



**ANNUAL BOARD MEETING**  
September 11, 2024; 10:30 a.m.  
*Renaissance Resort World Golf Village Convention Center*  
*St. Augustine A Room*

**TENTATIVE AGENDA**

*\*Action Item*

- I. Call to Order/Roll Call**
- II. Public Comment**
- III. Provider Recognition**
- IV. Approval of Delegation of Authority Items\***
- V. Approval of May 8, 2024 Board Meeting Minutes\***
- VI. New/Unfinished Business**
  - A. RETRO-Approval of the 2022-2024 School Readiness Plan Amendment #09\*
  - B. RETRO-Approval of the ELC of North Florida and the University of Florida/Lastinger Center Contract effective 07/01/2024-06/30/2025\*
  - C. Approval of the Amendment 0001-24 Primary Services Contract Episcopal Children's Services \*
  - D. Approval of the ELCNF Budget for 2024/2025\*
  - E. Approval of ELCNF 2023-2024 Annual Report\* **-HANDOUT**
  - F. Approval of the Association of Early Learning Coalitions, Inc. Annual Membership Dues\*
  - G. Retro Approval of TruTechnology for Managed IT Services Contract Effective September 1, 2024\*
  - H. Approval of sending one additional Board member to the National Summit on Education 2024 in Oklahoma\*
  - I. Approval of the Accounting and Financial Policies and Procedures Revisions\*
  - J. Approval of the revisions to the Coalition's Personnel Policies and Procedures Manual\*
  - K. Approval of private sector Vina Delcomyn term September 2024 – September 2028\*
  - L. Approval of DCF Designee Mala Ramoutar term September 2024- September 2028\*
  - M. Approval of private sector Bailey Steele term September 2024 – September 2028\*

- N. Approval of private sector Makayla Buchanan term September 2024-September 2028\*
- O. Approval of Representative for Child Care Providers Lisa Koburger term September 2024 – September 2028\*
- P. Review of Board Membership-**INFORMATIONAL**
- Q. Election of Officers\* **HANDOUT (To be emailed for nominations prior to meeting)**
- R. Standing Committee Discussion and Sign-Up **HANDOUT (To be emailed for sign up prior to meeting)**
- S. Code of Ethics and Conflict of Interest-**HANDOUT (Vendor List to be emailed for review prior to meeting)**

**VII. Committee Reports**

**A. Approval of June 26, 2024 Executive Admin Meeting minutes\***

**B. Executive Administrative Committee**

1. Ratify Approval of the 2022-2024 School Readiness Plan Amendment #08\*
2. Ratify Approval of the ELCNF insurance coverages with Florida Insurance Trust\*

**VIII. Staff Reports**

**A. CEO Report**

1. Review of ELCNF 2024 Board Self Evaluation Compiled Results- **HANDOUT**

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

**C. 4th Quarter Program Update**

**IX. Board Absenteeism Log – INFORMATIONAL**

**X. Board Comment**

**XI. Next Meetings**

- Wednesday, November 6, 2024, 10:30 a.m. – Exec/Admin Committee Conference Call Meeting
- Wednesday, December 4, 2024, 2:00 p.m. – Board Meeting Renaissance World Golf Village, Caddy Shack Restaurant

**XII. Adjournment\***

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	<b>Approval of the Delegation of Authority items</b>
<b>Reason for Recommended Action</b>	<p>The Board designates authority to the Coalition’s Office Manager to review and approve the Chief Executive Officer’s timesheets, leave requests, work related travel expenses, and other routine operational requests. These documents are made available at each regular Board meeting.</p> <p><b><u>If this is not done the following would occur:</u></b></p> <p>It was recommended by the board to have these items approved at meetings, following the last Accountability Review. Therefore, the ELC is requesting board approval.</p>
<b>How the Action will be accomplished</b>	Board members will review the documents.

Personnel Activity Report

EMPLOYEE NAME: Dawn E. Bell  
 TITLE: Chief Executive Officer

PP Ent: 5/7/2024

APPROVING AUTHORITY: ELCNF Board  
 TITLE: N/A

Date	# of Hours	*VBSA	*PTO	*STOC	*VADH	Other	AL	SL	PSL	Unallocated Time	DESCRIPTION
4/24/2024	W 5.00	5.00								0.00	Reviewing/responding Internal documents, electron c correspondence and book bag stuffing
4/25/2024	T 5.00	5.00					3.00			3.00	Reviewing/responding Internal documents, electron c correspondence and book bag stuffing
4/26/2024	F 4.00	4.00					4.00			4.00	Reviewing/responding Internal documents, electron c correspondence and book bag stuffing
4/27/2024	S 3.00	3.00								0.00	electronic correspondence
4/28/2024	S 3.00	3.00								0.00	electronic correspondence
4/29/2024	M 6.00	4.00	2.00							0.00	Reviewing/responding Internal documents, electron c correspondence and book bag stuffing
4/30/2024	T 6.00	3.00	3.00							0.00	Reviewing/responding Internal documents, electron c correspondence and book bag stuffing
5/1/2024	W 6.00	3.00	2.00		1.00					0.00	Reviewing/responding Internal documents, electron c correspondence and book bag stuffing
5/2/2024	T 4.00	4.00					4.00			4.00	Reviewing/responding Internal documents, electron c correspondence and book bag stuffing
5/3/2024	F 4.00	4.00								4.00	Reviewing/responding Internal documents, electron c correspondence and book bag stuffing
5/4/2024	S 3.00	3.00								0.00	electronic correspondence
5/5/2024	S 3.00	3.00								0.00	electronic correspondence
5/6/2024	M 5.00	5.00								4.00	Reviewing/responding Internal documents, electron c correspondence and book bag stuffing
5/7/2024	T 4.00	4.00								0.00	Reviewing/responding Internal documents, electron c correspondence and book bag stuffing
<b>Total</b>	<b>61.00</b>	<b>53.00</b>	<b>7.00</b>	<b>0.00</b>	<b>1.00</b>	<b>0.00</b>	<b>11.00</b>	<b>0.00</b>	<b>8.00</b>	<b>19.00</b>	
Percent		0.869852	0.11475	0.00000	0.01639						
Unallocated	19.00	16.51	2.18	0.00	0.31						
Total	80.00	69.51	9.18	0.00	1.31						
Percent		0.869852	0.11475	0.00000	0.01639						

I hereby affirm that this is a true and complete statement of my hours charged in this period.

Employee Signature: *Dawn E. Bell* Date: 5/7/2024

Approving Authority Signature: *Dawn E. Bell* Date: 5/7/2024

For Official Use Only:  
 Check and Initial Once Reviewed & Entered into Pay Summary  
 ( ) Check and Initial Once Entered into PAR Roll-Up

ANNUAL LEAVE	
4/24/2024 AL Balance	145.00
This PP Accrual	8.00
This PP Usage	-11.00
5/7/2024 AL Balance	142.00

TOTAL SICK LEAVE	
4/24/2024 SL Balance	89.50
This PP Accrual	4.00
This PP Usage	-8.00
5/7/2024 SL Balance	85.50

PERSONAL SICK LEAVE	
FY21/22 PSL Balance	8.00
This PP Usage	-8.00
5/7/2024 PSL Balance	0.00

**LEAVE REQUEST FORM**

Name: Dawn E Bell

Date of Request: 4/12//2024

Date(s) / Time of Leave:

Leave Type (See Legend):

04/25 3 hours annual leave

04/26 4 hours annual leave

05/02 4 hours annual leave

05/03 4 hours personal sick leave

05/06 4 hours personal sick leave

11 hours annual leave / 8 hours personal sick leave

Approved: *Neckerson*

Date: 5/7/2024

Not Approved: \_\_\_\_\_

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

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AL: Annual Leave

SL: Sick Leave

PSL: Personal Sick Leave

Personnel Activity Report

EMPLOYEE NAME: **Dawn E. Bail** Chief Executive Officer  
 TITLE: **Chief Executive Officer**  
 PP Encl: **5/21/2024**  
 APPROVING AUTHORITY: **ELCNI Board**  
 TITLE: **N/A**

Date	# of Hours	97BBA	97D00	97DCS	97ADIA	Other	AL	SL	PSL	Justified Time	DAI / LOG
5/8/2024	5.00	5.00								0.00	Reviewing/responding Internal documents electron c correspondence and bag stuffing
5/9/2024	5.00	5.00								0.00	Reviewing/responding Internal documents electron c correspondence and bag stuffing
5/10/2024	3.00	3.00					3.00			3.00	Reviewing/responding Internal documents electron c correspondence and bag stuffing
5/11/2024	3.00	3.00								0.00	electronic correspondence
5/12/2024	2.00	2.00								0.00	electronic correspondence
5/13/2024	7.00	3.00	3.00		1.00					0.00	Reviewing/responding Internal documents electron c correspondence and bag stuffing
5/14/2024	10.00	4.00	4.00		2.00					0.00	Reviewing/responding Internal documents electron c correspondence and bag stuffing and travel to Orlando
5/15/2024	10.00	4.00	4.00		2.00					0.00	ED/DIE meeting and travel back from Orlando
5/16/2024	6.00	4.00	2.00							0.00	Reviewing/responding Internal documents electron c correspondence and bag stuffing
5/17/2024	3.00	3.00								0.00	Reviewing/responding Internal documents electron c correspondence and bag stuffing
5/18/2024	4.00	4.00								0.00	electronic correspondence
5/19/2024	4.00	4.00								0.00	electronic correspondence
5/20/2024	4.00	4.00					4.00			4.00	Reviewing/responding Internal documents electron c correspondence and bag stuffing
5/21/2024	7.00	3.00	3.00		1.00					0.00	Reviewing/responding Internal documents electron c correspondence and bag stuffing
Total	73.00	51.30	16.00	0.00	6.00	0.00	7.00	0.00	0.00	7.00	
Percent	7.90	4.89	1.753	0.00000	0.08219	0.00	0.58	0.00	0.00	0.58	
Total	80.30	55.89	17.53	0.00000	0.08219	0.00	6.58	0.00	0.00	6.58	
Percent	0.63863	0.21918	0.21918	0.00000	0.08219	0.00	0.08219	0.00	0.00	0.08219	

I hereby affirm that this is a true and complete statement of my hours changed in this period.

*Dawn E. Bail*  
 Employee Signature

5/21/2024  
 Date

*Christina A. ...*  
 Approving Authority Signature Date 5/21/2024

**ANNUAL LEAVE**

5/8/2024 AL Balance	142.00
This PP Accrual	8.00
This PP Usage	-7.00
5/21/2024 AL Balance	143.00

**TOTAL SICK LEAVE**

5/8/2024 SL Balance	85.00
This PP Accrual	4.00
This PP Usage	0.00
5/21/2024 SL Balance	89.00

**PERSONAL SICK LEAVE**

FY21/2 PSL Balance	0.00
This PP Usage	0.00
5/21/2024 PSL Balance	0.00

For Official Use Only:  
 Check and initial Once Reviewed & Entered into Pay System  
 Check and initial Once Entered in o PAR Roll-Up

**LEAVE REQUEST FORM**

Name: Dawn E Bell

Date of Request: 5/12/2024

Date(s) / Time of Leave:

Leave Type (See Legend):

05/10 3 hours annual leave

05/20 4 hours annual leave

7 hours annual leave

Approved: 

Date: 5/21/2024

Not Approved: \_\_\_\_\_

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- AL: Annual Leave
- SL: Sick Leave
- PSL: Personal Sick Leave

Personnel Activity Report

EMPLOYEE NAME: **DAWI E. Ball**  
 TITLE: **Chief Executive Officer**

PP ENCL: **5/4/2024**

APPROVING AUTHORITY: **ELC@Board**  
 TITLE: **N/A**

Date	# of Hours	*97BBA	*97006	W70CS	*97AD4	Other	AL	SL	PSL	Justified Time	DAWI LOG
5/22/2024	5.00	3.00	2.00							0.00	Reviewing/responding Internal documents
5/23/2024	2.00	2.00					2.00			2.00	Reviewing/responding Internal documents
5/24/2024	3.00	3.00					5.00			5.00	Reviewing/responding Internal documents
5/25/2024	4.00	4.00								0.00	electronic correspondence
5/26/2024	3.00	3.00								0.00	electronic correspondence
5/27/2024	0.00									8.00	Holiday
5/28/2024	6.00	3.00	3.00							0.00	
5/29/2024	6.00	3.00	3.00							0.00	
5/30/2024	3.00	3.00								5.00	Reviewing/responding Internal documents
5/31/2024	2.00	2.00					6.00			6.00	Reviewing/responding Internal documents
6/1/2024	3.00	3.00								0.00	electronic correspondence
6/2/2024	4.00	4.00								0.00	electronic correspondence
6/3/2024	5.00	5.00								0.00	Reviewing/responding Internal documents
6/4/2024	8.00	4.00	2.00				13.00	5.00	0.00	0.00	Reviewing/responding Internal documents
6/5/2024	54.00	42.00	10.00							26.00	
Percent	26.30	20.22	4.81	0.00000	0.03704	0.96					
Unpaid	80.30	62.22	14.81	0.00	2.96						
Total		0.27778	0.18519	0.00000	0.03704						

I hereby affirm that this is a true and complete statement of my hours charged in this period.

