished</b>	Board Approval and submission to OEL.

# Early Learning Coalition of North Florida

## Preliminary Budget

FY 2020-2021

As of September 1, 2020

	2019-2020	07.01.2020	09.01.2020
	Annual Budget	2020-2021	2020-2021
<b>Notice of Awards</b>			
School Readiness (SR)	\$ 18,278,285	\$ 18,278,285	\$ 18,457,902
OAMI	23,485	23,485	16,618
PDG Services	132,424	132,424	163,364
CARES	0	0	4,830,678
Voluntary PreKindergarten (VPK)	14,878,087	14,878,087	14,924,803
<b>Total Notice of Award</b>	<b>\$ 33,312,281</b>	<b>\$ 33,312,281</b>	<b>\$ 38,393,365</b>
<b>Subrecipient Expense</b>			
School Readiness (SR)	17,298,637	17,298,637	17,448,254
OAMI	23,485	23,485	16,618
PDG Services	132,424	132,424	163,364
CARES	0	0	4,830,678
Voluntary PreKindergarten (VPK)	14,820,864	14,820,864	14,867,400
<b>Total Subrecipient Expense</b>	<b>\$ 32,275,410</b>	<b>\$ 32,275,410</b>	<b>\$ 37,326,314</b>
<b>Grant Funds Available to ELC of North FL</b>	<b>\$ 1,036,871</b>	<b>\$ 1,036,871</b>	<b>\$ 1,067,051</b>
<b>Other Donations and Revenue</b>			
Interest Income	\$ 530	\$ 530	\$ 530
Clay Electric Foundation	5,000	15,000	15,000
Kiwanis	1,000	750	750
Reinhold	750	750	750
Quality Teacher's Conference	6,500	6,500	6,500
Miscellaneous Donations	2,000	2,000	2,000
<b>Total Revenues</b>	<b>\$ 1,052,651</b>	<b>\$ 1,062,401</b>	<b>\$ 1,092,581</b>
<b>ELC of North Florida Estimated Expense</b>			
Salaries	\$ 592,000	\$ 569,401	\$ 579,868
PR Taxes	47,576	47,000	47,363
Health Insurance & HSA Contributions	112,000	121,000	121,000
Pension	27,000	27,000	27,000
Life, Disability, and WC	9,500	15,000	15,000
Staff Development	8,000	8,500	8,500
Contract Services	3,000	3,000	3,000
Auditing	15,000	15,000	15,000
Legal	500	500	500
Printing & Reproduction	2,000	2,000	2,000
Repairs & Maintenance	1,075	1,000	1,000
Office Sites - Occupancy	47,000	50,000	50,000
Postage, Freight & Delivery	1,795	2,000	2,000
Rentals - Office Equipment	5,000	5,000	5,000
Office Supplies	9,500	10,000	10,000
Communications	14,700	15,000	15,000
D & O Insurance	2,800	2,800	2,800
General Liability	3,900	4,500	4,500
Equipment <\$1,000	3,500	2,500	3,500
Equipment >\$1,000	2,000	2,000	2,000
Travel - In State	3,000	3,500	3,500
Travel - Out of State	6,000	6,500	6,500
Travel - Local	6,500	7,000	7,000
Bank Fees	600	600	600
Software/Licenses/Support	11,500	13,000	14,000
Web Service	24,000	26,000	26,000
Other employee expenditures	1,000	2,000	2,000
ADP Fees	6,700	6,900	7,500
Dues & Subscriptions	12,000	14,000	14,000
Taxes, Licenses and Fees	450	450	450
Misc. - Other Current Charges	3,055	4,250	4,250
Quality Program	70,000	75,000	91,750
<b>Total ELC North Florida Estimated Expense</b>	<b>1,052,651</b>	<b>1,062,401</b>	<b>1,092,581</b>
<b>Surplus or (Loss)</b>	<b>0</b>	<b>0</b>	<b>0</b>

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

### **C. Retro Approval of Compass MSP IT Contract Renewal Effective September 1, 2020\***

**\*ACTION ITEM**

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Retro Approval of Compass MSP IT Contract Renewal Effective September 1, 2020
<b>Reason for Recommended Action</b>	<p>To approve the 3 Year renewal contract ( September 1, 2020-September 1, 2023)for services with our current IT services company, Compass MSP. The renewal contract has:</p> <ul style="list-style-type: none"> <li>• Full time Managed user services with unlimited remote and onsite support.</li> <li>• Network, Server, Workstation &amp; Asset Management with 24/7 x 365 Monitoring and Management.</li> <li>• Managed Anti-Virus and Firewall with Advanced Gateway Security Suite Software for all offices.</li> <li>• Microsoft Office 365 (Business Premium Plan for non-profits)</li> <li>• Barracuda Complete Email Protection and Backup</li> <li>• Online Training Portal Access, includes all Microsoft Software training.</li> <li>• Monthly fee schedule of \$1,232.50</li> </ul> <p>This contract is not to exceed \$25,000 annually without written permission.</p> <p><b><u>If this is not done, the following would occur:</u></b></p> <ul style="list-style-type: none"> <li>• The Coalition would have to look to another IT company to provide its services.</li> </ul>
<b>How the Action will be accomplished</b>	Board Approval.



We have prepared a quote for you

**3 Year AutoPilot Managed IT Services Agreement**

QUOTE #JAX-1000944 V1

PREPARED FOR

Early Learning Coalition of North Florida, Inc.

PREPARED BY

James Abbott



[www.compassmsp.com](http://www.compassmsp.com)



Tuesday, August 25, 2020

Early Learning Coalition of North Florida, Inc.  
Dawn Bell  
2450 Old Moultrie Rd  
Suite 103  
St Augustine, FL 32086  
dbell@elcnorthflorida.org

Dear Dawn,  
CompassMSP, LLC.  
100 N. Laura St. Ste 601  
Jacksonville, FL 32202

Hello Dawn and Team.

CompassMSP is pleased to present this contract for three more years of partnership and service to the Early Learning Coalition of North Florida.

We've added some new services into the offerings that are represented in this contract, and bundled them all into one easy and transparent per user price. It should be noted that the server cost is also included in this user price. Long gone are the days where extra server resources require extra charges. If your server requires more resources over the next three years, it is covered!

Additionally, you'll note that there is the addition of coverage under CompassMSP's cybersecurity insurance for being in our cloud, as part of the Autopilot contract.

You may also notice that there is a training portal being set up for all of your users to access online training in the latest software, including the Microsoft Office Suite. Currently this portal is being managed by our New Jersey region, and I will have more info to pass along soon.

We are also adding a new lead engineer to the staff that will be able to work inside your organizational information. Here is the list of employees that have already gone through the background checks required to work within your information on the servers. Compass will provide these records of the background check and will not allow employees that are not authorized to work on the existing environment to interact with ELC of NFL. Compass will not allow subcontractors to work on ELC of NFL systems. Here are the current authorized employees:

Kevin North - recently promoted from Service Desk to Engineer!  
Frank Dlouhy - dedicated, experienced, and making clients happy for seven years  
Josh Bussell - recently promoted to Lead Engineer!  
Paul Brietenbach - Chief Technology Officer for Compass Corporate  
Chris Williams - Lead Engineer for Corporate Central Team  
Thomas Eanes - Will be added Mid-July when testing resumes at ELC of Duval. Thomas is a Lead Engineer and Project Team Lead

Additionally, we'll continue to cover the review and make recommendations for ongoing annual IT securities audits, as required by your review board.

Other items addressed;

On MSA #4 - Terms and Termination of Statement of work:

This contract is for a term of three (3) years. If the organization is able to move forward with an autorenewal at the end of the period and chooses to retain CompassMSP, LLCs services, then that is an option in an autorenewal period, however it is not a requirement for either party.

In "Summary of Excluded Services" there is an addendum to the line item that specifies this entire document as a "Statement of Work" and makes the provision that the current network items are covered under our management and not be considered as exclusion: "Note: All current IT environment is covered. An additional document can be provided with a "snapshot" of the network and peripheral systems." An additional listing of current environment to be added to the contract proposal.

Regarding the MSA wording for 1. Services (b) Staffing, Compass recognizes that there are only the employees listed above that may work inside any of your environment that contains details of your organization and your clients. We will not allow access to anyone who has not been through the full vetting process maintained by the Early Learning Coalition. and;





(c) Changes to Statement of Work: The wording here is meant to clarify that Compass reserves the right to change the software and security services that are part of the scope that we provide to give more security and depth to the services that our clients receive without providing client notification. Our clients will never receive less than the level currently provided.

(d) Client Liaison: CompassMSP will not plan or allow subcontractors access to Early Learning Coalition's data or network environment unless Early Learning Coalition has pre-approved the subcontractor to perform the work required, such as a print vendor.

10. General Provisions.

(c) Entire Agreement: CompassMSP, LLC. recognizes the Assurances document attached to this contract on behalf of Early Learning Coalition, as part of this agreed-upon contract for services.

If you have any questions, please don't hesitate to ask.