Employee Signature: *[Signature]* Date: 5/21/2024

Approving Authority Signature: *[Signature]* Date: 5/21/2024  
 For Official Use Only: Check and Initial Once Reviewed & Entered in Pay System  
 Check and Initial Once Entered in PAR 89-Up

ANNUAL LEAVE	
5/22/2024 AL Balance	143.00
This PP Accrual	8.00
This PP Usage	-13.00
6/4/2024 AL Balance	138.00

TOTAL SICK LEAVE	
5/22/2024 SL Balance	89.50
This PP Accrual	4.00
This PP Usage	-5.00
6/4/2024 SL Balance	88.50

PERSONAL SICK LEAVE	
FY21/22 PSL Balance	0.00
This PP Usage	0.00
6/4/2024 PSL Balance	0.00



**LEAVE REQUEST FORM**

Name: Dawn E Bell

Date of Request: 5/12//2024

Date(s) / Time of Leave:

Leave Type (See Legend):

05/23 2 hours annual leave

05/24 5 hours annual leave

05/30 6 hours annual leave

05/31 5 hours sick leave

17 hours annual leave / 6 hours sick leave

Approved: *Dawn E Bell*

Date: 6/4/2024

Not Approved: \_\_\_\_\_

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

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AL: Annual Leave

SL: Sick Leave

PSL: Personal Sick Leave

**STATE OF FLORIDA  
DEPARTMENT OF EDUCATION**

**TRAVEL VOUCHER**

**DAWN BELL**

P-CARD GROUP NAME  
(Required if Traveler has a P-Card)

TRAVELER  
PEOPLE'S FIRST ID OF SOCIAL SECURITY #  
Florida First ID number for employees and O's  
Full SSN for non-employees and contractors

OFFICE LOCATION (CITY)

CHECK ONE: OFFICER/EMPLOYEE NONEMPLOYEE IND. CONTRACTOR

RESIDENCE (CITY)

**Reimbursement of Travel Expenses**

DID TRAVELER RECEIVE AN ADVANCE PAYMENT FOR THIS TRAVEL:  Yes  No

BUILDING AND ROOM NUMBER

DATE	Travel Performed From Point of Origin to Destination	Purpose or Reason	Hour of Departure and Hour of Return	Per Diem	Meals	Actual Lodging Expenses	Transportation Amount	Map Mileage Claimed	Vicinity Mileage Claimed	Other Expenses
14-May	ELC Office to Orlando Home 2 Suites	DEILED meeting	10:30 AM	\$ 30.00				111.00		
5/15/2024	Orlando to ELC Office	DEILED meeting	7:30 p.m.	\$ 80.10				108.00		

Benefits for the State for Non-State Employees, Additional Justification or Notes for State Employees travel purpose:

DIV	BJR	SIFC	chrt-accd	GL CODE	OCA	AMOUNT	GRANT	Column Total	Column Total	Column Total	Column Total	Summary Total
						\$ 110.10		\$ 110.10		\$ 97.90		\$ 207.90
LESS ADVANCE RECEIVED												
LESS NON-REIMBURSABLE ITEMS INCLUDED ON PURCHASING CARD												
NET AMOUNT DUE TRAVELER(STATE)												\$ 207.90
Reimbursable plus P-Card travel expenses are more than the total estimated on the Travel Authorization Request, then approval from Agency Head/Designee and Budget is required:												
Agency/Head/Designee Initials:												
Budget Initials:												

I hereby certify or affirm that the above expenses were actually incurred by me as necessary traveling expenses in the performance of my official duties; attendance at a conference or convention was directly related to official duties of the agency; my meal or lodging included in a conference or convention registration fee has been deducted from this travel claim; and that this claim is true and correct in every material matter and same conforms in every respect with the requirements of Section 112.061, Florida Statutes.

TRAVELER'S SIGNATURE:

*Dawn*

SUPERVISOR'S SIGNATURE:

*MacKenna*

TRAVELER'S TITLE:

DATE:

SUPERVISOR'S TITLE:

2/12/2024

TRAVEL VOUCHER PREPARED BY:

PREPARER'S PHONE #

BUDGET APPROVAL BY:

INSTRUCTIONS FOR DOE EMPLOYEES ONLY: Please list all P-Card charges on back. Name and signature of traveler must be exactly as shown in People First.

STATE OF FLORIDA PURCHASING CARD CHARGES		STATE OF FLORIDA PURCHASING CARD		
Date	THIS SECTION REQUIRED TO BE COMPLETED ONLY WHEN TRAVEL RELATED EXPENSES ARE PAID BY USING THE STATE OF FLORIDA PURCHASING CARD	Merchant/Vendor	Description of Item Acquired	Amount of Charge
Provide Last 4 digits of P-Card Number: _____				
Total Reimbursable Items on Purchasing Card: \$ _____				

Date	THIS SECTION REQUIRED TO BE COMPLETED ONLY WHEN NON-REIMBURSABLE ITEMS WERE PURCHASED USING THE STATE OF FLORIDA PURCHASING CARD	Merchant/Vendor	Description of Item Purchased	Amount of Charge
Total (This amount must appear on the line "Less Non-Reimbursable Items Included on Purchasing Card" on the reverse side of this form.) \$ _____				

NAME OF FEDERAL OR STATE PROGRAM WHICH IS BEING CARRIED OUT: FOR EXAMPLE: TITLE I - DIFERENTIATED ACCOUNTABILITY, CARL PERKINS ACT, ETC:

**GENERAL INSTRUCTIONS**

Class A travel -- Continuous travel of 24 hours or more away from official headquarters.  
 Class B travel -- Continuous travel of less than 24 hours which involves overnight absences from official headquarters.  
 Class C travel -- Travel for short or day trips where the traveler is not away from his official headquarters overnight.

Breakfast --- when travel begins before 6 a.m. and extends beyond 8 a.m.  
 Lunch ----- when travel begins before 12 Noon and extends beyond 2 p.m.  
 Dinner ----- when travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during night-time hours due to special assignment.

NOTE: No allowance shall be made for meals when travel is confined to the city or town of official headquarters or immediate vicinity except assignments of official business outside the traveler's regular place of employment if travel expenses are approved and such special approval is noted on the travel voucher. Rates of per diem and meals shall be those prescribed by Section 112.501, Florida Statutes.

Non-reimbursable items may not be charged on the State of Florida Purchasing Card. Inadvertent non-reimbursable charges are to be deducted.

**Personnel Activity Report**

**EMPLOYEE NAME:** Dawn E. Bell      **Chief Executive Officer**

**PP End:** 6/18/2024

**APPROVING AUTHORITY:** ELCNF Board  
**TITLE:** N/A

Date	# of Hours	*STBA	*T000	*T005	*% ADM	Other	AL	SL	PSL	Indicated Time	DAILY LOG
6/8/2024	9.00	9.00								0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
6/8/2024	9.00	9.00								0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
6/7/2024	8.00	9.00								0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
6/6/2024	5.00	5.00								0.00	electronic correspondence
6/5/2024	3.00	3.00								0.00	electronic correspondence
6/4/2024	6.00	3.00								0.00	
6/3/2024	5.00	3.00								0.00	
6/2/2024	5.00	3.00								0.00	
6/1/2024	5.00	3.00								0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
6/4/2024	4.00	4.00					4.00			0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
6/3/2024	3.00	3.00								0.00	electronic correspondence
6/2/2024	0.00	0.00								0.00	electronic correspondence
6/1/2024	6.00	3.00								0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
6/1/2024	7.00	3.00								0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
6/1/2024	76.00	56.00	20.00	0.00	0.00	0.00	4.00	0.00	0.00	4.00	
<b>Total</b>		0.736842	0.26316	0.00000	0.00000						
Unallocated	4.00	2.95	1.05	0.00	0.00						
Total	80.00	58.95	21.05	0.00	0.00						
Percent		0.73684	0.26316	0.00000	0.00000						

I hereby affirm that this is a true and complete statement of my hours charged in this period.

Employee Signature: Dawn Bell      Date: 6/18/2024

Approving Authority Signature: D. Karsner      Date: 6/18/2024

For Official Use Only:  
 Check and Print Once Reviewed & Entered the Pay Summary  
 Check and Print Once Entered into PAR Roll-Up

**ANNUAL LEAVE**

6/5/2024 AL Balance	138.00
This PP Accrual	8.00
This PP Usage	-4.00
6/18/2024 AL Balance	142.00

**TOTAL SICK LEAVE**

6/5/2024 SL Balance	88.50
This PP Accrual	4.00
This PP Usage	0.00
6/18/2024 SL Balance	92.50

**PERSONAL SICK LEAVE**

6/21/22 PSL Balance	0.00
This PP Usage	0.00
6/18/2024 PSL Balance	0.00

**LEAVE REQUEST FORM**

**Name:** Dawn E Bell

**Date of Request:** 6/21/2024

**Date(s) / Time of Leave:**

**Leave Type (See Legend):**  
**06/14 4 hours annual leave**

4 hours annual leave

**Approved:** *Rebecca*

**Date:** 6/18/2024

**Not Approved:** \_\_\_\_\_

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

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- AL:** Annual Leave
- SL:** Sick Leave
- PSL:** Personal Sick Leave

**Personnel Activity Report**

**EMPLOYEE NAME:** Dawn E. Bell  
**TITLE:** Chief Executive Officer

**PP End:** 7/2/2024

**APPROVING AUTHORITY:** ELCNIF Board  
**TITLE:** N/A

Date	# of Hours	*7RBA	*7030	*70CS	*7PADM	Other	AL	SL	PSL	Unallocated Time	DAL V LOG
6/19/2024	8.00	6.00	2.00							0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
6/20/2024	8.00	5.00	2.00		1.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
6/21/2024	3.00	3.00								0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
6/22/2024	3.00	3.00								0.00	electronic correspondence
6/23/2024	3.00	3.00								0.00	electronic correspondence
6/24/2024	6.00	3.00	2.00		1.00					0.00	electronic correspondence
6/25/2024	5.00	3.00	2.00							0.00	
6/26/2024	6.00	3.00	3.00							0.00	
6/27/2024	3.00	3.00							5.00	5.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
6/28/2024	8.00	8.00								0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
6/29/2024	4.00	4.00								0.00	electronic correspondence
6/30/2024	3.00	3.00								0.00	electronic correspondence
7/1/2024	7.00	7.00							5.00	5.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
7/2/2024	3.00	3.00							10.00	10.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
<b>Total</b>	<b>70.00</b>	<b>57.00</b>	<b>11.00</b>	<b>0.00</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10.00</b>	<b>10.00</b>	
<b>Percent</b>	<b>10.00</b>	<b>8.14</b>	<b>1.57</b>	<b>0.00000</b>	<b>0.02857</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.43</b>	<b>1.43</b>	
<b>Unallocated</b>	<b>80.00</b>	<b>65.14</b>	<b>12.57</b>	<b>0.00000</b>	<b>0.02857</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2.29</b>	<b>2.29</b>	
<b>Total</b>	<b>180.00</b>	<b>122.14</b>	<b>24.57</b>	<b>0.00000</b>	<b>0.02857</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>12.29</b>	<b>12.29</b>	

I hereby affirm that this is a true and complete statement of my hours changed in this period.

Employee Signature

7/2/2024  
Date

Approving Authority Signature

7/2/2024  
Date

ANNUAL LEAVE	
6/19/2024 AL Balance	120.00
This PP Accrual	8.00
This PP Usage	0.00
7/2/2024 AL Balance	128.00

TOTAL SICK LEAVE	
6/19/2024 SL Balance	92.50
This PP Accrual	4.00
This PP Usage	-10.00
7/2/2024 SL Balance	86.50

PERSONAL SICK LEAVE	
7/24/25 PSL Balance	70.00
This PP Usage	-10.00
7/2/2024 PSL Balance	60.00

For Official Use Only:  
 Check and Initial Once Reviewed & Entered into Pay Summary  
 Check and Initial Once Entered into PAR Roll-Up

**LEAVE REQUEST FORM**

Name: Dawn E Bell

Date of Request: 5/12//2024

Date(s) / Time of Leave:

Leave Type (See Legend):

**07/02 5 hours personal sick leave**

**10 hours personal sick leave**

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Approved: 

Date: 7/02/2024

Not Approved: \_\_\_\_\_

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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- AL: Annual Leave
- SL: Sick Leave
- PSL: Personal Sick Leave

**Personnel Activity Report**

**EMPLOYEE NAME:** Dawn E. Bail  
**TITLE:** Chief Executive Officer

**PP End:** 7/16/2024

**APPROVING AUTHORITY:** ELCNF Board  
**TITLE:** N/A

Date	# of Hours	*7BBA	*7006	*70C5	*PADM	Other	AL	SL	PSL	Unallocated Time	DAILY LOG
7/3/2024	W 7.00	4.00	3.00							0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
7/4/2024	T 0.00					8.00				8.00	Holiday
7/5/2024	F 0.00					8.00				8.00	Holiday
7/6/2024	S 4.00	4.00								0.00	electronic correspondence
7/7/2024	S 4.00	4.00								0.00	electronic correspondence
7/8/2024	M 6.00	3.00	2.00							0.00	electronic correspondence
7/9/2024	T 6.00	2.00	2.00							0.00	
7/10/2024	W 6.00	3.00	3.00							0.00	
7/11/2024	T 7.00	3.00	4.00							0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
7/12/2024	F 4.00	2.00	2.00							0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
7/13/2024	S 3.00	3.00								0.00	electronic correspondence
7/14/2024	M 7.00	4.00	2.00							0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
7/15/2024	T 7.00	3.00	4.00							0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
7/16/2024	T 64.00	38.00	22.00	0.00	4.00	16.00	0.00	0.00	0.00	16.00	
Percent		0.59375	0.34375	0.00000	0.06250						
Unrecorded		9.50	5.50	0.00	1.00						
Total		80.00	47.50	27.50	5.00						
Percent		0.59375	0.34375	0.00000	0.06250						

I hereby affirm that this is a true and complete statement of my hours charged in this period.

Employee Signature: *Dawn Bail* Date: 7/16/2024

Approving Authority Signature: *Dawn Bail* Date: 7/16/2024

**ANNUAL LEAVE**

7/3/2024 AL Balance	128.00
This PP Accrual	8.00
This PP Usage	0.00
7/16/2024 AL Balance	136.00

**TOTAL SICK LEAVE**

7/3/2024 SL Balance	86.50
This PP Accrual	4.00
This PP Usage	0.00
7/16/2024 SL Balance	90.50

**PERSONAL SICK LEAVE**

FY24/25 PSL Balance	70.00
This PP Usage	0.00
7/16/2024 PSL Balance	70.00

**For Official Use Only:**  
 Check and Initial Once Reviewed & Entered into Pay Summary  
 Check and Initial Once Entered into PAR Roll-Up



**Personnel Activity Report**

EMPLOYEE NAME: **Dawn E. Bell** TITLE: **Chief Executive Officer**

PP End: **7/30/2024**

APPROVING AUTHORITY: **ELCNF Board**  
TITLE: **N/A**

Date	# of Hours	*PTBA	*PT00	*PTCS	*PADM	Other	AL	SL	PSL	Unallocated Time	DAILY LOG
7/17/2024	7.00	2.00	3.00		2.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
7/18/2024	6.00	3.00	3.00							0.00	
7/19/2024	4.00	4.00					4.00			4.00	electronic correspondence
7/20/2024	4.00	4.00								0.00	electronic correspondence
7/21/2024	4.00	4.00								0.00	electronic correspondence
7/22/2024	3.00	3.00								0.00	
7/23/2024	6.00	4.00	2.00							4.00	
7/24/2024	4.00	4.00								4.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
7/25/2024	5.00	3.00	2.00							0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
7/26/2024	6.00	6.00								0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
7/27/2024	5.00	5.00								0.00	electronic correspondence
7/28/2024	4.00	4.00								2.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
7/29/2024	5.00	2.00	3.00							3.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
7/30/2024	4.00		16.00		3.00	0.00	13.00	0.00	0.00	13.00	
<b>Total</b>	<b>67.00</b>	<b>48.00</b>	<b>16.00</b>	<b>0.00</b>	<b>3.00</b>	<b>0.00</b>	<b>13.00</b>	<b>0.00</b>	<b>0.00</b>	<b>13.00</b>	
<b>Percent</b>	<b>13.00</b>	<b>9.31</b>	<b>3.10</b>	<b>0.00</b>	<b>0.58</b>						
<b>Unallocated</b>	<b>80.00</b>	<b>57.31</b>	<b>19.10</b>	<b>0.00</b>	<b>3.58</b>						
<b>Total</b>	<b>80.00</b>	<b>0.71642</b>	<b>0.23881</b>	<b>0.00000</b>	<b>0.04478</b>						

I hereby affirm that this is a true and complete statement of my hours charged in this period.

Employee Signature: *Dawn E. Bell* Date: 7/30/2024

Approving Authority Signature: *Dickman* Date: 7/30/2024

For Official Use Only:  
 Check and Initial Once Reviewed & Entered into Pay Summary  
 Check and Initial Once Entered into PAR Roll-Up

**ANNUAL LEAVE**

7/17/2024 AL Balance	136.00
This PP Accrual	8.00
This PP Usage	-13.00
7/30/2024 AL Balance	131.00

**TOTAL SICK LEAVE**

7/17/2024 SL Balance	90.50
This PP Accrual	4.00
This PP Usage	0.00
7/30/2024 SL Balance	94.50

**PERSONAL SICK LEAVE**

7/24/25 PSL Balance	70.00
This PP Usage	0.00
7/30/2024 PSL Balance	70.00

**LEAVE REQUEST FORM**

**Name:** Dawn E Bell

**Date of Request:** 7/12//2024

**Date(s) / Time of Leave:**

**Leave Type (See Legend):**

**07/19 4 hours annual leave**

**07/24 4 hours annual leave**

**07/29 2 hours annual leave**

**07/30 3 hours annual leave**

\_\_\_\_\_

**13 hours annual leave**

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**Approved:** 

**Date:** 7/30/2024

**Not Approved:** \_\_\_\_\_

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

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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- AL:** Annual Leave
- SL:** Sick Leave
- PSL:** Personal Sick Leave

**Personnel Activity Report**

**EMPLOYEE NAME:** Dawn E. Boli  
**TITLE:** Chief Executive Officer

**PP End:** 8/13/2024

**APPROVING AUTHORITY:** ELCNF Board  
**TITLE:** N/A

Date	# of Hours	*7BBA	*71000	87DCS	*PPADM	Other	AL	SL	PSL	Unallocated Time	DAILY LOG
7/31/2024	4.00	2.00			2.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/1/2024	3.00	3.00					3.00			3.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/2/2024	4.00	4.00								0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/3/2024	4.00	4.00								0.00	electronic correspondence
8/4/2024	4.00	4.00								0.00	electronic correspondence
8/5/2024	7.00	3.00	2.00		2.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/6/2024	7.00	3.00	2.00		2.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/7/2024	7.00	3.00	3.00		1.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/8/2024	7.00	2.00	3.00		2.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/9/2024	6.00	6.00								0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/10/2024	5.00	5.00								0.00	electronic correspondence
8/11/2024	4.00	4.00								0.00	electronic correspondence
8/12/2024	6.00	2.00	3.00		1.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/13/2024	6.00	2.00	3.00		1.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
<b>Total</b>	<b>60.00</b>	<b>3.81</b>	<b>1.30</b>	<b>0.00</b>	<b>0.89</b>	<b>0.00</b>	<b>6.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6.00</b>	
<b>Unallocated</b>	<b>80.00</b>	<b>50.81</b>	<b>17.30</b>	<b>0.00</b>	<b>11.89</b>	<b>0.00</b>					
<b>Percent:</b>		<b>0.63514</b>	<b>0.21622</b>	<b>0.00000</b>	<b>0.14865</b>	<b>0.00</b>					

I hereby affirm that this is a true and complete statement of my hours charged in this period.

*Dawn Boli*  
 Employee Signature

8/13/2024  
 Date

*Dawn Boli*  
 Approving Authority Signature

8/13/2024  
 Date

For Official Use Only:  
 Check and Initial Once Reviewed & Entered into Pay Summary  
 Check and Initial Once Entered into PAR Roll-Up

**ANNUAL LEAVE**

7/31/2024 AL Balance	131.00
This PP Accrual	8.00
This PP Usage	-6.00
8/13/2024 AL Balance	133.00

**TOTAL SICK LEAVE**

7/31/2024 SL Balance	94.50
This PP Accrual	4.00
This PP Usage	0.00
8/13/2024 SL Balance	98.50

**PERSONAL SICK LEAVE**

7/24/25 PSL Balance	70.00
This PP Usage	0.00
8/13/2024 PSL Balance	70.00

**LEAVE REQUEST FORM**

**Name:** Dawn E Bell

**Date of Request:** 7/12/2024

**Date(s) / Time of Leave:**

**Leave Type (See Legend):**

**08/01 3 hours annual leave**

**08/02 3 hours annual leave**

6 hours annual leave

**Approved:** 

**Date:** 8/13/2024

**Not Approved:** \_\_\_\_\_

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

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- AL:** Annual Leave
- SL:** Sick Leave
- PSL:** Personal Sick Leave

**Personnel Activity Report**

**EMPLOYEE NAME:** Dawn E. Bell **PP End:** 8/27/2024 **APPROVING AUTHORITY:** ELCNF Board  
**TITLE:** Chief Executive Officer **TITLE:** N/A

Date	# of Hours	*78BA	*7000	*70CS	*PADM	Other	AL	SL	P/SL	Unallocated Time	DAILY LOG
8/14/2024	W 6.00	3.00	3.00							0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/15/2024	T 6.00	2.00	4.00							0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/16/2024	F 7.00	2.00	5.00							0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/17/2024	S 3.00		3.00							0.00	electronic correspondence
8/18/2024	S 3.00		3.00							0.00	electronic correspondence
8/19/2024	M 7.00	2.00	3.00		2.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/20/2024	T 6.00	2.00	2.00		2.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/21/2024	W 8.00	2.00	4.00		2.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/22/2024	T 8.00	2.00	5.00		1.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/23/2024	F 5.00	2.00	3.00							0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/24/2024	S 4.00		4.00							0.00	electronic correspondence
8/25/2024	S 4.00		4.00							0.00	electronic correspondence
8/26/2024	M 7.00	2.00	3.00		2.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
8/27/2024	T 6.00	2.00	3.00		1.00					0.00	Reviewing/responding Internal documents, electronic correspondence and book bag stuffing
<b>Total</b>	<b>80.00</b>	<b>29.00</b>	<b>41.00</b>	<b>0.00</b>	<b>10.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Percent</b>	<b>0.3625</b>	<b>0.5125</b>	<b>0.5125</b>	<b>0.00000</b>	<b>0.12500</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	

I hereby affirm that this is a true and complete statement of my hours charged in this period.

*Dawn Bell*  
 Employee Signature 8/27/2024  
 Date

*Dawn Bell*  
 Approving Authority Signature 8/27/2027  
 Date

**For Official Use Only:**  
 Check and Initial Once Reviewed & Entered into Pay Summary  
 Check and Initial Once Entered into PDR Roll-Up

ANNUAL LEAVE	
8/14/2024 AL Balance	131.00
This PP Accrual	8.00
This PP Usage	0.00
8/27/2024 AL Balance	139.00

TOTAL SICK LEAVE	
8/14/2024 SL Balance	94.50
This PP Accrual	4.00
This PP Usage	0.00
8/27/2024 SL Balance	98.50

PERSONAL SICK LEAVE	
FY24/25 PSL Balance	70.00
This PP Usage	0.00
8/27/2024 PSL Balance	70.00

**Early Learning Coalition of North Florida, Inc.**  
**BOARD MEETING**  
**Renaissance World Golf Village Convention Center, Legends 3 Meeting Room**  
**St. Augustine, FL 32092**  
**May 8, 2024**  
**10:30 a.m.**

**ATTENDANCE**

**Members Present:**

Dr. Myrna Allen - Secretary  
Cassandra Bloom  
Vina Delcomyn - Vice Chair  
Brian Graham  
Mary Ann Holanchock  
Robyn Jernigan  
Michelle Jonihakis  
Theresa Little  
Marsha Peacock  
Aubrie Simpson-Gotham, Interim Chair  
Jessica Stallings  
Renee Williams

**Staff Present:**

Dawn Bell, Chief Executive Officer  
Marie Hanson, Office Manager  
Tajaro Dixon, Grants and Operations Manager  
Christopher Spell, Finance Manager  
Kelly Pearsall-Ruiz – Finance Assistant

**Members Absent:**

Leslie Barstow  
Ronald Coleman  
Patricia Dorsey  
Krista Joseph  
Brian McElhone  
Shannon Shontz-Phillips  
Michael Siragusa

**Others Present:**

Teresa Matheny, ECS  
Rebecca Huth, ECS

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**CALL TO ORDER/ROLL CALL**

A. Simpson-Gotham, Interim Chair, called the meeting to order at 10:34 am. M. Hanson took roll; quorum was met with 12 of the 20 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. Delegation items are included in the Board packet to all Board Members. There were no discussion or questions on the items reviewed.

## **APPROVAL OF THE DELEGATION OF AUTHORITY ITEMS\***

- 1.** M. Holanchock motioned to approve the Delegation of Authority Items as presented. R. Williams seconded the motion. No discussion. Motion passed unanimously.

## **APPROVAL OF DECEMBER 6, 2023 BOARD MEETING MINUTES\***

- 2.** M. Holanchock motioned to approve the December 6, 2023 Board Meeting Minutes as presented. J. Stallings seconded the motion. No discussion, motion passed unanimously.

## **NEW/UNFINISHED BUSINESS**

### **A. APPROVAL OF THE PRELIMINARY ELCNF BUDGET FOR 2024/2025\***

The preliminary budget is an estimate of expected expenses for the upcoming year. At this point, we have not received our Notice of Award for FY 2024-25, but are required to operate within a Board approved budget.

- 3.** M. Peacock motioned the approval of the preliminary ELCNF 2024/2025 Budget. J. Stallings seconded the motion. No discussion, motion passed unanimously.

### **B. APPROVAL OF REVISIONS TO THE 2023-2024 BUDGET FOR ELCNF 2/01/2024\***

On Feb 1, The Division of Early Learning sent a revision to the Notice of Award for the 2023-2024 Grant Year. Compared to our previously approved budget this revision reflects the actual NOA for FY2023-24.

The allocation of these funds between ECS and ELCNF has been agreed to by both entities.

- 4.** M. Holanchock motioned to approve the revisions to the 2023-2024 Budget 2/01/2024 for Early Learning Coalition of North Florida. C. Bloom seconded the motion. No discussion, motion passed unanimously.

### **C. APPROVAL FOR CEO DAWN E. BELL TO MOVE FUNDS AS NEEDED TO FULLY UTILIZE THE GRANT FUNDS\***

The CEO requires authority to move Grant funds from one category to another as needed to make full use of the Grant funds.

- 5.** J. Stallings motioned to approve CEO Dawn E. Bell to move funds as needed to fully utilize the grant funds. R. Williams seconded the motion. No discussion, motion passed unanimously.

### **D. APPROVAL FOR CEO DAWN E. BELL TO APPROVE, SIGN AND SUBMIT THE DEL GRANT AGREEMENT\***

The CEO needs authority to approve, sign and submit the annual DEL Grant Agreement. The Grant needs to be signed, approved and submitted before the beginning of the new fiscal year.

- 6.** R. Williams motioned to approve CEO Dawn E. Bell to approve, sign and submit the DEL Grant Agreement. M. Peacock seconded the motion. No discussion, motion passed unanimously.

**E. APPROVAL OF CEO DAWN E. BELL TO ALLOCATE FUNDING FOR ANY LAST MINUTE JUNE NOTICE OF AWARD\***

The CEO needs authority to authority to allocate funding to Episcopal Children's Services without a board-approved contract amendment for any last minute June Notice of Award from Del. Instead, email documentation would be made part of the contract files.

- 7.** R. Williams motioned to approve CEO Dawn E. Bell to allocate funding for any last minute June Notice of Award. C. Bloom seconded the motion. No discussion, motion passed unanimously.

**F. APPROVAL OF 2022-2024 SCHOOL READINESS PLAN AMENDMENT #06\***

The following School Readiness Plan Attachments were revised:

Annual Updates:

- Attach V A ELC 2425 Monitoring Schedule 031224
- Attach V A ELC 2425 ECS Monitoring Plan narrative 031224

- 8.** M. Allen motioned the approval of the 2022-2024 School Readiness Plan Amendment #06. V. Delcomyn seconded the motion. No discussion, the motion passed unanimously.

**G. APPROVAL OF EPISCOPAL CHILDREN'S SERVICES 2024/2025 PRIMARY SERVICE PROVIDER CONTRACT\***

Episcopal Children's Services won the 2022/2023 RFP (Request for Proposals) and this is the contract for their third year of that award.

In addition, the Coalition has been satisfied with Episcopal Children's Services (ECS) performance in all prior years.

- 9.** J. Stallings motioned the approval of the Episcopal Children's Services 2024/2025 Primary Service Provider Contract. V. Delcomyn seconded the motion. No discussion, the motion passed unanimously.



## **H. APPROVAL OF THE ACCOUNTING AND FINANCIAL POLICIES AND PROCEDURES REVISIONS\***

These revisions are from the annual review of policies:

F202 – Administration of Grants and Federal Awards, added language that the full board will approve acceptance of all grants except the annual grant agreement with DEL, noting the agreement does not allow for any changes or negotiations.

F305 – Accounts Payable Management, changed that the Purchase Request Log is to be maintained and reviewed monthly (instead of bi-weekly) by the Office Manager to determine which, if any, invoices have not been paid.

F306 – Travel and Business Expenses, revised room/lodging daily rate from \$175 to \$225 (per FDOE Travel Policy revised 07/01/23)

F705 – Record Retention added that the Coalition shall maintain written or electronic documentation per the State of Florida General Records Schedule GS1-SL for State and Local Government Agencies.

**10.** J. Stallings motioned the approval of the Accounting and Financial Policies and Procedures Revisions. M. Holanchock seconded the motion. No discussion, the motion passed unanimously.

## **I. APPROVAL OF THE REVISIONS TO THE COALITION'S CONTRACT MANAGEMENT AND MONITORING POLICIES AND PROCEDURES\***

Revisions from annual review of policies:

CM302 – Contract Requirements,

- added a note regarding contract disclosures that are NOT required for indirect cost contracts (reference DEL Memo April 14, 2022 “Application of federal Uniform Grant Guidance to indirect costs of an Early Learning Coalition”)
- added under ‘Right to Audit’ section language to this contract clause allowing for unilateral cancelation for refusal by the contractor to allow public access to all documents in conjunction with the contract, unless the records are exempt. (Reference DEL Program Guidance 240.23)

CM801 – Contract Closeout, added language to ‘Fiscal Closeout’ section that any funds returned for failure to perform may be expended only in direct support of the program from which the agreement originated. (Reference DEL Program Guidance 240.23)

**11.** V. Delcomyn motioned the approval of the Revisions to the Coalition’s Contract Management and Monitoring Policies and Procedures. M. Peacock seconded the motion. No discussion, the motion passed unanimously.