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

A handwritten signature in blue ink, appearing to read "J. M. Abbott", written over a horizontal line.

James M. Abbott  
vCIO  
CompassMSP  
jabbott@compassmsp.com  
904-777-0087

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

A handwritten signature in blue ink, appearing to read "Dawn Bell", written over a horizontal line.

Dawn Bell  
Chief Executive Officer  
Early Learning Coalition of North Florida  
dbell@elcnorthflorida.org  
904-342-2267

A small, handwritten signature in blue ink, appearing to read "J. M. Abbott", written over a horizontal line.

James Abbott

CompassMSP (JAX)


**STATEMENT OF WORK - Autopilot TotalCare**

Client:	Early Learning Coalition of North Florida, Inc.	Contact Name:	Dawn Bell
Address:	2450 Old Moultrie Rd , Suite 103 St Augustine, FL 32086	Contact Email:	dbell@elcnorthflorida.org
Effective Date:	September 01, 2020	Contact Phone:	(904) 342-2267

This SOW is governed by the terms and conditions of that certain Master Services Agreement (as amended, supplemented or modified from time to time and available at <https://compassmsp.com/master-service-agreement>, the "Agreement"), effective as of , September 01, 2020, by and between ("Client"), and CompassMSP, LLC ("Compass"). In the event that any provision in this SOW conflicts with provisions contained in the Agreement, the Agreement shall prevail. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

- 1. Services.** Compass shall provide managed IT and consulting services as specifically described in this Statement of Work with full plan details at <https://compassmsp.com/totalcare>. Additional services required by Client outside the scope of services provided above will be separately billable as approved by Client. Examples of such services are set forth in the Excluded services referenced below. Additional support rates are \$150 per hour.
- 2. Summary of Client Requirements.** In order for Client's existing environment to qualify for Compass' Services, the following requirements must be met:

- **AutoPilot Service**
  - All Servers must have Microsoft Windows operating systems and be supported by Microsoft.
  - All PC's with Microsoft Windows operating systems must be running supported Windows versions, and have all of the latest Microsoft service packs and critical updates installed.
  - All non-Microsoft PC's and laptops must meet similar operating system-specific requirements.
  - All servers and PC's must be under warranty by manufacturer or proper technology refresh plan is also acceptable.
  - All server and PC software must be genuine, licensed and vendor-supported.
  - The environment must have a currently licensed, up-to-date and Vendor-Supported Anti-Virus Solution protecting all Servers, PC's, and Email or must be implemented by Compass.
  - The environment must have a currently licensed Vendor-Supported Backup Solution that can be monitored, and send notifications on job failures and successes or must be implemented by Compass.
  - The environment must have a currently licensed, Vendor-Supported Firewall or must be implemented by Compass.
- **CompassVOIP**
  - An internet assessment is required to meet bandwidth and latency requirements.

Client shall provide Compass with reasonable access to Client's premises, internal wiring, CPE, and other facilities and equipment to allow Compass to install, maintain and repair Clients's service, as reasonable and necessary.

- 3. Fees.**
  - a. The fees for the services are set forth below. Fees are payable in equal monthly installments. Each monthly invoice will be due by the 10th day of the month. This monthly fee will increase by 3% or the then current pricing on the contract renewal. The 3% increase represents reimbursement to Compass for its increased costs in providing engagement services.

- b. The monthly fee quote assumes the size and complexity of the supported environment will remain constant. If the supported environment expands or contracts, it is understood and agreed that the monthly fee quote will be reviewed and adjusted according to the users, mailboxes, tools, or resource changed and that the maximum decrease can be no more than 10% annually.
- c. The monthly fee quote does not include the cost of the annual renewals of client-owned software, licensing, hardware maintenance contracts, support agreements or upgrade fees of any kind. When such items are due to expire Compass will provide Client with a fee quote detailing the cost of the required item. It is understood and agreed that required items will be ordered by Compass and that Client will pay for such items. In the event a third party providing services increases pricing during the agreement term, it is understood and agreed that like increases will be adjusted on the subsequent billing period with a minimum 15 day notice to the client.
- d. VOIP and ISP pricing does not include taxes, fees, and surcharges that are imposed or permitted by a government agency under a rule or regulation. In many cases, they are designed to support a specific program such as universal service fund, 911, deaf relay services, etc. Other fees and surcharges cover various federal, state, local, or municipal taxes; or our costs associated with providing certain aspects of our service such as maintenance and repair charges that are imposed on us by our underlying carrier, network components, and long-distance access.

**4. Term and Termination of SOW.**

- a. This SOW shall commence as of the Effective Date set forth above and shall remain in full force and effect until such time as either party terminates the agreement as more fully described in the MSA.
- b. This agreement is for the term displayed in the "Summary of Selected Payment Options" table of the signed quote and shall automatically renew for additional terms of 12 months unless either party terminates the agreement with 15 days prior written notice of the agreement renewal date.

**5. Support.**

- a. To request support please email [help@compassmsp.com](mailto:help@compassmsp.com) or submit a ticket online at <https://compassmsp.com/> The following table shows the target response and resolution times for each priority level. After hours support is included for Priority 1 and 2 tickets. Additional time and a half charges may apply if work is performed after hours between 5:01pm to 7:59am Monday through Friday, weekends, and holidays as specified in section 6 for work performed on Priority 3 and 4 tickets. Priority of tickets is assigned by Compass.
- b. The following table shows the target response and resolution times for each priority level. After hours support is included for Priority 1 and 2 tickets. Additional time and a half charges may apply if work is performed after hours between 5:01pm to 7:59am Monday through Friday, weekends, and holidays as specified in section 6 for work performed on Priority 3 and 4 tickets. Priority of tickets is assigned by Compass. To determine your service level, look for a line that reads "Level X SLA Service" in your agreement.

**Level 1 SLA Service**

Trouble	Priority	Response time (in hours)	Resolution time (in hours)
Service not available (all users and functions unavailable).	1	Within 1 hour	ASAP – Best Effort
Significant degradation of service (large number of users or business critical functions affected).	2	Within 4 hours	ASAP – Best Effort
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 12 hours	ASAP – Best Effort




Small service degradation (business process can continue, one user affected).	4	Within 24 hours	ASAP – Best Effort
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6. **Holidays Observed.** Compass observes the following holidays and will not provide coverage unless deemed a priority 1 or priority 2 emergency: Good Friday at Noon, Memorial Day, Independence Day, Labor Day, Thanksgiving, the first business day after Thanksgiving, Christmas Eve at Noon, Christmas Day, and New Year’s Day.


**SUMMARY OF EXCLUDED SERVICES**

<b>Summary of Excluded Services</b> (See full plan details for full list of excluded services)	
Description	Options
<b>Parts, equipment or software not covered by vendor/manufacturer warranty or support.</b>	Time and Materials
<b>The cost of any parts, equipment, or shipping charges of any kind</b>	Time and Materials
<b>Failure due to acts of God, building modifications, power failures or other adverse conditions not fully in the control of Compass.</b>	Time and Materials
<b>Service and repair made necessary by the alteration or modification of equipment other than that authorized by Compass, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Compass.</b>	Time and Materials
<b>Installation, troubleshooting, program maintenance, or updates to software packages, whether acquired from Compass or any other source unless specified in the Statement of Work.</b> Note: All current IT environment is covered. An additional document can be provided with a "snapshot" of the network and peripheral systems.  -Managed Workstations\Laptops - 9 total in Automate -Networking Equipment - 3 firewalls, 1 Wifi device, 0 Printers (Listed) Orange Park - Sonicwall (TZ300) Palatka - Sonicwall (TZ105W) St. Aug - Sonicwall (TZ105W) - this will be replaced with new agreement with a TZ350 - Applications on TS - Adobe Pro, QuickBooks, TS Print, and Office Suite	Time and Materials
<b>Programming (modification of software code) unless specified in the Statement of Work.</b>	Time and Materials
<b>Any service not specifically covered in the statement of work.</b>	Time and Materials
<b>Onsite work requested by client which could be performed remotely based on Compass' discretion.</b>	Time and Materials
<b>Excessive service requests above 50% of prior months requests or hours.</b>	Time and Materials
<b>Outgoing Bulk/Junk/Spam Mail Policy</b>	Alternative options are available
Sending spam (unsolicited electronic mail) is not permitted and will not be tolerated. Compass has the right to terminate or refuse service to anyone violating this or any other policy. Compass defines spam as "the sending of bulk e-mails or the sending of e-mail to users that have not explicitly asked to receive the sender's message." Compass will not be held responsible if your domain name is blocked by internet service providers (ISPs) for sending spam/bulk e-mails. Compass reserves the right to limit the number of outgoing recipients of an individual email message to one hundred (100).	

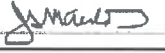
Plan - Auto Pilot TotalCare	Recurring	Qty	Ext. Recurring
<b>Managed User</b>  Managed User (Full-Time) IT Management Services - Account Management - Vendor & Software Concierge Service - Unlimited Remote & Onsite Support (no charge for travel) - Strategic Planning - Account and Ticket Management with Customer Portal - Quarterly Business Reviews  Network, Server, Workstation & Asset Management - 24/7x365 Monitoring & Management - Cloud Server Monitoring & Maintenance (e.g. patches, updates) - Workstation Monitoring & Maintenance (e.g. patches, updates) - User Account Administration & Management - Managed Backups - IT Infrastructure Documentation - Monthly Reporting  Network Security - Managed Anti-Virus (included license fees for all devices) - Managed Firewall - Replace current firewall with Upgraded model and Advanced Gateway Security Suite Software for all offices  Email Licensing, Support & Management - Microsoft Office 365 (Business Premium Plan) Non-Profit - Barracuda Complete Email Protection & Backup (for Office 365)  Cyber Insurance Coverage - Server based activity is covered under our cyber insurance policy - \$0 Deductible -\$10,000 Ransomware -\$10,000 Social Engineering -\$10,000 Telecommunications Fraud -\$100,000 eTheft -\$250,000 Coverage (24/7 Breach Hotline, Forensics, Crisis Management, Notification, Attorneys, Regulatory Fines, ID Theft Monitoring, etc)  Online Training Portal Access - Includes Microsoft Software Training  KnowBe4 Cyber Security Training Portal, with automation	\$145.00	10	\$1,450.00
<b>Customer Loyalty Discount for Legacy Pricing Agreement, Per User</b>	(\$7.25)	10	(\$72.50)
<b>Customer Loyalty Discount for Legacy Pricing Agreements</b>			
<b>Customer Non-Profit Discount</b>	(\$14.50)	10	(\$145.00)
<b>Customer Non-Profit Discount, Per User</b>			

Monthly Billing Expenses Summary	Amount
Plan - Auto Pilot TotalCare	\$1,232.50
<b>Monthly Billing Total:</b>	<b>\$1,232.50</b>




Please view the attached PDF estimate document to view the terms and conditions. By action of selecting the I accept the agreement terms & conditions checkbox, entering your initials, and entering your contact email address, you are completing the equivalent of signing the paper contract on all signature blocks and authorizing CompassMSP to charge your credit card. Your digital signature is legally binding and accepted just as a paper signature in accordance with the Electronic Signature Act. Your digital signature authorizes this document and the master service agreement (MSA) found at [www.compassmsp.com/master-service-agreement](http://www.compassmsp.com/master-service-agreement). You may choose to print a paper document and return the signed paper document to CompassMSP to approve your order. A copy of this acceptance and the attached quote will be sent to your email address to complete your order acceptance.

CompassMSP (JAX)

Signature:   
Name: James Abbott  
Title: CIO  
Date: 08/24/2020

Early Learning Coalition of North Florida, Inc.

Signature:   
Name: Dawn Bell  
Date: 8/24/2020

**EARLY LEARNING COALITION OF NORTH FLORIDA, INC.**  
and  
**CompassMSP, 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**
- U. Reporting of Matters Related to Recipient Integrity and Performance**



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Publishing a statement notifying employees that the CONTRACTOR prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the CONTRACTOR's workplace and specifying the actions that the CONTRACTOR will take against employees for violating such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the CONTRACT be given a copy of the statement required by paragraph 1 above.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the CONTRACT, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying COALITION in writing within ten (10) calendar days of receiving notice from an employee, of the employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to-  
**Early Learning Coalition of North Florida, Inc.**  
**2450 Old Moultrie Road, Suite 103**  
**St. Augustine, Florida 32086**
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted.
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.

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

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

**CompassMSP, LLC  
100 N Laura St, Ste 601  
Jacksonville, FL, 32202**

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 1/2 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.

**U. Reporting of Matters Related to Recipient Integrity and Performance**

Unless exempt from these requirements per OMB guidance at 2 CFR Appendix XII, Part 200, the Contractor shall maintain current information reported to the System for Award Management (SAM) as described elsewhere in this contract. Portions of these data disclosures about civil, criminal or administrative proceedings are also made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) and OEL is required to review and consider this and other publicly available information to evaluate/review risk related to the Contractor's integrity, business ethics, and record of performance under federal awards in accordance with 45 CFR §75.331(b) (also 2 CFR §200.331(b)), Requirements for pass-through entities.

**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.**

JAMES M. ABBOTT - vCIO  
Printed Name and Title of Authorized Representative

  
Signature

8/24/20  
Date

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

### **D. Approval of Private Sector Board Member Vina Delcomyn\***

**\*ACTION ITEM**

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of Private Sector Board Member Vina Delcomyn
<b>Reason for Recommended Action</b>	<p>Vina Delcomyn is the owner and CEO of Awakenings Association Management. She is well known to ELCNF, having served two terms as a Private Sector Board Member from July 2011 to July 2019. After a full year hiatus, she has agreed to serve again.</p> <p>Vina Delcomyn's term will be September 2020 to September 2024.</p> <p><b><u>If this is not done, the following would occur:</u></b></p> <ul style="list-style-type: none"><li>• The Coalition would be close to being out of compliance with our requirement to maintain more than 1/3 of our total board membership as private sector.</li></ul>
<b>How the Action will be accomplished</b>	Exec/Admin Approval, Board Ratification; then OEL will be notified via Plan Amendment/Board Roster submission.



Early Learning Coalition of North Florida, Inc.  
2450 Old Moultrie Road, Ste. 103, St. Augustine, FL 32086  
PH: (904) 342-2267  
FX: (904) 342-2268  
[www.elcnorthflorida.org](http://www.elcnorthflorida.org)

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## BOARD MEMBERSHIP APPLICATION

NAME: Vina Delcomyn

(Please Print)

ADDRESS: [REDACTED]  
[REDACTED] Street City State  
Zip

MAILING ADDRESS: Same  
[REDACTED] City State  
Zip

PHONE: [REDACTED] FAX: 904-291-3365

CELL PHONE: [REDACTED]

EMAIL: Delcomynv@yahoo.com

\*\*\*\*\*

EMPLOYER: Awakenings Associaton Management Inc

ADDRESS: 4213 County Road 218, Suite 1 Middleburg Florida  
32068 Street City State  
Zip

MAILING ADDRESS: Same

Zip

City

State

PHONE: Same as above

FAX: Same as above

\*\*\*\*\*

*Please indicate where you would prefer Board information to be sent:*

*Employer Address x  OR Personal Address*

*COMMENTS: Either is fine.*

1. Tell us why you would like to serve on the Coalition.  
I have always taken an interest in children and how can we do a better job of helping them learn. I have 12 grandchildren as I have watched them grow I see they all learn differently. I feel it is important to stay involved.
2. What concerns do you have relating to early care and education?  
I am concerned that we as adults are not doing enough to teach the mothers of the young children how important it is to teach their young ones at an early age.
3. What strengths will you bring to the Coalition?  
Understanding from working in the school system – although many years ago-I got to see how first hand the importance of helping children one on one. Having my own business helps me bring the knowledge of financial issue and how they might be resolved.
4. Do you or anyone in your immediate family derive an income from a childcare or pre-school program?  
NO
5. Do you serve on any other boards? If so, please list.  
Two HOA boards for communities I manage.  
Little Andrews Island HOA – Secretary/Treasurer  
Sheraton Lakes HOA – Secretary/Treasurer

FOR PROVIDERS ONLY:

1. Name of the Provider you represent: \_\_\_\_\_

2. Position: \_\_\_\_\_

3. Please describe your center and the services provided to Baker, Bradford, Clay, Nassau, Putnam and/or St. Johns Counties.

4. Does your center have a religious affiliation (faith-based provider)?

\_\_\_\_\_ YES

\_\_\_\_\_ NO

5. From what source do the majority of your funds come?

\_\_\_\_\_ Private

\_\_\_\_\_ Subsidies

\_\_\_\_\_ Parent fees

\_\_\_\_\_ Other

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

### **E Review of Board Membership- INFORMATIONAL**

**BOARD MEMBERSHIP SUMMARY**  
As of December 4, 2019

Position	Name	Term Start Date	Term End Date
<b>BAKER</b>			
<b>Total Private Sector</b>	<b>0</b>		
<b>BRADFORD</b>			
<b>Total Private Sector</b>	<b>0</b>		
<b>CLAY</b>			
Governor Appointee <b>Private Sector</b>	Ron Coleman	November 22, 2013	April 30, 2016
Governor Appointee <b>Private Sector</b>	*Brian H. Graham	May 14, 2015	April 30, 2019
<b>Private Sector</b>			
<b>Total Private Sector</b>	<b>2</b>		
<b>NASSAU</b>			
District Superintendent of Schools or Designee	*Kristi Simpkins	December 2013	December 2021
<b>Total Private Sector</b>	<b>0</b>		
<b>PUTNAM</b>			
Representative of Programs for Children with Disabilities under the Federal Individuals with Disabilities Education Act	Marsha Hill	March 2018	March 2022
County Health Department Director or Designee	Mary Garcia	December 2017	December 2021
<b>ST. JOHNS</b>			
Member Appointed by Bd. of County Commissioners or the Governing Board of a Municipality	James Johns	March 2020	March 2024
Head Start Director	Brian McElhone	July 2017	July 2021
Governor Appointee <b>Private Sector</b> CHAIR	Nancy Pearson, <i>Chair</i>	November 22, 2013	April 30, 2021
<b>Private Sector</b>	Mike Siragusa	September 2018	September 2022
<b>Private Sector</b>	Michelle Jonihakis	December 2018	December 2022
<b>Private Sector</b>	Kyle Gammon	September 2019	September 2023
<b>Total Private Sector</b>	<b>4</b>		
<b>MULTI COUNTIES</b>			
DCF Regional Administrator or Designee	Charles Puckett	December 2018	December 2022
Regional Workforce Board Executive Director or Designee	*Renee Williams, (Baker, Clay, Nassau, Putnam, St. Johns)	September 2014	September 2022
President of a Florida College System or Designee	* Dr. Myrna Allen, <i>Treasurer</i>	September 2014	September 2022