## **J. APPROVAL OF THE REVISIONS TO THE COALITION'S INFORMATION TECHNOLOGY SYSTEMS AND SECURITY POLICIES\***

The following policies had revisions from annual review with new IT Vendor, IVenture, and revisions from new DOE IT regulations:

### IT101 – General Scope,

- Deleted DEL IT Security policy 5.05 references
- Added DOE IT Security reference Chapter 60GG-2 FAC State of Florida Cybersecurity Standards

### IT201 – Use of Coalition IT Property,

- Deleted that the Office Manger monitors antivirus software
- Added employees are prohibited from accessing networks or databases from home if their personal computing devices do not meet the antivirus software requirements updated and monitored by antivirus protection by IT Vendor
- Changed IT Vendor will 'verify' (from 'watch') hard drive shredding

### IT301 – IT Vendor Management/System Performance Monitoring,

- Clarified IT Vendor is responsible for 'connectivity' to databases, printers, scanners, etc.
- Added IT Vendor provides secure remote access for organization-issued devices only
- Changed monthly backup and recovery testing will be documented on each monthly report (instead of invoice)

### IT302 - User Management,

- Changed DEL's data security agreement to DOE's AUP form (Acceptable Use Policy form)
- Added DOE's new employee training requirements and annually thereafter

### IT303 - Access and Security,

- Changed DEL's data security agreement to DOE's AUP form (Acceptable Use Policy form)
- Deleted DEL IT Security policy 5.05 references
- Added DOE IT Security reference Chapter 60GG-2 FAC State of Florida Cybersecurity Standards
- Changed password requirements from previous DEL's policy to current DOE policy
- Changed frequency of changing passwords from 60 days to 90 days
- Changed lock out times from 10 minutes to 15 minutes
- Deleted IT Vendor will do remote wipes (remote wipes will be done, but may not necessarily be done by IT Vendor)
- Deleted IT Vendor alert system would be by email
- Updated Information Security DEL email address

### IT401 – Backup Systems and Storage,

- Changed monthly backup and recovery testing will be documented on each monthly report (instead of invoice)

**12.** R. Williams motioned the approval of the Revisions to the Coalition's Information Technology Systems and Security Policies and Procedures Manual. M. Jonihakis seconded the motion. No discussion, the motion passed unanimously.

## **K. APPROVAL OF THE REVISIONS TO THE COALITION'S PROCUREMENT OF COMMODITIES AND/OR CONTRACTUAL SERVICES POLICIES AND PROCEDURES MANUAL\***

These revisions are following annual review of policies:

PR401 – What to Consider When Procuring updated CMBE website link.

PR402 - Types of Procurements,

- Added the term “shopping basket” to the ‘routine office supply list’ type of small purchases.
- Added that a ‘single response’ to a competitive bid is known as an ‘exceptional procurement and requires DEL prior approval for contracting (per Finance Director’s ‘Office Hours’ Procurement Meeting 01/16/24 and DEL Program Guidance 240.23).
- Added two types of procurement to the “Noncompetitive Procurement” section – Specific Appropriations and Request for Information (per DEL Program Guidance 240.23).
- Added language to ‘State Term Contracts’ section and corrected website link address (from DEL 12/12/23 email and per DEL Program Guidance 240.23).
- Added language and references to regulations in the “Single/Sole Source Procurement’ section.
- Corrected steps from ‘DOE’ to ‘Coalition’ (will perform) in ‘Single Source Procurement PROCEDURES’ section.
- Add that DEL prior approval is required in the ‘Emergency Procurement’ section (and regulation reference).
- Updated the list in the ‘Regulated Exempted Services Procurement’ section (per DEL Program Guidance 240.23).
- Added two sections to end of policy under ‘Noncompetitive Procurement’ section, with descriptions – ‘Specific Appropriations’ and ‘Request for Information (RFI) (per DEL Program Guidance 240.23).

**13.** V. Delcomyn motioned the approval of the Revisions to the Coalition’s Procurement of Commodities and/or Contractual Services Policies and Procedures Manual. C. Bloom seconded the motion. No discussion, the motion passed unanimously.

**L. APPROVAL OF WEB/MARKETING CONSULTING CONTRACT WITH CREATIVE TYPES/AMY LYN D’ALESIO FOR 2024-2025\***

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.

**14.** M. Jonihakis motioned to approve the Web/Marketing Consulting Contract with Creative Types/Amy Lyn D’Alesio for 2024-2025. M. Holanchock seconded the motion. No discussion, the motion passed unanimously.

**M. APPROVAL OF SENDING FOUR BOARD MEMBERS TO THE NATIONAL SUMMIT ON EDUCATION 2024 IN OKLAHOMA CITY\***

The National Summit is a great opportunity for the Board to learn about new concepts in education and to bring ideas back to the ELC North Florida Board for implementation in our six county region.

- 15.** C. Bloom motioned the approval to send four Board members to the National Summit on Education 2024 in Oklahoma City. M. Jonihakis seconded the motion. No discussion the motion passed unanimously.

**N. Approval of the 2024-2025 Meeting Schedule \***

R. Williams noted a typo to be corrected on the schedule for the March 2025 meeting date.

- 16.** R. Williams motioned the approval of the 2024-2025 Meeting Schedule with the corrected March 2025 date. V. Delcomyn seconded the motion. No discussion, the motion passed unanimously.

**O. 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 M. Hanson no later than August 10, 2024, preferably returned electronically. This evaluation assists the staff in their continued strive to be a model Coalition as well as a non-profit that community partners enjoy serving and assures the Board that we are fulfilling each and every board members expectation.

**COMMITTEE REPORTS**

**A. Executive Administrative Committee**

1. Ratify Approval of the 2022-2023 Audit \*
2. Ratify Approval of the Episcopal Children's Services 2023/2024 Contract Amendment #0003-23\*
3. Ratify Approval of the Revisions to the Coalition's Operational Policies and Procedures\*
4. Ratify Approval of the Revisions To The Collation's Personnel Policies and Procedures Manual\*
5. Ratify Approval of the Coalitions 2024-2025 COOP (Continuity of Operation Plan)\*
6. Ratify Retro Approval of the Early Learning Coalition North Florida Website Upgrade by Creative Types\*

**B. Approval of March 6, 2024 Executive Admin Meeting\***

- 17.** J. Stallings motioned CONSENT APPROVAL of the Executive Administrative Committee votes and minutes for the March 6, 2024 meeting. R. Williams seconded the motion. No discussion, the motion passed unanimously.

## **STAFF REPORTS**

### **CEO Report-Verbal**

D. Bell updated the Board on the Association of Early Learning Coalition meeting with the DEL and a brief discussion followed on match funding for those parents in need.

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

#### Desk Reviews and Audits

Our annual DEL monitoring occurred in the last week of January. Have received the preliminary report and have provided additional information and are waiting on the final report to be issued. The Jul 23 – Dec 23 desk is currently in progress. We have provided all of the requested backup to DEL, but have not received a final report. We do not expect any issues. The external audit has been completed and final audit has been issued.

#### Q3 Financial Statements (see attachment)

Attached are the Q3 financial statements for FY23-24. We currently have a small year-to-date loss due to timing of the receipt of miscellaneous donations. Grant expenses are less than anticipated at this time and in direct proportion to the reduction in grant revenue.

#### Targets and Restrictions

VPK Admin percentage is currently 3.6% which is less than our target of 4%. SR Administration percentage is currently 4.0% which is less than our target of 5%. ARPA admin percentage is currently 3.5% which is less than our target of 5%.

<b>Early Learning Coalition of North Florida</b>				
<b>FY 2023-2024</b>				
<b>As of March 31, 2024</b>				
	<b>7/1/2023</b>		<b>3/31/2024</b>	<b>Favorable</b>
<b>Notice of Awards</b>	<b>Annual Budget</b>	<b>Q3 Budget</b>	<b>Q3 Actual</b>	<b>(Unfavorable)</b>
School Readiness (SR)	\$ 24,523,644	\$ 18,392,733	\$ 16,795,769	\$ (1,596,964)
CRRSA	1,279,153	\$ 959,365	0	(959,365)
ARPA	13,155,584	\$ 9,866,688	9,533,002	(333,686)
Voluntary PreKindergarten (VPK)	18,133,727	\$ 13,600,295	14,562,816	962,521
<b>Total Notice of Award</b>	<b>\$ 57,092,108</b>	<b>\$ 42,819,081</b>	<b>\$ 40,891,588</b>	<b>\$ (1,927,493)</b>
<b>Subrecipient Expense</b>				
School Readiness (SR)	\$ 23,379,075	\$ 17,534,306	\$ 16,055,720	\$ 1,478,586
CRRSA	\$ 1,279,153	\$ 959,365	\$ -	959,365
ARPA	\$ 13,155,584	\$ 9,866,688	\$ 9,533,002	333,686
Voluntary PreKindergarten (VPK)	\$ 18,028,296	\$ 13,521,222	\$ 14,516,132	(994,910)
<b>Total Subrecipient Expense</b>	<b>\$ 55,842,108</b>	<b>\$ 41,881,581</b>	<b>\$ 40,104,855</b>	<b>\$ 1,776,726</b>
<b>Grant Funds Available to ELC of North FL</b>	<b>\$ 1,250,000</b>	<b>\$ 937,500</b>	<b>\$ 786,733</b>	<b>\$ (150,767)</b>
<b>Other Donations and Revenue</b>				
Interest Income	\$ 600	\$ 450	\$ 738	\$ 288
Quality Teacher's Conference	\$ 6,000	\$ 6,000	\$ 6,177	177
United Way Match due to ECS		\$ -	\$ -	0
Miscellaneous Donations	\$ 3,500	\$ 2,625	\$ 1,623	(1,002)
<b>Total Revenues</b>	<b>\$ 1,260,100</b>	<b>\$ 946,575</b>	<b>\$ 795,271</b>	<b>\$ (151,304)</b>
<b>ELC of North Florida Estimated Expense</b>				
Salaries	\$ 615,000	\$ 461,250	\$ 420,911	\$ 40,339
PR Taxes	\$ 65,000	\$ 48,750	\$ 32,033	16,717
Health Insurance & HSA Contributions	\$ 150,000	\$ 112,500	\$ 81,217	31,283
Pension	\$ 50,000	\$ 37,500	\$ 22,275	15,225
Life, Disability, and WC	\$ 18,000	\$ 13,500	\$ 5,767	7,733
Staff Development	\$ 10,000	\$ 7,500	\$ 8,833	(1,333)
Contract Services	\$ 15,000	\$ 11,250	\$ 2,500	8,750
Auditing	\$ 15,000	\$ 11,250	\$ 14,950	(3,700)
Legal	\$ 500	\$ 375	\$ -	375
Printing & Reproduction	\$ 2,000	\$ 1,500	\$ -	1,500
Repairs & Maintenance	\$ 1,000	\$ 750	\$ -	750
Office Sites - Occupancy	\$ 70,000	\$ 52,500	\$ 38,292	14,208
Postage, Freight & Delivery	\$ 4,000	\$ 3,000	\$ 295	2,705
Rentals - Office Equipment	\$ 6,000	\$ 4,500	\$ 2,089	2,411
Office Supplies	\$ 12,000	\$ 9,000	\$ 6,510	2,490
Communications	\$ 22,000	\$ 16,500	\$ 15,365	1,135
D & O Insurance	\$ 2,700	\$ 2,025	\$ 3,342	(1,317)
General Liability	\$ 8,700	\$ 6,525	\$ 11,328	(4,803)
Equipment <\$5000	\$ 4,500	\$ 3,375	\$ 3,782	(407)
Equipment >\$5000	\$ 4,000	\$ 3,000		3,000
Travel - In State	\$ 8,000	\$ 6,000	\$ 4,313	1,687
Travel - Out of State	\$ 6,000	\$ 4,500	\$ 6,584	(2,084)
Travel - Local	\$ 7,000	\$ 5,250	\$ 4,329	921
Bank Fees	\$ 500	\$ 375	\$ 25	350
Software/Licenses/Support	\$ 22,400	\$ 16,800	\$ 7,698	9,102
Web Service	\$ 45,000	\$ 33,750	\$ 46,713	(12,963)
Other employee expenditures	\$ 4,000	\$ 3,000	\$ 90	2,910
ADP Fees	\$ 9,000	\$ 6,750	\$ 4,758	1,993
Dues & Subscriptions	\$ 15,000	\$ 11,250	\$ 12,078	(828)
Taxes, Licenses and Fees	\$ 800	\$ 600	\$ 220	380
Misc. - Other Current Charges	\$ 9,000	\$ 6,750	\$ 9,109	(2,359)
Quality Program	65,000	48,750	33,065	15,685
<b>Total ELC North Florida Estimated Expense</b>	<b>1,267,100</b>	<b>950,325</b>	<b>798,471</b>	<b>151,854</b>
<b>Surplus or (Loss)</b>	<b>\$ (7,000)</b>	<b>\$ (3,750)</b>	<b>\$ (3,200)</b>	<b>\$ 550</b>

Early Learning Coalition of North Florida		
<b>DRAFT</b>		
<b>Balance Sheet</b>		
<b>As of March 31, 2024</b>		
<b>ASSETS</b>		
Cash, Operating	\$	4,175,570
Cash, Money Market		62,357
Petty Cash		200
Deposits		850
DEL Receivable		3,688,589
Prepaid Expense		350
Equipment		6,498
Less: Accumulated Depreciation		(6,498)
<b>TOTAL ASSETS</b>	\$	<b>7,927,916</b>
<b>LIABILITIES</b>		
Episcopal Children's Services Payable	\$	4,365,971
DEL Advance Payable		3,667,296
Interest due to OEL		53,742
Other AP		1,037
Accrued Vacation		25,774
Accrued Employee Benefits		428
<b>TOTAL LIABILITIES</b>	\$	<b>8,114,248</b>
Net Assets @06/30/2023		(183,132)
Net change YTD@ 03/31/2024		(3,200)
<b>Total Liabilities and Net Assets</b>	\$	<b>7,927,916</b>

## SECOND AND THIRD QUARTER PROGRAM UPDATE

T. Dixon's report included a special recognition of ECS employee Rebecca Huth, Inclusion Specialist, who goes above and beyond to assist families.

T. Dixon presented the 2<sup>nd</sup> and 3<sup>rd</sup> quarter program per the following:

### **2023/2024 Second Quarter Program Update and Quality Assurance Activities**

#### *Coalition Activities:*

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- The Coalition/Episcopal Children's Services 2022/2023 Contract closed-out on schedule and with no issues.
- Coalition staff started their annual review of Information Technology Policies and Procedures and anti-virus refresher trainings. This included a new mandatory training from DOE.
- DEL released School Readiness updated program guidance for 23/24, and the Coalition was able to make all needed updates for the second quarter monitoring period.
- Coalition staff completed the annual review and updates of the CEO Succession Plan Handoff Report.
- Coalition staff completed the annual review of all administrative policies for any needed updates. This included a complete IT policy review with our new vendor, 'iVenture'.
- Coalition and ECS staff attended the AELC (Association of Early Learning Coalitions) Leadership Conference the week of October 16, 2023 in Daytona.

#### *Episcopal Children's Services (ECS) Contract Monitoring:*

The 2023/2024 First Quarter Monitoring was performed November 3-17, 2023. This monitoring included all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review were the Annual Data Security Systems Review and ARPA Provider Application Monitoring. From this review, there were six compliance issues. These required corrections during and following the monitoring, as well as staff refresher training sessions. The staff trainings were held and corrections were made before the final report.

The 2023/2024 Second Quarter Monitoring was scheduled for February 12-26, 2024. This monitoring included all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review were the Data Security Systems Updates, SR Plan Compliance: III.A. CCRR and School Age Care, DEL Scorecard: CCRR, ARPA Provider Application Monitoring, and Fiscal Non-direct Costs (1<sup>st</sup> and 2<sup>nd</sup> quarters combined).



## **2023/2024 Third Quarter Program Update and Quality Assurance Activities**

### ***Coalition Activities:***

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- The Division of Early Learning (DEL) Fiscal Monitoring occurred January 29 – February 1, 2024. This is in the Draft Report stage as of today's date.
- Coalition staff completed their annual review of Information Technology Policies and Procedures and anti-virus refresher trainings. This included a new mandatory training from DOE. (This was completed January 17, 2024.)
- Coalition staff completed the annual review of all administrative policies for any needed updates. This included a complete IT policy review with our new vendor, 'iVenture'. All revisions were sent to DEL for 'preview' January 18, 2024. As of the date of this report, we are still awaiting their responses. We are hoping to receive their responses in time to include the revisions in today's board packet.
- The 2024/2025 Sub-recipient Contract Monitoring Schedule and Narrative Plan were completed and will be submitted as part of the School Readiness Plan 22/24 Amendment #6, after today's board approval.
- The Episcopal Children's Services contract renewal process for 2024/2025 began during third quarter.

### ***Episcopal Children's Services (ECS) Contract Monitoring:***

The 2023/2024 Second Quarter Monitoring was performed February 12-26, 2024. This monitoring included all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review were the Data Security Systems Updates, SR Plan Compliance: III.A. CCRR and School Age Care, DEL Scorecard: CCRR, ARPA Provider Application Monitoring, and Fiscal Non-direct Costs (1<sup>st</sup> and 2<sup>nd</sup> quarters combined). From this review, there were four compliance issues. These required corrections during the monitoring, and staff refresher training sessions. The staff trainings were held and corrections were made before the final report.

The 2023/2024 Third Quarter Monitoring is scheduled for May 13-24, 2024. This monitoring will include all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review will be Data Security Systems Updates, Personnel Records, DEL Scorecard: Background Screenings, and ARPA Provider Application Monitoring.

*ALL full reports are available upon request.*

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

No Comments

## **Board Absenteeism Log – INFORMATIONAL**

No comments

## **Board Comment**

A. Simpson-Gotham led a brief discussion on how many children are served in all of the counties ELC covers.

## **Next Meetings**

- Wednesday, June 26, 2024, 10:30 a.m. – Exec/Admin Committee Zoom Call Meeting
- Wednesday, September 11, 2024, 10:30 a.m. – ANNUAL Board Meeting, Renaissance World Golf Village Restore and Convention Center

## **Adjournment\***

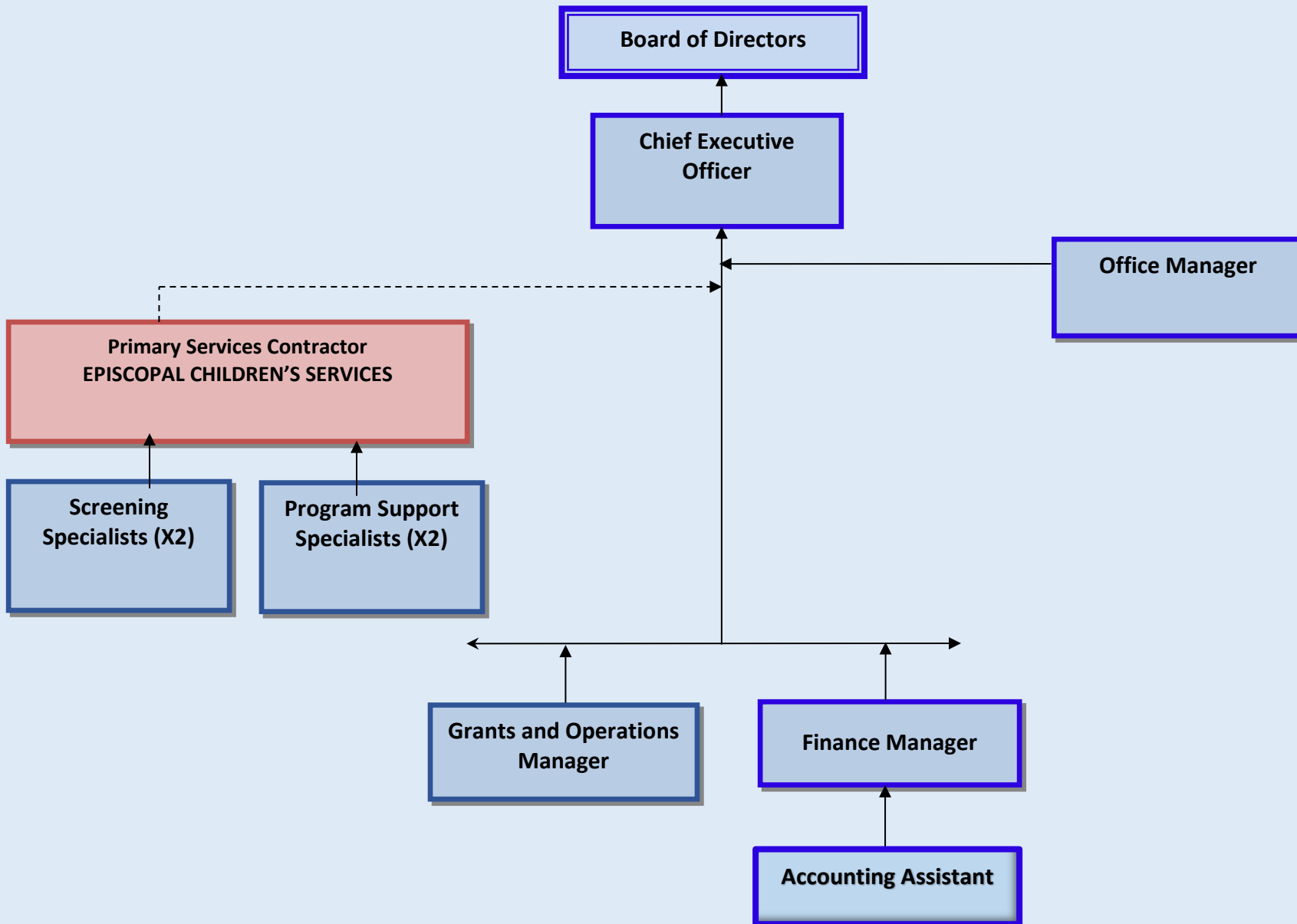
- 18.** V. Delcomyn motioned to adjourn the meeting at 11:36. J. Stallings seconded the motion. No discussion, the motion was unanimously approved.

**Minutes submitted by: M. Hanson, Office Manager, May 8, 2024**

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	RETRO-Approval/Approval of 2022-24 School Readiness Plan Amendment #09
<b>Reason for Recommended Action</b>	<p>The following School Readiness Plan Attachment was revised:</p> <p><u>Update:</u></p> <ul style="list-style-type: none"> <li>• RETRO-Approval of Attach I B ELC Org Chart 070124 – was revised to reflect the Coalition Organizational Structure as of July 1, 2024.</li> <li>• Approval of Attach II F ESD_A_1_Screening_Inclusion_Policies_Proc 020123 rev 061224 – revisions are to increase reminders to providers regarding the requirement to complete ASQs, thereby increasing the overall compliance.</li> </ul> <p><b><u>If this is not done, the following would occur:</u></b></p> <ul style="list-style-type: none"> <li>• The Coalition’s School Readiness Plan would not be properly updated (for revised structure) and in compliance with DEL.</li> <li>• The Coalition’s Child Screening policy would not have improved measures to reach compliance.</li> </ul>
<b>How the Action will be accomplished</b>	RETRO-Approval/Approval, then DEL Approval.

# ORGANIZATIONAL CHART



Effective: July 1, 2024

## Screening Policies

ECS will follow requirements as set forth in 6M-4.720. A developmental screening shall be conducted for each child aged six (6) weeks to 60 months with parental consent. The parent of a child enrolled in the School Readiness program may consent or decline to have his or her child screened within the single statewide information system (SSIS).

- Coordinate with parents and providers to complete an initial screening for each child, aged six (6) weeks to age of 60 months. Children shall be screened no later than 45 calendar days after child's first enrollment in the School Readiness program or Enrollment after being terminated or withdrawn from the School Readiness program. If a child, aged six weeks to age 60 months, is again enrolled in the School Readiness program after prior termination or withdrawal that is less than 12 months from initial enrollment, the coalition must determine if the child has been screened in accordance with the subsequent screening intervals identified in paragraph (2)(c), no later than 45 calendar days after subsequent enrollment.
- Coordinate with parents and providers for subsequent screenings to be completed annually at redetermination.
  - Initial and subsequent screenings conducted by the parent shall be completed within the first five (5) calendar days of the enrollment or redetermination. Screenings not completed by the parent are transferred to the provider for completion.
  - Screenings conducted by the provider or coalition shall be completed within forty-five (45) calendar days of the screening start date.
  - The coalition shall make staff persons available to assist parents during the screening, if requested. Screening results shall be available to each parent no later than 15 calendar days after the screening due date.
  - Screening results without concerns shall be available to each parent upon completion of the developmental screening within the SSIS.
  - Staff will provide screening results with concerns in writing to each child's parent via email that guides them to the results in EFSM. Staff will be available to explain screening results, if requested by a parent.

Screening Tool(s) used will meet requirements set forth in 6M-4.720. Current tool(s) used: Ages and Stages Questionnaire and Ages and Stages Questionnaire Social- Emotional.

### Early Identification and Referral:

Concern identification and analysis will be conducted for children who show concerns on screening results. Intervention practices will be initiated to meet requirements in 6M-4.720. Intervention practices will be initiated no later than 30 calendar days after receipt of the screening results that show concern. Concerns will be identified by the screening tool, an action/intervention plan will be developed and emailed to the guardian and/or provider as necessary. Follow up will occur 6 months out from the intervention plan being emailed to inquire as to whether guardian is satisfied with child's progress or whether a referral is requested at that time.

## Screening/Inclusion Procedures

- Important Dates:
  - Children shall be screened no later than 45 days after first enrollment in SR, enrollment after being terminated or withdrawn from the SR program (if less than 12 months from initial enrollment, check to see if child already has screening in EFSM)
  - Parents should complete screening within the first 5 calendar days of enrollment/redetermination; if not completed, the screening moves to provider portal. Parent has 5 days to complete either or both screenings (unless opting out of SE or deferring either screening to the provider). If parent does not complete screening within 5 days or defers screening, provider is required to complete applicable screenings.
  - Screening results shall be available to each parent no later than 15 calendar days after the screening due date.
  - “Intervention practices” shall be initiated no later than 30 calendar days after receipt of the screening results for children who show concerns on screenings and notes entered regarding interventions/implementation practices.
  - No later than 30 calendar days after initiating intervention practices, data shall be entered into EFSM regarding intervention practices.
- Notification of screening results/referral information via email: In the event read/delivery receipts are not available from the email domain, the email that was sent notifying the guardian of referral information is available and will show the notification was sent to the email address supplied by the guardian.
- Screening specialists will run the enrollment report each week for the previous week.
  - The same process for determining whether an enrollment/redetermination screening is needed or not will be followed, along with checking the for declined screening requests from parents/guardians.
  - Determine whether a screening is needed or not, checking the current Tableau report for declined screening requests from parents/guardians.
  - 
  - If screening specialist sees that an ASQ was created for a reason **other than true enrollment or redetermination**, screening specialist can cancel that ASQ request if it is still in ‘incomplete’ status. (Be sure the ASQ-SE was not created by Inclusion Specialist first.) If it has already been completed, then it will be processed using the steps outlined in this document.
  - If a parent has declined either or both screenings (ASQ/ASQ-SE); mark it as such on your enrollment tracking sheet. No screening shall be required for children whose guardian declines screening.
  - Add the information of all children who need screenings to the ~~screening communication spreadsheet~~-internal SharePoint Collaboration spreadsheet located in SharePoint at ASQ Communication
  - 
  - Screening specialists will ensure the necessary enrollment/due date information is included for every child on the spreadsheet, (even those added by inclusion); ~~notify inclusion specialists/supervisor when uploaded.~~

- Screening Specialists will process all ASQ/ASQ-SEs that are in “approved” status and follow up with providers on any ASQ/ASQ-SEs that are nearing the due date that have not been completed. Note all follow up.
  - Screening Specialists will review “approved” ASQs/ASQ-SEs to ensure there are no ‘comments’ that would need to be followed up on, the screening specialist will call the parent/provider to see if inclusion services are wanted. If yes, refer to the inclusion specialist. If no, case note and follow the approved ASQ process. Either way processes ASQ.
  - ~~Screening Specialists will review “approved” ASQs/ASQ-SEs to ensure there are no ‘comments’ that would need further action from the Inclusion Specialist. Inclusion Specialist will contact the parent/provider as needed to see if inclusion services are requested and follow up as necessary. Screening Specialist will fully process approved screenings and both specialists will case note as needed.~~
  
- **“Approved” process for ASQs/ASQ-SEs:**
  - Screening specialists will track information for approved ASQs/ASQ-SEs on the ~~spreadsheet~~ internal SharePoint Collaboration spreadsheet: ASQ Communication
  - Screening specialists will run an EFSM report to show all approved screenings that have been received to ensure all incoming screenings have been placed on the spreadsheet on SharePoint (sometimes screenings are created for reasons other than true enrollment and redetermination and are completed before they can be cancelled out). Note: at the time of creation of this guide, there is no export feature available for this report.
  - All received screenings will be added to the spreadsheet to be counted in the month they were received and/or processed. When the new month begins, specialists will begin logging data for screenings in that month’s spreadsheet. (Note: this means some ASQs will be ‘received’ in EFSM in one month but processed during the next month due to case load, weekends, holidays, time off, etc.)
  - Screening specialist will send e-mail with results info/directions to parent portal and applicable activities to guardian. If there is a need to use the child’s name, use abbreviations for child’s name so the email does not need to be encrypted.
  - Case notes will be added to EFSM for each screening processed.
    - Sample Case note: The guardian was emailed results and activities on (insert date here).