	(Clay, Putnam, St. Johns)		
Representative of Private For-Profit Child Care Providers	Patricia Tauch (Clay County)	January 2019	January 2023
Representative of Faith Based Child Care Providers	Theresa Little, (Putnam, St. Johns)	December 7, 2016	December 7, 2020
Central Agency Administrator	Teresa Matheny (All Counties)	September 21, 2016	NA
<b>Private Sector</b>	Aubrie Simpson Gotham, <i>Secretary</i> (St. Johns)	December 2018	December 2022
<b>Private Sector</b>	Joy Stanton, <i>Vice Chair</i> (St. Johns)	March 2020	March 2024
<b>Total Private Sector</b>	<b>2</b>		
<b>Combined Total Private Sector</b> ( <i>Must comprise MORE THAN 1/3 of total Board Membership</i> ):	<b>8</b>		
<b>TOTAL MEMBERSHIP</b>	<b>19</b>		

*Second 4 year term*

- **Ron Coleman-** Governor appointee for the private sector has filed paperwork with the Governor's office for approval of a second term. I received word that Ron is approved, just waiting on documentation.
- **Nancy Pearson-** Governor appointee for the private sector has filed her paperwork with the Governor's office for approval of a second term and has been approved. Nancy's new term is from August 30, 2018 to April 30, 2021.
- **Dr. Myrna Allen-** Term date is September 2018; she has served one term and has been reappointed as the Designee by President Joe Pickens of St. Johns River State College to serve a second term. The Board approved Dr. Allen's second term on the September 19, 2018 meeting. Dr. Allen's second term expires September 2022. (President of a Florida College system designee)
- **Renee Williams-** Term date is September 2018; she has served one term and has been reappointed for a second term as the Designee by President Bruce Ferguson of the Regional Workforce Board. The Board approved R. Williams second term on the September 19, 2018 meeting. R. Williams second term expires September 2022. (Regional Workforce Board Executive Director or Designee)
- **Joy Stanton-**Term date is March 16,2020. The Board approved J. Stanton's second term on the March 11, 2020 meeting. J. Stanton's second term expires March 2024.
- **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 19 42%. We currently have 8 private sector members.
- **Total Membership:** 15 to 30 members. We currently have 19 board members.

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

### **F. Election of Officers\*-HANDOUT**

**\*ACTION ITEM**

# BYLAWS

**Adopted:** 03/20/2013

**Effective:** 07/01/2013

**Revised:** 09/16/2015

## ARTICLE V OFFICERS

### Section 5.1. ELECTION OF OFFICERS:

The officers of the Coalition shall consist of the Chair, Vice Chair, Treasurer, and the Secretary. The Governor of Florida will appoint the Chair of the Coalition, who is a private sector member, as well as two additional private sector board members. A member in good standing shall be eligible for nomination and election to any office of this Coalition, other than the Chair. The following applies to all offices, except for Chair.

**5.1.1.** The Board shall convene in the first quarter of the fiscal year for their annual meeting at which time they will determine eligible candidates for office and to prepare an official slate of nominees. Any person so nominated shall give their consent to nomination and election as an officer.

**5.1.2.** Elected officers shall be voted on at the annual meeting, and installed at the next regularly scheduled meeting and shall serve for a term of one year or until a successor is duly qualified and elected. Officers may serve in the same position for a maximum of two consecutive years.

**5.1.3.** If an office is vacated prior to the completion of a one year term, a member in good standing may be appointed by the Chair and approved by the members to fill the vacancy until the term ends.

### Section 5.2. OFFICERS OF THE COALITION:

**5.2.1.** **The Chair** shall preside at all meetings of the Coalition and perform the duties which are the will of the full Board. The Chair shall appoint Chairs of all Committees, except for the Executive/ Administrative Committee Chair in which the Board Chair serves as Chair.

**5.2.2.** **The Vice Chair** shall perform the duties of the Chair when the Chair is absent and have such other responsibilities as may be designated by the chair.

**5.2.3.** **The Treasurer**, in cooperation with the relevant Coalition staff, ensures accurate accounting of monies received and expended for the use of the Coalition and will make a monthly report at the Coalition Board Meetings.

**5.2.4.** **The Secretary** shall with administrative staff to ensure that notice required by these bylaws is given, keep records of all proceedings of the Coalition in cooperation with the staff, keep record of attendance, and report correspondence to the Coalition at each meeting. Correspondence shall be conducted relative to the nomination of required membership and any other business as called upon by the Chair. The Secretary shall perform the duties of the Chair when the Chair and Vice Chair are absent and have such other responsibilities as may be designated by the Chair.

## OFFICER LOG

### FY 2019-2020

Position	Name	Term	Reappointed To	Term
Vice-Chair	Joy Stanton	October 2019-September 2020		
Secretary	Aubrie Simpson-Gotham	October 2019– September 2020		
Treasurer	Myrna Allen	October 2019 – September 2020		

### FY 2018-2019

Position	Name	Term	Reappointed To	Term
Vice-Chair	Renee Williams	October 2018-September 2019		
Secretary	Joy Stanton	October 2018– September 2019		
Treasurer	Theresa Little	October 2018 – September 2019		

### FY 2017-2018

Position	Name	Term	Reappointed To	Term
Vice-Chair	Renee Williams	October 2017-September 2018		
Secretary	Joy Stanton	October 2017– September 2018		
Treasurer	Theresa Little	October 2017 – September 2018		

### FY 2016-2017

Position	-17Name	Term	Reappointed To	Term
Vice-Chair	Brian Graham	October 2016-September 2017		
Secretary	Mark Miner	October 2016 – September 2017	Joy Stanton	
Treasurer	Renee Williams	October 2016 – September 2017		

### FY 2015-2016

Position	Name	Term	Reappointed To	Term
Vice-Chair	Brian Graham	October 2015-September 2016		
Secretary	Mark Miner	October 2015 – September 2016		
Treasurer	Renee Williams	October 2015 – September 2016		

**FY 2014-15**

Position	Name	Term	Reappointed To	Term
Vice-Chair	Ron Coleman	October 2014 – September 2015		
Secretary	Brian Graham	October 2014 – September 2015		
Treasurer	Cyndi Stevenson	October 2014 – September 2015		

**FY 2013-14**

Position	Name	Term	Reappointed To	Term
Vice-Chair	Ron Coleman	October 2013 – September 2014		
Secretary	Jared Dollar	October 2013 – September 2014		
Treasurer	Sam Garrison	October 2013 – September 2014		

**FY 2012-13**

Position	Name	Term	Reappointed To	Term
Vice-Chair	Sherry Russell	November 2012 – October 2013		
Secretary	Jared Dollar	November 2012 – October 2013		
Treasurer	Patricia Hubbard	November 2012 – October 2013		

**FY 2011-12**

Position	Name	Term	Reappointed To	Term
Vice-Chair	Jared Dollar	November 2011 – October 2012		
Secretary	Patricia Hubbard	November 2011 – October 2012		
Treasurer	Sherry Russell	November 2011 – October 2012		

**FY 2010-11**

Position	Name	Term	Reappointed To	Term
Vice-Chair	Jared Dollar	November 2010 – October 2011		
Secretary	Patricia Hubbard	November 2010 – October 2011		
Treasurer	Sherry Russell	November 2010 – October 2011		

**FY 2009-10**

<b>Position</b>	<b>Name</b>	<b>Term</b>	<b>Reappointed To</b>	<b>Term</b>
Vice-Chair	John Birney	November 2009 – October 2010		
Secretary	Melanie Brown	November 2009 – October 2010		
Treasurer	Ken Forrester	November 2009 – October 2010		

**FY 2008-09**

<b>Position</b>	<b>Name</b>	<b>Term</b>	<b>Reappointed To</b>	<b>Term</b>
Vice-Chair	John Birney	November 2008 – October 2009		
Secretary	Cyndi Stevenson	November 2008 – October 2009	Melanie Brown	12/03/08 – October 2009
Treasurer	Betsy Lewis	November 2008 – October 2009	Ken Forrester	02/04/09 – October 2009

**FY 2007-08**

<b>Position</b>	<b>Name</b>	<b>Term</b>	<b>Reappointed To</b>	<b>Term</b>
Vice-Chair	Vickie Cofield	November 2007 – October 2009		
Secretary	John Birney	November 2007 – October 2009		
Treasurer	Betsy Lewis	November 2007 – October 2009		

**Slate of Officers  
2020-21**

Board Member Name: \_\_\_\_\_

**Vice-Chair:**

**Secretary:**

Write In Candidate: \_\_\_\_\_

Write In Candidate: \_\_\_\_\_

**Treasurer:**

Write In Candidate: \_\_\_\_\_

Write In Candidate: \_\_\_\_\_



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

### **G. Standing Committee Discussion and Sign-Up**

#### **HANDOUT**

## **ARTICLE VI COMMITTEES**

### **Section 6.1. COMMITTEES AND COMMITTEE MEMBERSHIP:**

Ad hoc committees may be established by the Coalition Chair as deemed necessary for a specific purpose or task.

**Standing Committees of the Coalition shall include: An Executive/Administrative Committee.** The Chair of this standing committee may designate ad-hoc committees to perform a specific task or function. Committee Chair's shall be appointed by the Chair of the Coalition, except for the Chair of the Executive/Administrative Committee, who will be the Chair of the Board.

**6.1.1. Executive/Administrative Committee:** The Coalition will establish a standing committee, the Executive/Administrative Committee. This committee shall have and exercise the authority of the Coalition between scheduled meetings of the Board and when a decision must be made before the next scheduled Board meeting. This committee has the full empowerment of the Coalition to make decisions on behalf of the Board as long as quorum is present. Actions of the Executive/Administrative Committee shall be ratified by the Board at the first meeting following the action. The committee will be comprised of the chair of the board, who shall be the committee chair, the Vice-Chair, the treasurer, the secretary, and at least four additional members. The chair of this committee or by the majority of the committee, may convene Ad hoc committees for a specific purpose or task.

The Committee is charged with the oversight of budget development, accurate tracking of expenditures, monitoring and accountability of the funds, and will ensure adequate financial controls in coordination with appropriate staff. This committee will also lead the board in regularly reviewing and updating the board committee structure, the board committee statement of its roles and areas of responsibility, what is expected of individual board members as well as recruitment and retention of board members and other activities outlined in the board governance policy. The committee will also regularly review the board's practices regarding member participation, conflict of interest, confidentiality, and suggest improvement where needed.

### **Section 6.2. COMMITTEE MEMBERSHIP**

**6.2.1.** The Chair of each committee shall be appointed by the Chair of the Coalition, except for the Chair of the Executive/Administrative Committee.

**6.2.2.** Each Coalition committee shall consist of the committee Chair and other Coalition members. Each committee shall consist of the committee chair and at least four additional members of the Coalition.

**6.2.3.** Meeting minutes shall be provided to members at least five (5) days prior to the next regularly scheduled meeting.

**6.2.4.** Notice of all committee meetings will be made pursuant to Florida Statute 286.011.

## COMMITTEE SIGN-UP

### **EXECUTIVE-ADMINISTRATIVE COMMITTEE**

The Exec Admin Committee will meet via **Conference Call** on the 1<sup>st</sup> Wednesday of the months of August, November, February, and May at 10:30 a.m.

SIGN - UP			
1	Chair: <b>NANCY PEARSON</b>	7	
2	Vice-Chair:	8	
3	Treasurer:	9	
4	Secretary:	10	
5		11	
6		12	

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

### **H Code of Ethics and Conflict of Interest Questionnaire- HANDOUT**

# OP202 Code of Ethics

**Effective Date:** 08/05/09

**Revision Date:** 02/03/10, 04/07/10, 02/02/11, 02/12/13, 12/04/13, 06/17/15

The Coalition's Code of Ethics (also known as a Code of Conduct) is a compilation of what business conduct is expected from all of its employees and board members as it pertains to (but not limited to) each of four aspects of the Coalition's business processes: Personnel, Accounting and Financial, Procurement of Goods or Services, and Contract Management and Monitoring. Upon hire, acceptance, or assignment, each individual is required to read the Coalition's Code of Ethics and sign the Coalition's Code of Ethics Acknowledgment of Compliance form, and then annually for each subsequent year of employment or affiliation.

The following are a few generalized examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment or board assignment:

- Theft or inappropriate removal or possession of property
- Contributing to the misrepresentation or falsification of documents
- Altering, covering up, falsifying, or destroying any document that may be relevant to an official investigation
- Insubordination or other disrespectful conduct
- Unauthorized disclosure of confidential information
- Unsatisfactory performance or conduct

More specific examples of misconduct and/or unethical behavior are discussed in the following four areas of key operations.

## **Personnel**

The successful business operation and reputation of the Coalition is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the Coalition is dependent upon our clients' trust and we are dedicated to preserving that trust. Employees owe a duty to the Coalition, its clients, and Board representatives to act in a way that will merit the continued trust and confidence of the public.

The Coalition will comply with all applicable laws and regulations and expects its Board of Directors, C.E.O., managers, supervisors, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor.

Compliance with this policy of business ethics and code of conduct is the responsibility of every Coalition employee. Disregarding or failing to comply with this standard of business ethics and code of conduct could lead to disciplinary action, up to and including possible termination of employment.

## **Accounting and Financial**

## **Practice of Ethical Behavior**

Unethical actions, or the appearance of unethical actions, are unacceptable under any conditions. The policies and reputation of Coalition depend to a very large extent on the following considerations.

Each employee must apply her/his own sense of personal ethics, which should extend beyond compliance with applicable laws and regulations in business situations, to govern behavior where no existing regulation provides a guideline. Each employee is responsible for applying common sense in business decisions where specific rules do not provide all the answers.

In determining compliance with this standard in specific situations, employees should ask themselves the following questions:

1. Is my action legal?
2. Is my action ethical?
3. Does my action comply with Coalition policy?
4. Am I sure my action does not appear inappropriate?
5. Am I sure that I would not be embarrassed or compromised if my action became known within the Coalition or publicly?
6. Am I sure that my action meets my personal code of ethics and behavior?
7. Would I feel comfortable defending my actions on the 6 o'clock news?

Each employee should be able to answer "yes" to all of these questions before taking action.

Each board member and C.E.O. is responsible for the ethical business behavior of her/his subordinates; and must carefully weigh all courses of action suggested in ethical, as well as economic, terms and base their final decisions on the guidelines provided by this policy, as well as their personal sense of right and wrong.

To the extent that the C.E.O. authorizes other managers to perform certain activities, those managers become responsible for those portions of the organization's system of internal control, and at no time is Coalition management allowed to override an Internal Control process.

## **Compliance with Laws, Regulations, and the Coalition Policies**

The Coalition does not tolerate:

- The willful violation or circumvention of any federal, state, local, or foreign law by an employee during the course of that person's employment;
- The disregard or circumvention of the Coalition policy or engagement in unscrupulous dealings.
- Any attempt of management to override a financial internal control process.

Employees should not attempt to accomplish by indirect means, through agents or intermediaries, that which is directly forbidden.

The performance of all levels of employees will be measured against implementation of the provisions of these standards.

## **Legal Action**

In the event that legal services are required for active or pending litigation, the Board of Directors must be notified in advance and approval for such action granted. This notification should include, at a minimum, a description of the services to be rendered, anticipated fees, and allowability of the expense in regards to the use of grant award funds.

## **Procurement of Goods or Services**

## **Code of Conduct**

Employees and board members should strive at all times to make decisions and take actions that make concrete contributions to the professional, financial and organizational welfare of the Early Learning Coalition and its counties and communities.

### **Receiving Business Gifts**

Employees and board members are expected to be professional about receiving gifts from clients, providers, vendors, suppliers, and other organizations the Coalition directly or indirectly conducts business with. This includes the purchase of business related meals and after work refreshments.

## **Contract Management and Monitoring**

### **Coalition Ethics**

1. Staff members are prohibited by Chapter 112, Part III, F.S., from soliciting or accepting anything of value that would cause them to be influenced in the discharge of their responsibilities.

2. Examples of ethics violations include, but are not limited to the following:

- (a) Deliberately failing to disclose a conflict of interest in the course of one's duties.
- (b) Engaging in or carrying on a business enterprise with a client or person doing business with the Coalition.
- (c) Accepting or requesting gifts or gratuities from contractors, providers, or clients in violation of the Coalition's Code of Ethics.

3. Staff members are prohibited from revealing client names or other confidential information from the Coalition or contractors records to unauthorized persons. Examples include releasing HIV/AIDS client names or reporter information from the Florida Protective Services System.

4. Staff members are expected to conduct themselves in a manner that favorably reflects upon the Coalition, and themselves.

Early Learning Coalition of North Florida, Inc.

**CODE OF ETHICS  
ACKNOWLEDGEMENT OF COMPLIANCE FORM**

This form must be completed, signed, and submitted for each Coalition board member, and employee upon hire, acceptance, or assignment, and then annually for each subsequent year of employment or affiliation.