### **Collaboration with Family Services:**

Staff will send reminder notices to providers as described later in this guide. When a family enrolls from the waitlist after determined eligible for the School Readiness Program, the Family Services Specialist (FSS) reaches out to the family providing detailed instructions on how to access developmental screenings for both ASQ & ASQ SE for all required children how to sign the payment certificates. Families are given a brief overview of differences between the two screenings

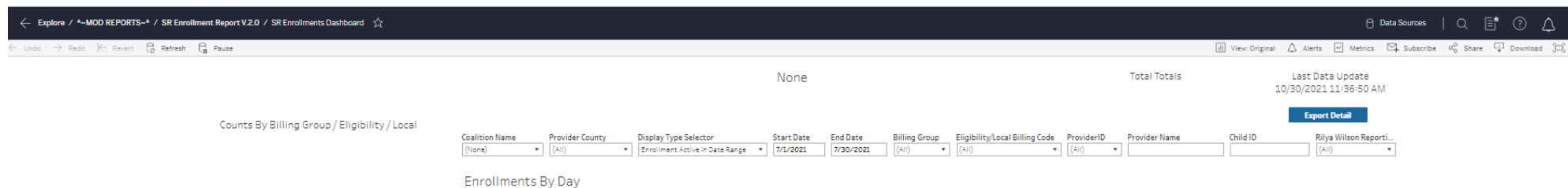
& if requested, offer an example of the type of questions on the screenings to give the parent an idea of what to expect. Families are informed they have 5 calendar days to complete the screenings. A developmental screening flyer is attached to the email that is sent to each eligible family enrolling . If families are having trouble with completing the screening the FSS will offer an appointment via phone or in person to assist with accessing & completing the screenings.

The FSS & the Family Services Coordinator (FSC) collaborate with the screening specialists to help ensure that families consenting to the screenings are completing the screenings upon enrolling in the school readiness program. Each Month, the FSC runs a redetermination report that targets the upcoming month for families who will need to recertify their school readiness services to see if they qualify for continued services. This report is shared with the screening specialists outlining specific clients who are due to recertify their services.

The FSS collaborates with the screening specialists by using a tracking sheet for families enrolling to the school readiness services with referrals from referring agencies for the Coalition. This tracking sheet helps to ensure that the Screening Consents for parents are marked on the referrals & for the screening specialists to use to determine which children have been approved for consent after having received a referral. This document also informs the screening specialists when a referral has expired, and a screening is no longer needed.

### Flow chart for Screening Specialists

Running Reports Note: Screenshots may vary slightly due to system update releases.



4

**Each Monday (or the day following time off), run the current Tableau enrollment report and export.**  
  
(Save original report and edit a copy)



**For each child on the report, determine whether the screening is required or not.**  
  
If not a **true enrollment** and not a **true redetermination**, and the screening has not been completed, the screening request can be cancelled in EFSM.



**Move each child required to be screened and/or non-required screening received to the SharePoint tracking sheet that is shared with the Inclusion Specialist(s)**



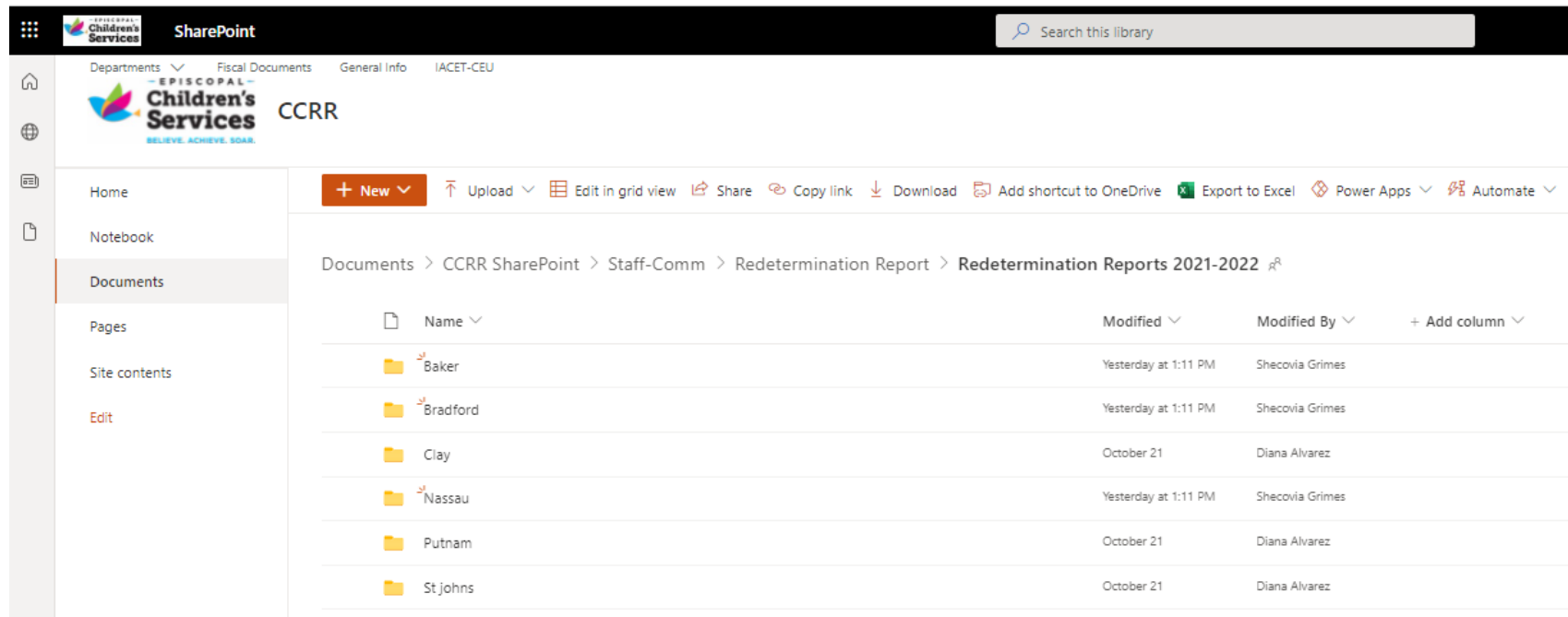
Run the Search function in EFSM daily and process received screenings in the 'approved' status using the steps on the flow chart on the next page.

Search For A Developmental Screening

Include Previously Served Children

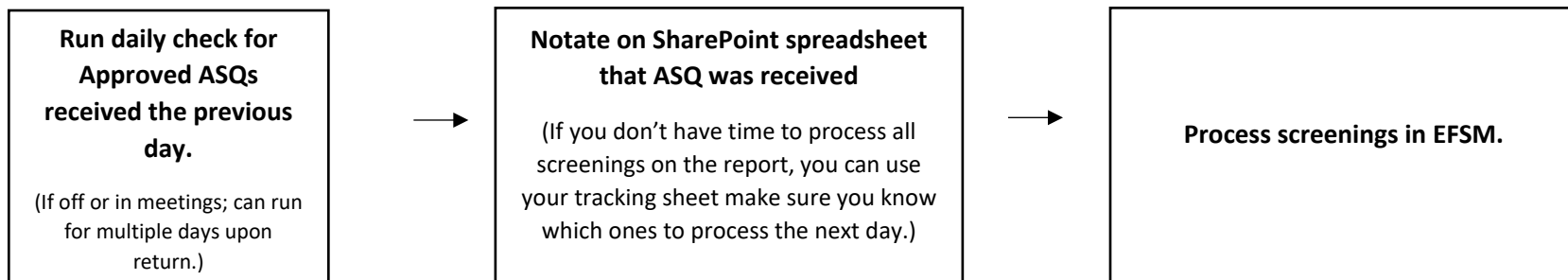
Screening ID	<input type="text"/>	Child ID	<input type="text"/>
First Name	<input type="text"/>	Last Name	<input type="text"/>
Screener Type	<input type="text" value="Any"/>	Screening Status	<input type="text" value="Approved"/>
Begin Date	<input type="text" value="MM/DD/YYYY"/>	End Date	<input type="text" value="MM/DD/YYYY"/>

When redetermination reports from CCRR are available, use these reports to help determine if a child’s screening is a redetermination screening or enrollment screening, as needed.



### Flow chart for Screening Specialists

#### Processing Screenings



If Screening scores are all **OK (Typical or Monitoring)** and have **no concerns** in the overall comments:



Email parent/guardian overall activities with child's name abbreviated. Update case notes in EFSM.  
  
(If abbreviated, encryption is not needed)



Update SharePoint spreadsheet to show ASQ has been processed.

If Screening scores are all **OK (Typical or Monitoring)** but the overall comments list a **concern**:



Notate on the SharePoint spreadsheet for inclusion specialist to follow up. If comments warrant Inclusion follow up, Inclusion will process. If comments do not warrant follow up follow next step.



Email parent/guardian overall activities with child's name abbreviated.  
  
Update case notes.  
  
(If abbreviated, encryption is not needed)

## Screening Specialists Screening Reminders to Providers [\(Previous Procedure\)](#)

Developmental Screening Reports

Report Type\*

Days Until Due\* (select one)  
 15 days  
 30 days  
 45 days

Include Past Due

Screener Type\* (select all that apply)  
 Coalition  
 Family  
 Provider

Select Status\* (select all that apply)  
 Approved  
 Cancelled  
 Incomplete  
 Coalition Reviewing

Every other week, a Screening Specialist, or designee, will run the Developmental Screening Report to include all ASQs due within 15 days. Send reminder email (copy both screening specialists and supervisors) to these providers to let them know to complete their ASQs as soon as possible. Save list of providers on SharePoint: [Providers Sent Reminder & Past Due emails](#)

On or around the 15<sup>th</sup> of each month, one SR staff will run the Developmental Screening Report to show all past due ASQs. Send a reminder email to let provider(s) know the ASQs are past due and need to be completed within the timeframe given to remain in compliance and avoid a noncompliance letter (see sample). Copy both screening specialists and supervisors. Use the same report as above but click on “include past due” option before running the report.

As providers submit screenings, make a note on the spreadsheet. Supervisors will check the past due spreadsheets on or around the 25<sup>th</sup> of each month and send non-compliance letters as needed to providers.

Weekly, update the missing information on the Screening/ Inclusion-Collaboration Tracking Sheet for any children added by Inclusion specialists. [ASQ Communication](#)

**(New Procedure)**

**Beginning of Month: Run the EFSM 30-day report and send providers 30 day reminder**

Each specialist will be pulling for their own counties/providers and send out reminders for providers who have children enrolled living in specialists assigned county. Send email template to providers with screenings due during the time frame of the current day of report, up to the end of the current month.(please double check that the email addresses that show on the report are the ones that providers have requested you use and/or are the updated emails in the enrollment).

**Beginning of the Week: Run the EFSM Report** and sort starting with the **current day, through the immediate following Sunday.** end email template to providers with screenings due during that time frame (please double check that the email addresses that show on the report are the ones that providers have requested you use and/or are the updated emails in the enrollment).

**Daily:** Check the incomplete que each day. If a screening is showing **1 or 0** days until due, **call** the provider and remind them of the following and then **follow up with an email to the provider.**

1. The screening(s) must be completed to avoid a non-compliance letter.
2. Give them the names of each child due and ask if they are still enrolled at the center.
3. If the child has disenrolled, or never attended, the provider needs to term the child in EFSM (re-send those instructions if necessary).

**Note for Specialists:** Screening specialist has the option to cancel the screening and case note the provider's report of non-attendance/termed.

-  
If a screening goes into the negative in MOD under "Days Until Due", screening specialist should check Brookes to see if the screening(s) are there. If so, case note in Mod if the screening was actually on time and note on the ASQ communication spreadsheet the actual day it was received in Brookes.

**Non-Compliance: If a screening goes into the negative and is not in Brookes, the screening specialist should send an encrypted email to the supervisor with the following information:**

- Name of Provider Site
- Provider ID
- Names of children whose screenings are past due
- Names of children whose screenings are due within a week (notate in the email which are past due and which are due soon so this can be added to the non-compliance letter).

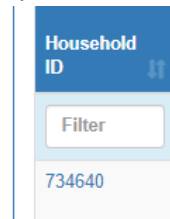
-  
**On Fridays: follow the Daily process and contact providers who have screenings due that day and/or over the weekend. Follow up with the appropriate follow up email.**

If a holiday or time off falls on a report day, plan to send out notices on the last business day before the holiday. If you are off for an extended amount of time, the supervisor will try to send these notices out for you, as time allows.

## Inclusion Procedures:

- **Inclusion staff will review each ASQ/ASQ-SE in the 'coalition reviewing' status.**

- Inclusion Specialists will review and processes all screenings that are in coalition reviewing status and add the necessary info to the SharePoint tracking sheet.
- If the inclusion specialist finds an ASQ/ASQ-SE in 'coalition reviewing' status that is not on the SharePoint spreadsheet, they will add the child's name and information to the spreadsheet (the sheet of the month that it was received). Screening specialists will need to assist in filling in the information regarding reason for screening.
  - Inclusion specialist will review the screenings for providers in their assigned county. For providers located outside of our service area counties, or if county of residence is uncertain, the following:
    - After running the Coalition Reviewing report, click on the Household ID for the child. ~~If the~~The family's primary address will determine whether the Putnam/St. Johns Inclusion staff or the Clay, Nassau, Baker, Bradford Inclusion staff will process the screening.



The image shows a screenshot of a software interface. At the top, there is a blue header with the text 'Household ID' and a small downward arrow icon. Below the header is a light blue box containing a white 'Filter' button. Underneath the filter box, the number '734640' is displayed in blue text.

- Inclusion Specialists will review screenings, determine if/what services are needed through analysis of the screening results and/or communication with guardian and/or provider. Best practice is to communicate with the screener: If the provider completed the screening, call the provider. If the parent completed the screening, call the parent. However, when the screener is not available, staff can contact guardian/provider as necessary. Services will be offered to the parent via the emailed results, always allowing parent choice. If parent refuses further services (including implementing action plans), Inclusion specialist will case note this in EFSM and send the results to the parent with the option for guardian to contact specialist if they change their mind (template supplied), along with activities and referral paperwork.
- Inclusion Specialist will implement the rule requirements to the extent possible, based on availability of resources.
  1. Concern identification. The coalition shall identify areas of concern. Examples include but are not limited to observations in the early learning program, parent and provider interviews and additional screening or assessment.
  2. Concern analysis. The coalition shall develop priorities, goals, and an action plan in collaboration with the provider to address the identified concerns. An example includes but is not limited to a documented description of the steps the provider and or family will take to address each concern.
  3. Intervention implementation. The coalition shall implement interventions practices when there are areas of concern. Examples include but are not limited to coaching for the provider on making program accommodations and providing parent and teacher education.
  4. Plan evaluation. The coalition shall follow up to assess the intervention services provided. Examples include but are not limited to, a review of the action steps to determine if revision to the analysis is necessary, sufficient gains are made or if a referral to other early intervention services or specialized care
  5. Referrals to early intervention services or specialized care, if applicable.

Steps:

1. Identify the areas of concern found on the child's screening; if necessary and time allows, contact parent/guardian to clarify concerns and discuss whether there are any other concerns. When communicating with parent/guardian, inform them that the specialist will be sending results and activities to them as well as, and to the provider for implementation for the next six months, along with referral paperwork (as applicable).
  - If all areas score 'monitoring' only, Inclusion Specialist will approve the screening to be processed by the Screening Specialist. Screening specialist will send activities for each area of monitoring on ASQ3. If ASQ-SE scores monitoring, activities will be sent related to the SE screening, according to the child's age.
  - When screenings have areas scoring concern: Inclusion Specialist will email screening activities that address each area of concern to guardian and provider to implement, also send referral paperwork (exception- agencies do not accept fine motor only referrals) to guardian also. A follow up date for 6 months out will be set to follow up on progress. Inclusion specialist will set follow up date in EFSM as well as add case notes. As a backup in case EFSM follow up is not operational, Inclusion Specialist will also add calendar reminder on outlook calendar with child ID and a note to follow up on action plan.
  - If concerns listed in/on screening show that an in-class observation may be warranted, Inclusion specialist will review their case load/calendar to see if an onsite observation is possible. If so, Inclusion specialist will set up an observation (with parental/guardian permission) and follow up with guardian and provider on an observation action plan to implement. If no observation can be scheduled, or guardian does not feel onsite observation is necessary- they can be sent observation forms to assist in recording anecdotal notes for child and send screening activities and resources, as applicable.
  - At 6 month follow up date, Inclusion specialist will contact the child's guardian/provider (if child is still enrolled in SR services) to check on the child's progress. If satisfied with progress, update EFSM notes. If guardian agrees more services are needed and a referral has not yet been completed, send referral paperwork. 6 Month Follow Up not applicable if child has been terminated from SR program and/or child has moved out of coalition service area. Inclusion Specialist will case note in EFSM that 6 month follow up was sent to parent or if 6 month follow up was not sent due to termination or out of coalition service area (if child's profile is available in EFSM).
2. If a screening is placed into the coalition reviewing que- but needs no follow up from Inclusion Specialist, then the Specialist can approve the screening, then note on the SharePoint tracking sheet to let their screening specialist know the child's screening can be processed from the Approved Que. Example 1: All areas of a screening scored "typical" and there are no comments or answers- no follow up is needed and screening can be approved. Example 2: Screener states they have a concern about behavior but the comment is: "mimics older brother"; this is typical behavior and not a concern to be followed up on, so the Inclusion Specialist can approve and notify the Screening specialist.
  - Screening Specialist can refer screenings to Inclusion Specialist based on comments in Overall Responses despite if scores are in the "typical" domain (ex: difficult to understand, barely talks, aggressive, not toilet trained, etc). Inclusion Specialist will follow up with the personnel that completed the screener-parent or provider. Inclusion Specialist will offer observation, technical assistance, or referral paperwork (if warranted) and send resources that align with comments or answers in the Overall Responses section.

No later than 30 calendar days after initiating intervention practices, data shall be entered and shall include the following:

1. Child name; (In EFSM)
2. Child date of birth; (In EFSM)
3. Child age; (In EFSM)
4. Child ID number, if available; (In EFSM)
5. Parent name; (In EFSM)
6. Parent contact information, to include: mailing address, email address, and phone number, if available; (In EFSM)
7. Date of enrollment in the School Readiness program; (In EFSM)
8. Date(s) of screening(s), if screened; (In EFSM)
9. Reason for not being screened, if applicable, which may include:
  - i. Parental objection to the screening or intervention practices; or
  - ii. Exceptions to being screened in the School Readiness program as described in subsection (4);
10. Screening results, which include a summary of areas in which the child shows concerns based on the screening; (In EFSM)
11. Date intervention practices were initiated;
12. Type of intervention practices initiated;
13. Date of referral, if applicable; and,
14. Whether the parent elected to receive additional help from the coalition

#### **Other Inclusion Procedures**

**Outside Agency Referrals:** If there is a concern for the development of a child 0-3\* years old, a referral should be placed to the Early Steps Program **within 21 calendar days** of obtaining permission from the child's parent/guardian. \*If child is less than 45 days from their 3<sup>rd</sup> birthday, then referral can be sent to Child Find. If there is a concern for the development of a child 3-5 years old, a referral should be placed to Child Find **within 21 calendar days** of obtaining permission from the child's parent/guardian. If there are mental health concerns for any child, parents should be given resources to appropriate mental health agencies that serves the county where the child lives.

**Parental/Guardian Authorizations:** Authorization needs to be obtained for all screenings and/or observations requested for children not receiving subsidized care. Parental authorizations also need to be obtained when referring a child to an outside agency. ECS cannot release the results of screenings completed by Screening or Inclusion staff to outside agencies without parental consent. A *Release of Authorization* form will need to be completed and signed by the parent before placing the referral.

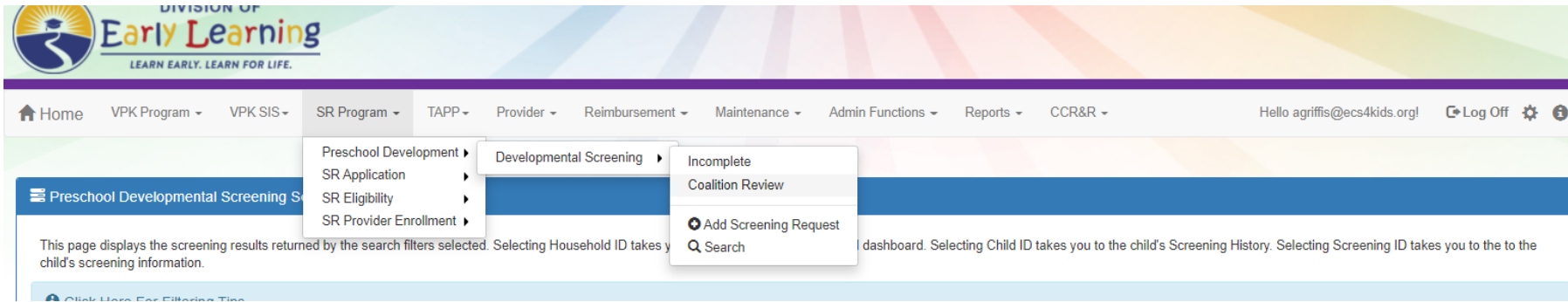
**Warmline:** If assistance is requested through the Warm Line, every effort should be made to return the call/message within 24 hours/1 business day.



## Inclusion Specialist Steps for processing Coalition Review Screenings in EFSM

**Note: Screenshots may vary slightly due to system update releases.**

Log into EFSM. Click on SR Program> Preschool Development > Developmental Screening > Search.



In the search field use the first day of the fiscal year for the 'Begin Date' and the date of the search as the 'End date'. Choose "Coalition Reviewing" as the 'Screening Status'. Then click on 'Search'.

A screenshot of the search form for developmental screenings. The form is titled 'Search For A Developmental Screening'. It includes a checkbox for 'Include Previously Served Children'. The form has two columns of input fields. The left column contains: 'Screening ID' (text input), 'First Name' (text input), 'Screener Type' (dropdown menu with 'Any' selected), and 'Begin Date' (calendar input with '07/01/2021'). The right column contains: 'Child ID' (text input), 'Last Name' (text input), 'Screening Status' (dropdown menu with 'Coalition Reviewing' selected), and 'End Date' (calendar input with '10/30/2021'). At the bottom of the form are two buttons: 'Reset' and 'Search'.

On the column “Status Change Date”, click on the arrows so that it sorts oldest to newest. This will assist in meeting deadlines for initiation of services.

Preschool Developmental Screening Search Results

This page displays the screening results returned by the search filters selected. Selecting Household ID takes you to the child's household dashboard. Selecting Child ID takes you to the child's Screening History. Selecting Screening ID takes you to the child's screening information.

[Click Here For Filtering Tips](#)

Show  entries [Clear All Filters](#) Search:

Household ID	Child ID	Child Name	DOB	Provider ID	Provider Name	Coalition Name	Screening ID	Request Date	Enrollment Actual Start Date	Due Date	Days Until Due	Screeener	Status	Status Change Date	Questionnaire
<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>

Click on the Screening ID for the child you wish to review.

filters selected. Selecting Household ID takes you to the child's household dashboard. Selecting Child ID takes you to the child's Screening History. Selecting Screening ID takes you to the child's screening information.

[Clear All Filters](#) Search:

DOB	Provider ID	Provider Name	Coalition Name	Screening ID	Request Date	Enrollment Actual Start Date	Due Date	Days Until Due	Screeener	Status	Status Change Date	Questionnaire
<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>	<input type="text" value="Filter"/>
03/05/2020	307	GRANDMA'S DAY CARE, INC.	ELC of North Florida/Episcopal Children's Services	128127	10/28/2021				Family	Coalition Reviewing	10/28/2021	ASQ-3 & ASQ:SE2

Review each area of each completed screening to look for areas that score “monitoring” or “concern”. These are the areas you will need to address in your initiation of services email to the parent & provider. Be sure to analyze the “overall responses” as well to find any concerns that the screener may have indicated in that section.

Add New DSR

Change Status

View Screening History

Cancel Screening

Post to Family Portal

View Screening Notes

Assign Counselor

Add Screening Notes

Status Change History

Screener Change History

Screening Info
Screening ID 128127

Status	Coalition Reviewing	Request Date	10/28/2021
Screener	Family	Completed Date	10/28/2021
Provider	GRANDMA'S DAY CARE, INC.	Post to Family Portal Date	N/A

ASQ-3 Screening Result
20 Months

Domain	Cutoff 1	Cutoff 2	Score	Results
Communication	20.50	34.32	40.00	Typical
Gross Motor	39.89	47.85	45.00	Monitoring
Fine Motor	36.05	44.39	55.00	Typical
Problem Solving	28.84	38.54	30.00	Monitoring
Personal - Social	33.36	42.70	50.00	Typical

ASQSE-2 Screening Result
18 Months

Domain	Cutoff 1	Cutoff 2	Score	Results
Social-Emotional	65.00	50.00	25.00	Typical

ASQ-3 Overall Responses

Question	Answer	Comment
Hears well?	Yes	
Talks like other toddlers his age?	Yes	
Understand most of what your child says?	Yes	
Walks, runs, and climbs like other toddlers?	Yes	
Family history of hearing impairment?	No	
Concerns about vision?	No	
Any medical problems?	No	
Concerns about behavior?	No	
Other concerns?	No	

Note: The “Status Change History” button will show you the date the screening changed from Incomplete to Coalition Reviewing. This is the date we use as the ‘received date’ for tracking purposes.


Changed From	Changed To	Changed Date	Changed By
Incomplete	Coalition Reviewing	2021-10-28 18:15:29	API
n/a	Incomplete	2021-10-28 17:18:49	cgermain1980@gmail.com

After communicating with the guardian about the results, enter case notes. To enter case notes for the screening, click on “Add Screening Notes”.

Type in case notes regarding communication, referral dates, observations, etc. If an implementation plan is being developed, choose a follow-up date that is 6 months from the date the plan was emailed to the guardian/provider. Click on “Yes” for “Viewable by provider”. Then click on “Save screening note”.

DSR ID	128127
Child ID	4638884
Provider ID	307
Provider Name	GRANDMA'S DAY CARE, INC.
ASQ3 Interval	20 Months
ASQ SE2 Interval	18 Months

0 / 1000

Follow Up Date:  

Viewable by Provider? \*  Yes  No

[Save Screening Note](#) [Cancel](#)

After you have processed the screening and communicated with guardian/provider as necessary, you'll need to approve the screening to release the results it to the guardian's portal. Click on “Change Status”.

Add New DSR

Change Status

View Screening History

Cancel Screening

Post to Family Portal

View Screening Notes

Assign Counselor

Add Screening Notes

Status Change History

Screener Change History

Choose “Approved” for ‘New Status’. Enter screening notes and follow up date as needed, if you haven’t already. Click “Yes” for ‘Viewable by Provider’ and for ‘Share Results on the Family Portal’. Then click “save”.

**Change Status**

Current Status: Coalition Reviewing

New Status \*

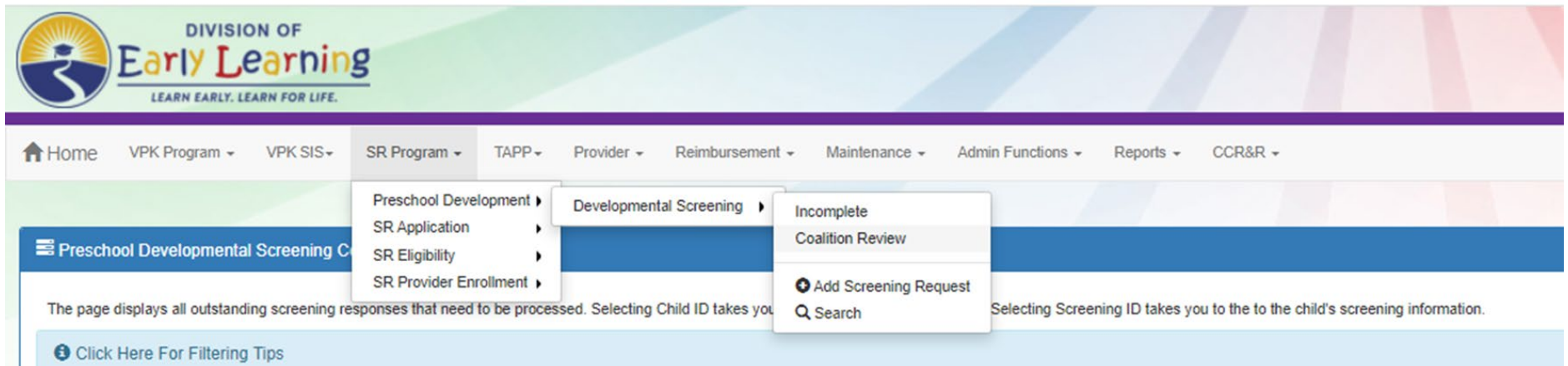
Screening Notes   
0 / 1000

Follow Up Date

Viewable by Provider?  Yes  No

Share results on the Family Portal? \*  Yes  No

At least weekly, also search the Coalition Reviewing Que by clicking on SR Program> Preschool Development>Developmental Screening>Coalition Review  
This que sometimes holds screenings that do not appear in the search window steps above.



## ACTION ITEM SUMMARY

<p><b>DESCRIPTION</b></p>	<p><b>RETRO ACTIVE Approval (effective 07/01/24)</b>            ELC of North Florida and the University of Florida/Lastinger Center Contract effective 07/01/24 – 06/30/25</p>
<p><b>Reason for Recommended Action</b></p>	<p>This Contract for Services is made and entered into by and between The University of Florida Board of Trustees (a public body corporate of the State of Florida for the benefit of its Lastinger Center for Learning) and the ELC of North Florida.</p> <p>THIS CONTRACT is to support the implementation of early learning courses [e.g., online only, online with Community of Practice (CoP) Facilitation, and online with Technical Assistance (TA) Coaching] that aligns with quality improvement goals/initiatives, for the Coalition’s Child Care Providers.</p> <p>The total contract is <b>not to exceed \$10,000.</b></p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> <li>• The Coalition would not be able to extend this professional development opportunity to the child care providers in the Coalition’s service area.</li> </ul>
<p><b>How the Action will be accomplished</b></p>	<p><b>RETRO ACTIVE Approval (effective 07/01/24)</b>            of this Contract and party signatures.</p>



## CONTRACT FOR SERVICES

**This Contract for Services** (this “Contract”) is made and entered into as of this 1st day of July, 2024 by and between the **University of Florida Board of Trustees**, a public body corporate of the State of Florida, on behalf and for the benefit of the University of Florida (“**University**”), and Early Learning Coalition of North Florida (“**Vendor**”), collectively the “Parties.”