This acknowledgement form is submitted by \_\_\_\_\_, a Coalition board member or employee of the Early Learning Coalition of North Florida, Inc.

By signing below, I certify that I have read, understood, and agree to be (and remain) in compliance with all of the provisions of the **Coalition's Operational Code of Ethics Policy #OP202**.

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Position with the Coalition (board member or employee)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## OP203 Conflict of Interest

**Effective Date:** 08/05/09

**Revision Date:** 02/03/10, 04/07/10, 12/28/10, 02/02/11, 02/12/13, 06/17/15, 03/16/16, 12/07/16

The Coalition's Conflict of Interest Policy is a compilation of policies as it pertains to (but not limited to) each of three aspects of the Coalition's business processes: Personnel, Accounting and Financial, and Procurement of Goods or Services. Annually, Coalition board members and employees are required to review, complete, and sign the Coalition's Conflict of Interest Questionnaire.

### **Personnel**

Employees and board representatives have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Coalition wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

The Coalition adheres to the highest legal and ethical standards applicable in our business. The Coalition business is conducted in strict observance of both the letter and the spirit of all applicable laws and the integrity of each employee are of the utmost importance.

Employees of the Coalition shall conduct their personal affairs in such a fashion that their duties and responsibilities to the Coalition are not jeopardized and/or legal questions do not arise with the respect to their association or work with the organization.

An actual or potential conflict of interest occurs when an employee or board representative is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Coalition's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the Coalition does business, but also when an employee or relative receives bribes, substantial gifts, or special consideration, as a result of any transaction or business dealings involving the Coalition.

### **Outside Employment/Conflict of Interest Questionnaire**

Employees may hold outside jobs as long as they meet the performance standards of their job with the Coalition. All employees will be judged by the same performance standards and will be subject to the Coalition's scheduling demands, regardless of any existing outside work requirements.

If the Coalition determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Coalition as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Coalition.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside the Coalition for materials produced or services rendered while performing their jobs with the Coalition.

Employees who have their own businesses must disclose such interest to the company in accordance with its conflicts of interest policy. Generally, the Coalition will not purchase from a business owned by one of its employees.

Each year, employees and board members must complete a conflict of interest questionnaire.

## **Accounting and Financial**

### **Introduction**

In the course of business, situations may arise in which the Coalition decision-maker has a conflict of interest, or in which the process of making a decision may create an appearance of a conflict of interest.

All board members, the C.E.O., and employees have an obligation to:

1. Avoid conflicts of interest, or the appearance of conflicts, between their personal interests and those of the Coalition in dealing with outside entities or individuals,
2. Disclose real and apparent conflicts of interest to the Board of Directors, and
3. Refrain from participation in any decisions on matters that involve a real conflict of interest or the appearance of a conflict.

### **What Constitutes a Conflict of Interest?**

A potential conflict of interest arises when a board member, C.E.O. or employee involved in making a decision:

- Is, or has an immediate family member, or owns a business entity in a position to benefit (directly or indirectly) from his/her dealings with the Coalition or person conducting business with the Coalition.
- Has direct or indirect ownership of more than five (5) percent of the **total assets or capital stock**, cumulatively, of one or more of the proscribed sources of income. “Proscribed sources of income” are derived from interests in the design or delivery of the VPK or SR program.
- During the prior two (2) years, more than five (5) percent of the **gross income** of the coalition member, relative, or owned business entity was derived, cumulatively, from one or more proscribed sources of income.

*(For more information please refer to paragraphs (1)(d) 1. and 2. and (e) of Florida Administrative Code 6M-9.110 “Requirements and Criteria for Early Learning Coalition Composition” dated 03/29/15).*

**The Coalition defines an “Immediate Family Member” the same as Florida Statute defines “relative” in the next section.**

**Voting Conflicts Florida Statute s. 112.3143(1)(c) defines “Relative” as:**

Any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

Examples of conflicts of interest include, but are not limited to, situations in which a board member, the C.E.O., or an employee:

1. Negotiates or approves a contract, purchase/sale, or lease on behalf of the Coalition and has a direct or indirect interest in, or receives personal benefit from, the entity or individual providing the goods or services;

2. Employs or approves the employment of, or supervises a person who is an immediate family member of a board member, C.E.O., or employee;
3. Sells products or services in competition with the Coalition;
4. Uses the Coalition's facilities, other assets, employees, or other resources for personal gain;
5. Receives a substantial gift from a vendor, if the board of Directors, C.E.O., or employee is responsible for initiating or approving purchases from that vendor.

## **Procurement of Goods or Services**

### **Conflict of Interest**

Conflict of interest refers to actions or decisions that are not in the best interests of the Coalition. These may include, but are not limited to:

1. Performing non-company work during regular work hours.
2. Use of company techniques, materials, equipment, supplies and/or employees for personal or non-company reasons or projects.
3. Involvement in agreements or contracts with suppliers, vendors, job applicants, etc., which result in personal financial gain, reward, special status or personal favors.
4. Using the employee's, board member, or Coalition agent's position with the Coalition to enhance your own position, status or financial gain at the expense of, or to the detriment of the Coalition.
5. Officers, employees, and agents soliciting or accepting gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, acceptable situations are those in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. *Reference 2 CFR Part 200.318 (c)(1).*
6. Organizational conflicts of interest that occur because of relationships with a parent, affiliate or subsidiary organization. Due to interconnected nature of program operations, processes, and benchmarks, a non-Federal entity like OEL is unable (or may appear to be unable) to operate on an independent or impartial basis in conducting a procurement action involving a related organization, such as an ELC or other OEL sub-recipient. *Reference 2 CFR Part 200.318(c)(2).*

If the employee, board member, or Coalition agent is not sure about a situation, it is their responsibility to talk with the C.E.O. to clarify their role and the Coalition's position regarding their situation. Where conflict of interest is clearly present, it is the employee's, board member's, or Coalition agent's responsibility to act in the best interests of the Coalition in handling the situation and to report the resolution of the problem to management.

For more details on requirements for Related Party activities and Voting Conflicts, please see Coalition policy #PR401.

### **Disclosure Requirements**

The board member, C.E.O. or employee who believes that he/she may be perceived as having a conflict of interest in a discussion or decision must disclose that conflict to the group making the decision. Most concerns about conflicts of interest may be resolved and appropriately addressed through prompt and complete disclosure [2 CFR Part 200.112].

Therefore, the Coalition requires the following:

1. On an annual basis, all members of the Board of Directors, the C.E.O., and employees with purchasing and/or hiring responsibilities or authority shall inform, in writing, the C.E.O. and the chair of the Board of Directors, of all reportable conflicts.

2. Prior to the preparation of the disclosure statements, the accounting department shall distribute a list of all vendors with whom the Coalition has transacted business at any time during the preceding year, along with a copy of the disclosure statement, to be completed by the first Board meeting of each fiscal year. In addition, each person completing the disclosure statement will be asked to list the names of all businesses that he/she (or any member of her/his immediate family) are affiliated with, that it is possible the Coalition may consider for future business dealings.
3. The C.E.O. shall review all forms completed by employees, and the Executive/Administrative Committee shall review all forms completed by Board of Directors and the C.E.O., and determine appropriate resolution in accordance with the next section of this policy, if applicable.
4. If a conflict arises during the year, the employee or board member will immediately notify the C.E.O. who will determine appropriate resolution.

### **Resolution of Conflicts of Interest**

All real or apparent conflicts of interest shall be disclosed to the Executive/Administrative Committee and the C.E.O. of the Coalition. Conflicts shall be resolved as follows:

- The C.E.O. shall be responsible for making all decisions concerning resolutions of conflicts involving employees, subject to the approval of the Executive/Administrative Committee.
- The Executive/Administrative Committee shall be responsible for making all decisions concerning resolutions of conflicts involving the C.E.O. and other members of the board.
- The chair of the committee shall be responsible for making all decisions concerning resolutions of conflicts involving the Executive/Administrative Committee members.
- The full board shall be responsible for making all decisions concerning resolutions of the conflict involving the chair of the Executive/Administrative Committee.

The Board of Directors, C.E.O., or Coalition employees may appeal the decision that a conflict (or appearance of conflict) exists as follows:

- An appeal must be directed to the chair of the board
- Appeals must be made within 30 calendar days of the initial determination
- Resolution of the appeal shall be made by vote of the full Board of Directors
- Board members who are the subject of the appeal, or who have a conflict of interest with respect to the subject of the appeal, shall abstain from participating in, discussing, or voting on the resolution, unless their discussion is requested by the remaining members of the board

### **Disciplinary Action for Violations of this Policy**

Failure to comply with the standards contained in this policy will result in disciplinary action that may include termination, referral for criminal prosecution, and reimbursement to the Coalition or to the government, for any loss or damage resulting from the violation. As with all matters involving disciplinary action, principles of fairness will apply. Any employee charged with a violation of this policy will be afforded an opportunity to explain her/his actions before disciplinary action is taken.

Disciplinary action will be taken:

1. Against any employee who authorizes or participates directly in actions that are a violation of this policy.
2. Against any employee who has deliberately failed to report a violation or deliberately withheld relevant and material information concerning a violation of this policy.

3. Against any board member or C.E.O. who attempts to retaliate, directly or indirectly, or encourages others to do so against any employee who reports a violation of this policy.

A board member who violates this policy will be removed from the board.

For more details on state statutory instructions, please refer to OEL's Program Guidance, *Related Party Disclosures*.

For more information on conflicts of interest:

- See the Florida Commission on Ethics *Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees*.
- See the Florida Commission on Ethics *Overview of Laws relating to Gifts*.
- See the Florida Commission on Ethics *Overview of Laws relating to Honoraria*.
- See OEL's Uniform Guidance 2 CFR Part 200, Policy updates for Conflicts of Interest

**Early Learning Coalition of North Florida, Inc.**

Employee and Board Member

**Conflict of Interest Questionnaire**

Each year, employees and board members must complete a conflict of interest questionnaire. At the Early Learning Coalition, our reputation for integrity is one of our most valuable assets and is directly affected by the conduct of our employees. For this reason, employees and Board members must not use their position for private gain, to advance their personal interests, or to obtain favors or benefits for themselves, members of their immediate families\*, or any other individuals or business entities. This includes Board members abstaining from voting on a matter when an item is presented for a vote that will directly affect that Board member, his/her employees, or another organization the Board member is involved with. The following **questions** are designed to protect you as an employee or a Board member of the Early Learning Coalition, and to comply with the federal and state mandates under which we operate. We appreciate your cooperation in completing this form.

Employees Only:

**Are you** currently employed with another employer other than the Early Learning Coalition? (yes or no?) \_\_\_\_\_

**If yes, please list** each employer, as well as the days and the hours that you are scheduled to work: \_\_\_\_\_

Employees and Board Members:

1. **Are you** related to any of the current employees of the Early Learning Coalition? If yes, list each relative’s name and his/her relationship to you. \_\_\_\_\_
2. **Are you** related to any of our providers who utilize any of our services? If yes, please list the provider’s business name(s) here: \_\_\_\_\_
3. **Are you**, or any member of your immediate family, related to any of the vendors listed on the attached vendor list? If so, please list the name(s) of the vendor(s) here: \_\_\_\_\_
4. **Please list** the names of all businesses that you, or any member of your immediate family, are affiliated with, that it is possible the Coalition may consider for future business dealings: \_\_\_\_\_
5. **Do you** own your own business? If yes, please provide the name, address, and nature of your business. \_\_\_\_\_

**I understand that by signing this form:**

- I will abide by these guidelines and all aspects of the **Coalition’s Conflict of Interest Policy, #OP203.**
- I have reviewed the annual list of current Coalition vendors for any potential conflict of interest, and have no potential conflict of interest to report.
- I have listed all business organizations that I, or any member of my immediate family, am affiliated with that would cause a conflict of interest when participating in future Coalition business decisions.

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Name and Title (please print)	Signature	Date
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\* see definition of “Immediate Family” in Policy #OP203

**Main - ELC of NFL**  
Vendor Information List - Active Vendor List - SP

Vendor ID	Vendor Name	Status	Printed Main Address	Issue 1099
1stCoastPrinting	1st Coast Printing	Active	103 Coquina Court Ponte Vedra Beach, FL 32082	No
3RingCircuscom	3-RingCircus.com	Active	1005 Kennedy Dr. St. Augustine, FL 32084	No
Abila	Abila	Active	Dept. 3303 PO Box 123303 Dallas, TX 75312-3303	No
ADPLLC	ADP, LLC	Active	1851 N Resler Drive MS-600 El Paso, TX 79912	No
AELC	AELC	Active	206-B S. Monroe Street Tallahassee, FL 32301	No
Aflac	Aflac	Active	Worldwide Headquarters Columbus, GA 31999	No
AmericanExpress...	American Express-Dawn	Active	P. O. Box 650448 Dallas, TX 75265-0448	No
AmericanExpress...	American Express Rhonda	Active	PO Box 650448 Dallas, TX 75265-0448	No
AmericanHeritageLi	American Heritage Life Ins. Co.	Active	PO Box 650514 Dallas, TX 75265-0514	No
AmerisBank	Ameris Bank	Active	Palatka, FL 32177	No
AmyLynDAlesio	Amy Lyn D'Alesio	Active	dba Creative Types 14030 Atlantic Blvd. Unit 3414 Jacksonville, FL 32225	Yes
AngelaPickett	Angela Pickett	Active	218 Wesley Rd Green Cove Springs, FL 32043	Yes
AssocofEarlyLear	Assoc. of Early Learning Coalitions, Inc.	Active	Saralyn Grass Ed.D. 206-B S. Monroe St., Suite 110 Tallahassee, FL 32301	No
Bagan&Company	Bagan & Company, LLC	Active	Daniel J. Bagan 215 Vaill Rd Saint Augustine, FL 32086	No
BlueCrossBlueSh	Blue Cross & Blue Shield of FL	Active	P. O. BOX 105358 Atlanta, GA 30348-5358	No
BrianGraham	Brian Graham	Active	2970 Ravines Road #1326 Middleburg, FL 32068	No
CatherineGMancino	Catherine G. Mancino	Active	2450 Old Moultrie Rd Suite 301 St. Augustine, FL 32086	Yes
CenterStateBank	Center State Bank	Active	Attn: Ali Zwally 709 S. Ponce deLeon Blvd. St. Augustine, FL 32084	No
ChrisMoore	Chris Moore	Active	1503 Clover Avenue Orange Park, FL 32073	Yes
ClarasTidbitsRest	Clara's Tidbits Restaurant	Active	1076 Henricks Avenue Jacksonville, FL 32207	No
ClayCountyChamber	Clay County Chamber of Commerce	Active	ATTN: Kellie Collins 1845 Town Center Blvd., Ste 410 Fleming Island, FL 32003	No
ClayCountySheriff	Clay County Sheriff's Office	Active	PO Box 548 Green Cove Springs, FL 32043	No
Comcast	Comcast	Active	P. O. Box 71211 Charlotte, NC 28272-1211	No

**Main - ELC of NFL**  
Vendor Information List - Active Vendor List - SP

Vendor ID	Vendor Name	Status	Printed Main Address	Issue 1099
CompassMSP	Compass MSP	Active	100 North Laura St., Ste 601 Jacksonville, FL 32202	No
DawnBell	Dawn Bell	Active	4036 White Pine Lane St. Augustine, FL 32086	No
DrJean&FriendsLLC	Dr. Jean & Friends LLC	Active	3037 Marsh Gate Drive Seabrook Island, SC 29455	Yes
EpiscopalChildrens	Episcopal Children's Services	Active	8443 Baymeadows Rd Suite 1 Jacksonville, FL 32256	No
EvergreenCreations	Evergreen Creations, LLC.	Active	c/o Aaron Burakoff 1510 Lexington Ave., 6D New York, NY 10029 USA	Yes
FirstFoundationfor	First Foundation for Childhood Literacy,	Active	PO Box 1327 Madison, GA 30650	No
FirstCoastShredding	First Coast Shredding, LLC	Active	1960 US Highway 1 S. #220 St. Augustine, FL 32086	No
FirstNationalBank	First National Bank Omaha	Active	P. O. Box 2818 Omaha, NE 68103-2818	No
FloridaAssocforInfan	Florida Association for Infant Mental Health, Inc.	Active	PO Box 1182 Riverview, FL 33568 USA	No
FloridaDepartmento	Florida Department of State	Active	The Gray Building 500 S. Bronough Street Tallahassee, FL 32339-0250	No
FPL	FPL	Active	General Mail Facility Miami, FL 33188-0001	No
GuardianInsurance	Guardian Insurance	Active	PO Box 26090 Lehigh Valley, PA 18002-6090	No
InLovingHandsScho	In Loving Hands School Kids Hangout	Active	165 SE Nightingale Street Keystone Heights, FL 32656	No
JoanWhitson	Joan Whitson	Active	5337 1st Street St. Augustine, FL 32080	No
Joy Stanton	Joy Stanton	Active	297 Jackrabbit Trail Ponte Vedra, FL 32081	No
JumpstartforYoung	Jumpstart for Young Children, Inc.	Active	Attention: Carolyn Swanhall 308 Congress Street, 6th Fl Boston, MA 02210-1027	No
KiwanisClubofPala	Kiwanis Club of Palatka	Active	P O Box 313 Palatka, FL 32178	No
KiwanisClubofSt	Kiwanis Club of St. Augustine	Active	PO Box 637 St. Augustine, FL 32085-0637	No
KonicaMinoltaBusin	Konica Minolta Business Solutions USA Inc	Active	Dept. AT 952823 Atlanta, GA 31192-2823	No
LaKayCornell	LaKay Cornell	Active	24 Eastman St St. Augustine, FL 32084 USA	Yes
Logate LLC	Logate LLC	Active	3620 Peoria Road Orange Park, FL 32065	Yes
LogoDepot	Stellar Performance Group, LLC	Active	365 College Drive, #106 Middleburg, FL 32065 USA	Yes
MarywoodRetreat...	Marywood Retreat Center	Active	235 Marywood Dr. St. Johns, FL 32259	No



**Main - ELC of NFL**  
Vendor Information List - Active Vendor List - SP

Vendor ID	Vendor Name	Status	Printed Main Address	Issue 1099
MollyMaidFirstCoa	Molly Maid First Coast	Active	310 Commerce Lake Drive Suite 104 St. Augustine, FL 32095	No
MossKrusickAsso	Moss, Krusick & Associates, LLC	Active	501 S. New York Avenue Suite 100 Winter Park, FL 32789	No
MyronCorp	Myron Corp.	Active	PO Box 660888 Dallas, TX 75266-0888	No
NadiaRamoutar	Nadia Ramoutar, Ph.D.	Active	8335 Freedom Crossing Trail, Unit 2302 Jacksonville, FL 32256 USA	Yes
NationalAlarmServ...	National Alarm Service	Active	4861 S.R. 13 North St. Johns, FL 32259	No
NEFEC	NEFEC	Active	dba Putnam County Schools 3841 Reid Street Palatka, FL 32177	Yes
NonProfitTechnologi	NonProfit Technologies Inc.	Active	631 North US Hwy 1, Suite 101 North Palm Beach, FL 33408	No
Nourishing	Nourishing Soul Sisters	Active	201 S Matanzas Blvd St. Augustine, FL 32080 USA	No
OEL	Office of Early Learning	Active	Attn: Financial Administration and Budget Services 250 Marriott Drive Tallahassee, FL 32301-2983	No
OfficeDepot	Office Depot, Inc.	Active	P. O. Box 1413 Charlotte, NC 28201-1413	No
PalatkaDailyNews	Palatka Daily News	Active	PO Box 777 Palatka, FL 32178-0777	No
PettyCash	Petty Cash	Active	2450 Old Moultrie Rd. Suite 103 St. Augustine, FL 32086 USA	No
PhiladelphiaIndemni	Philadelphia Indemnity Insurance Company	Active	PO Box 70251 Philadelphia, PA 19176-0251	No
PutnamCountyCh...	Putnam County Chamber of Commerce	Active	1100 Reid Street Palatka, FL 32177	No
RavineGardensState	Ravine Gardens State Park	Active	1600 Twigg St. Palatka, FL 32177	No
ReneeWilliams	Renee Williams	Active	100 Stephanie Street Palatka, FL 32177	No
RichardCohen	Richard Cohen	Active	661 Elm Street Montpelier, VT 05602 USA	Yes
SandraDunnvant	Sandra Dunnvant	Active	3620 Peoria Road Orange Park, FL 32065	No
ScholasticInc	Scholastic Inc.	Active	P.O. Box 3720 Jefferson City, MO 65102-3720	No
SharonBrown	Sharon Brown	Active	4342 Woodley Creek Road Jacksonville, FL 32218	Yes
ShuaLifeSkills	Fun Fitness Training, LLC	Active	DBA Shua Life Skills 2800 SW 73rd Way, #1605 Davie, FL 33314	Yes

**Main - ELC of NFL**  
Vendor Information List - Active Vendor List - SP

Vendor ID	Vendor Name	Status	Printed Main Address	Issue 1099
StaplesBusinessCr...	Staples Business Credit	Active	P O Box 105638 Atlanta, GA 30345-5638	No
StAugustineSunris	St. Augustine Sunrise Rotary	Active	PO Box 505 St. Augustine, FL 32085	No
StephanieLaRoche	Stephanie LaRoche	Active	4813 Florida Club Circle #1205 Jacksonville, FL 32216	No
StJohnsCountyCha	St. Johns County Chamber of Commerce	Active	100 Southpark Blvd Suite 405 & 406 St. Augustine, FL 32086	No
StJohnsRiverStat	St. Johns River State College	Active	283 College Drive Orange Park, FL 32065	No
TeresaForbes	Teresa P Forbes	Active	1705 SR 16 St Augustine, FL 32084	Yes
TheresaLittle2	Theresa Little	Active	3637 Montclair Drive Jacksonville, FL 32217	No
TMobile	T-Mobile	Active	PO Box 742596 Cincinnati, OH 45274-2596	No
TransamericaLifeIn	Transamerica Life Ins. Co.	Active	PO Box 742504 Cincinnati, OH 45274-2504	No
TurnerInsuranceAdv	Turner Insurance Advisor Group, Inc.	Active	2121 N.E. Coachman Rd. Clearwater, FL 33765	No
UnitedWayofNorthe	United Way of Northeast Florida	Active	Attn: Accounts Payable P.O. Box 864228 Orlando, FL 32886-4228	No
UnitedWayofSJC	United Way of SJC	Active	PO Box 1007 St. Augustine, FL 32085	No
VOID	VOID Check	Active	,	No

## **VII. Board Absenteeism Log**

### **INFORMATIONAL**

BOARD

**MBER ABSENTEEISM LOG**

**By-Laws**

Unexcused

absences from

two (2)

3.2.8. Mandated

members with

three (3)

consecutive

**X = Attended**

	MEMBER NAME	6/12/2019	No Meeting Jul-19	No Meeting Sept-19	9/11/2019	No Meeting Oct-19	No Meeting Nov-19	12/4/2019	No Meeting Jan-20	No Meeting Feb-20	3/11/2020	No Meeting Apr-20	No Meeting May-20	20-Jun
1	Allen, M.	X			X			X			X			X
2	Coleman, R.	X			EXCUSED			X			X			X
3	Delcomyn, V.	X			No longer a member			No longer a member			No longer a member			No longer a member
4	Deputy, A.	No longer a member			No longer a member			No longer a member			No longer a member			No longer a member
5	Gammon, K.	Not a member			New Member			X			X			X
6	Garcia, M.	X			X			X			EXCUSED			X
7	Graham, B.	X			X			EXCUSED			EXCUSED			EXCUSED
8	Hill, M.	X			X			EXCUSED			EXCUSED			X
9	Johns, J.	Not a member			Not a member			Not a member			EXCUSED			X
10	Jonihakis, M.	X			X			X			X			X
11	Little, T.	X			X			X			X			X
12	Matheny, T	X			X			X			X			X
13	McElhone, B.	EXCUSED			EXCUSED			X			X			X
14	Pearson, N.	EXCUSED			X			EXCUSED			EXCUSED			EXCUSED
15	Puckett, C.	X			EXCUSED			EXCUSED			X			X
16	Simpkins, K.	EXCUSED			EXCUSED			X			EXCUSED			X
17	Simpson-Gotham, A.	X			X			X			X			X
18	Siragusa, M.	X			X			EXCUSED			X			X
19	Smith, J.	X			X			EXCUSED			No longer a member			No longer a member
20	Stanton, J.	X			X			X			X			X
21	Tauch, P.	X			X			X			X			X
23	Williams, R.	EXCUSED			X			X			X			X

## **VIII. Board Comment**

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## **IX. Next Meetings**

- Wednesday, November 4, 2020, 10:30 a.m. –  
Exec/Admin Committee Conference Call  
Meeting
- Wednesday, December 2, 2020, 2:00 p.m.-  
Board Meeting at  
**World Golf Village Caddyshack Restaurant**

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## **X. Adjournment\***

**\*ACTION ITEM**

# **Board Members Memorandum of Voting Conflict**

## **INFORMATIONAL**

**MEMORANDUM OF VOTING CONFLICT FOR BOARD MEMBERS**

LAST NAME, FIRST NAME, MIDDLE NAME <b>MATHENY, TERESA, JOAN</b>		
MAILING ADDRESS <b>8443 BAYMEADOWS RD.</b>	CITY <b>JACKSONVILLE</b>	COUNTY <b>DUVAL</b>
NAME OF BOARD OR COMMITTEE <b>ELC OF NORTH FLORIDA</b>		DATE ON WHICH THE VOTE OCCURRED <b>SEPTEMBER 9, 2020</b>

**Per OEL-PG-003-10(6)(b) and F.S. 112.3143(3)(a):**

Each voting member shall:

1. Prior to the vote being taken, publicly state the nature and extent of any conflict of interest and abstain from voting or participating when a conflict of interest exists.
2. Abstain from voting.
3. Within 15 days after the vote occurs, complete and file this Memorandum form with the person responsible for recording the minutes of the meeting, who then shall incorporate this Memorandum form in the minutes.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, Teresa Matheny, hereby disclose that on September 9, 2020:

(a) A measure came or will come before me which will (check one)

Inure to my special private gain or loss;

Inure to the special gain or loss of my business associate, \_\_\_\_\_;

Inure to the special gain or loss of my relative, \_\_\_\_\_;

Inure to the special gain or loss of Episcopal Children's Services, Inc. by whom I am retained; or

Inure to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before me and the nature of my conflicting interest is the measure as follows:

VI New/Unfinished Business

A. Approval of Episcopal Children's Services 2020/2021 Contract Amendment #0001-20\*

9/2/2020  
Date Filed

Teresa Matheny  
Signature