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

1. **Services.** Vendor shall perform the services described on Exhibit A, attached hereto and incorporated herein by reference (the “Services”). All Services shall be performed in a timely, diligent and professional manner, consistent with the best practices of Vendor’s industry.

2. **Compensation and Payment.** University shall pay Vendor for the Services in accordance with Exhibit A, a total amount not to exceed the total set forth in Exhibit A. Vendor shall not be entitled to any other fees, reimbursements or compensation under this Contract, unless mutually agreed to in writing and executed by both Parties, for additional services. Vendor shall be responsible for the payment of all general excise taxes, income taxes and any other taxes required to be paid to federal, state and local taxing authorities with respect to any fees or other amounts paid to Vendor. Payment shall be made within thirty (30) days of satisfactory completion of the Services and presentation of a properly completed invoice.

3. **Addresses for Notices.** All Notices under this Contract shall be made in writing and addressed to the following:

University:  
Lastinger Center for Learning  
PO Box 117052  
Gainesville, FL 32611

Attention: Dr. Philip Poekert  
Phone: (352) 273-4103  
Fax: (352) 392-3505  
Email: [lastingerbusiness@coe.ufl.edu](mailto:lastingerbusiness@coe.ufl.edu)

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

Attention: Dawn Bell  
Phone:  
Email: [dbell@elcnorthflorida.org](mailto:dbell@elcnorthflorida.org)

1. **Standard Terms.** The standard terms and conditions of this Contract are set forth on Exhibit B, Standard Terms, attached hereto and incorporated herein by reference. All capitalized terms, unless otherwise defined herein, shall have the meanings given to them in the Standard Terms. In the event of a conflict between the terms contained herein and the Standard Terms, the Standard Terms shall prevail.

2. **Term.** The term of this Contract begins on the day entered above and continues until Services are completed to the University's satisfaction and final payment is made or the Contract is terminated in accordance with section 10 of Exhibit B.

*[Signature Page to follow]*

**SIGNATURE PAGE TO CONTRACT FOR SERVICES**

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

VENDOR: Early Learning Coalition of North Florida

Signature: Dawn Bell  
Name: Dawn Bell  
Title: CEO  
Date: 8/6/2024 | 12:17 PM PDT

UNIVERSITY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

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

Vendor agrees to support the implementation of Flamingo Early Learning and provide the **University of Florida, Lastinger Center for Learning** (University) with the following support, services, and/or materials:

- A. Identify two Flamingo Early Learning liaisons between Vendor and University:
  1. An administrative liaison who is authorized to sign off on the contract and/or invoices.
  2. A Program/Professional Development liaison who will lead the development of a local implementation plan for Flamingo Early Learning courses (e.g., online only, online with Community of Practice (CoP) Facilitation, and online with Technical Assistance (TA) Coaching that aligns with the Contractor quality improvement goals/initiatives.
- B. Recruit and confirm eligibility of Centers and Family Child Care Homes to enroll in Flamingo Early Learning courses; participating programs must serve young children birth to five years of age and have either an active school readiness contract or VPK contract and other criteria as defined by Lastinger Center for Learning.
  1. Distribute Flamingo Early Learning marketing materials provided by University to eligible Administrators/Directors of Centers and Family Child Care Homes
  2. Review pre-enrollment roster and indicate eligibility of Centers and Family Child Care Homes
  3. Provide University with names and email addresses of participants from selected Centers and Family Child Care Homes who will enroll in Flamingo Early Learning courses (if applicable).
- C. Select Flamingo Early Learning courses that support local quality improvement goals.
  1. Hosting or Statewide Course Seats: Identify the courses and model (e.g., online only, online with CoP Facilitation, or online with TA Coaching) of each course selected that will be available to the Centers and Family Child Care Homes.
    - a. Assign Practitioners from selected Centers and Family Child Care Homes to the courses and models that best meet their professional development needs.
  2. Practitioner Direct Enrollment: Provide the link and/or flier for participants to direct enroll into courses from Flamingo Early Learning online course catalog
- D. Maintain a list of all staff or affiliated partners who completed the CoP Facilitation and TA Coaching Institutes.
  1. Assign a qualified CoP Facilitator or TA Coach who has completed the appropriate University training to each section and provide this information to the University.
- E. Identify the location for CoP Facilitation meetings and the location of centers/homes where TA coaching will take place and provide this information to the University.

- A. Ensure administrative support by staff assigned to support Flamingo Early Learning implementation (e.g., providing time for planning, coordinating, and collaborating with staff and local partners to support Flamingo Early Learning implementation; sharing information about Flamingo Early Learning with Centers and Family Child Care Homes providing school readiness services; completing required documentation of CoP sessions and coaching; submitting timely invoices)
- B. Collect and provide University with documentation on Flamingo Early Learning CoP meetings and TA Coaching sessions (e.g., coaching logs, CoP agendas, sign-in sheets).
- C. Provide regular feedback to University on application, registration/enrollment process, courses, CoP and TA Coaching support, learning management system, and other elements of Flamingo Early Learning to meet the professional development needs of practitioners, CoP Facilitators, and TA Coaches.
- D. Support evaluation of Flamingo Early Learning through providing existing data (e.g., demographic information, existing CLASS scores) and/or facilitating original data collection, including focus groups, as needed.
- E. Distribute information (e.g., brochures, flyers, announcements) on Flamingo Early Learning.

- 2. **Term (Section 2)**. The term of this Contract shall begin on July 1, 2024 and terminate on June 30, 2025.
- 3. **Compensation and Payment Schedule (Section 3)**. The Vendor shall receive stipends as detailed in the Payment Schedule below:

Description	Unit Cost	Evidence of Completion
CoP Facilitator Stipend (retained by ELC)	\$10/practitioner who receives CoP facilitation by ELC CoP trained staff while enrolled in a Flamingo Early Learning Course.	Sign in Sheets from each COP session
TA Coach Stipend (retained by ELC)	\$110/practitioner who receives TA Coaching from a Lastinger Certified Coach while enrolled in a Flamingo Early Learning Course.	Coaching log from each session from TA Coach
ELC Admin Stipend	\$20/practitioner enrolled	Number enrolled via SIS

**Total Contract not to exceed Ten Thousand Dollars (\$10000).**

The Vendor must provide documentation that CoP Facilitation and/or TA Coaching was provided. The Vendor agrees that the money received can only be used for the purpose described under this section.

## EXHIBIT B

### University of Florida Standard Terms and Conditions

These Standard Terms and Conditions (the "Terms") are hereby attached to the Contract, together with any invoices, attachments, appendices, exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or otherwise issued in connection therewith (collectively, the "Agreement"), constitutes the entire and exclusive agreement between The University of Florida Board of Trustees ("UF") and the vendor identified in the Agreement (the "Vendor"). UF's approval and acceptance of the Agreement is conditioned on Vendor's agreement that any terms different from or in addition to these Terms, whether communicated orally or contained in any confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Agreement, even if Vendor purports to condition its acceptance of these Terms on UF's agreement to such different or additional terms. Vendor's electronic acceptance, receipt of payment, acknowledgement of these Terms, or commencement of performance constitutes Vendor's acceptance of these Terms. If any discrepancy, difference or conflict exists between the various provisions of these Terms and the Agreement, these Terms shall control.

1. **PAYMENT.** Vendor shall submit bills for compensation for goods, services or expenses in sufficient detail for a pre-and post- audit; payment procedures and invoice requirements are available on UF's Disbursement Services [website](#). If UF does not issue payment within 30 days of receipt of a proper invoice, UF may pay to Vendor, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. if the interest exceeds one dollar (\$1.00). The foregoing provisions apply only to undisputed amounts for which payment has been authorized by UF. Vendors experiencing payment problems may contact University Disbursements at (352) 392-1241. UF may make payments to Vendor via the University's EFT/ACH or ePayables payment process. Vendor shall provide the necessary information to UF upon request. If Vendor is making payment to UF, Vendor shall pay timely and not offset any amounts or be cause for termination.
2. **TAXES.** UF is tax-exempt and therefore is not obligated to pay sales, use and excise taxes. A copy of UF's [Certificate of Exemption](#) is available from the UF website. Vendor is responsible for applicable taxes under the Agreement.
3. **VENDOR STATUS.** Vendor will supply UF with a complete [vendor application](#) and W-9 or W8-BC (Foreign Vendor); if Vendor fails to supply UF with a complete and accurate W-9 or W8-BC, the invoice will be deemed insufficient for payment until such information has been provided.
4. **AVAILABILITY OF FUNDS.** UF's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Legislature.
5. **AUDIT & RECORD KEEPING.** Vendor will cooperate with UF and shall provide specific records and/or access to all of the Vendor's records related to the Agreement. Vendor agrees to retain all records relating to the Agreement during the term and for a period of three (3) years thereafter, or for the period required by law, whichever is greater, and to make those records available at all reasonable times for investigation, inspection and/or audit by UF and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at a location designated by UF upon reasonable notice to UF. UF will provide Vendor with reasonable notice of the need for such.
6. **TRAVEL.** Vendor shall not charge UF for any travel expenses, meals, and lodging unless expressly authorized in the Agreement. To the extent that UF is responsible for paying for Vendor's travel expenses, meals and lodging, such travel expenses shall be paid in accordance with Florida Statutes §112.061, and UF's [Travel Directives and Procedures](#), and only to the extent such expenses are supported by written, itemized and paid invoices submitted by Vendor to UF. Any expenses in excess of the amounts prescribed shall be borne by Vendor.
7. **INDEMNITY.** Nothing in the Agreement shall be construed as UF's indemnification of the Vendor or as a waiver of sovereign immunity as set forth and limited by Florida Statutes §768.28. To the fullest extent permitted by law, Vendor shall indemnify, defend, protect, and hold harmless University of Florida, the UF Board of Trustees, the Florida Board of Governors, the State of Florida and their respective trustees, officers, agents, employees, and their respective successors and assigns (each an "Indemnitee", and collectively, the "Indemnitees") for, from and against all fines, fees, demands, suits, claims, losses, liabilities, damages, lawsuits, royalties, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Indemnitee(s) (including reasonable costs and attorneys' fees) ("Indemnified Claims") arising from Vendor's provision of services, negligence, misrepresentation or breach of any representation, warranty, obligation, or covenant of the Agreement. Such Indemnified Claims shall include, without limitation, all direct, actual, general, special, and consequential damages. This provision shall survive the expiration or earlier termination of the Agreement.
8. **ASSUMPTION OF RISK.** Each party hereby assumes any and all risk of personal injury and property damage attributable to the acts or omissions of that party and the officers, employees, and agents thereof. Vendor also assumes such risk with respect to the acts or omissions of Vendor's subcontractors or persons otherwise acting or engaged to act at the instance of Vendor in furtherance of Vendor fulfilling its obligations in the Agreement. UF is not liable for the acts of third parties or the consequences of the acts of third parties.
9. **INFRINGEMENT.** Vendor represents that any goods or services furnished or provided to UF, if any, will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. Vendor will, at its own expense, defend any suit brought against UF and will indemnify UF against an award of damages and costs made against UF by a settlement or final judgment of a court that is based on a claim that the use of the Vendor's goods or services by UF infringes a trademark or copyright of a third party; provided that UF notifies Vendor in writing of the suit or any claim of infringement within 20 days after receiving notice thereof. Such defense and indemnity shall survive expiration or earlier termination of the Agreement.
10. **TERMINATION.** The Agreement may be terminated by UF by written notice to Vendor of such intent to terminate at least ten (10) days prior to the effective date of such termination. UF may, upon five (5) days' written notice to Vendor setting forth with specificity the basis for the termination, terminate the Agreement for Cause (as hereinafter defined). For purposes of the Agreement, "Cause" is defined as Vendor's failure to perform the services within the time specified or to the reasonable satisfaction of the University, or Vendor's failure to adhere to any terms of the Agreement. If the Agreement is terminated, UF shall only be liable for payment of goods received and services rendered prior to the date of termination and accepted by UF.
11. **INSURANCE.** UF, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UF, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for the Agreement.
  - a) Vendor shall have and maintain the types and amounts of insurance that, at minimum, will cover the Vendor's (or subcontractor's) exposure in performing the Agreement and at UF's request, name UF as additional insured on the Vendor's policies. **If Vendor is required to obtain specific insurance under paragraph 49 of these Terms**, then the policy must carry an endorsement to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in coverage or amount. In the event the Vendor's insurance carrier refuses to provide an endorsement to provide thirty (30) days prior written notice to UF, then the Vendor will be required to provide thirty (30) days prior written notice to UF in the event of cancellation or reduction in the coverage or amount and

secure any new insurance as required to comply with the Agreement to ensure continuous coverage. If the Vendor fails to secure and maintain insurance policies complying with the provisions of the Agreement, UF may terminate the Agreement. Vendor shall do nothing that will adversely affect UF, in any way, including increasing risks, insurance premiums or liability. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under the Agreement in accordance with the terms thereof, each subcontractor or assignee is required to purchase and maintain insurance coverage that adequately covers each subcontractor's or assignee's exposure based on the type of services they are providing in connection with the Agreement. UF reserves the right to cancel any award made or cancel the Agreement if Vendor fails to supply and/or maintain the required coverage. Vendor's procuring of the required insurance shall not relieve the Vendor of any obligation or liability assumed under the Agreement, including specifically the indemnity obligations. The Vendor may carry, at his own expense, such additional insurance, as Vendor deems necessary. The Vendor shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of Vendor's operations within the scope provided for under the Agreement, and shall cooperate in all litigated claims and demands, arising from said operations, which its insurance carrier or carriers are requested to respond.

1. **ADVERTISING OR PUBLICATION.** Neither Vendor nor any of its subcontractors or affiliates shall cause or allow the name of UF or any UF logo or mark (or any variation thereof), or that of any of its schools, departments, or employees to be used in any advertising or promotional literature, electronic or otherwise, or in any publication whatsoever, without the prior written approval of UF. Except with the prior written consent of the other party, no party shall make any press or media announcement concerning the Agreement. In the case of UF, consent must be provided by its Office of Strategic Communications and Marketing.
2. **RELATIONSHIP OF THE PARTIES.** Vendor is an independent contractor, and neither Vendor nor Vendor's employees, agents, or other representatives shall be considered UF employees or agents. Vendor is retained by UF only for those purposes and to the extent set forth in the Agreement.
3. **PROHIBITIONS.** Vendor is prohibited from (a) incurring any debt on behalf of UF; (b) entering into any contract, arrangement, or transaction which binds UF to any extent or creates any obligation on UF; or (c) utilizing UF's name, credit, reputation, good-will, resources, or assets for any purpose.
4. **GOVERNING LAW.** The Agreement is governed by the laws of the State of Florida without regards to any conflicts of law principles. Venue for all actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the state courts located in Alachua County, Florida.
5. **DELETION.** Any term and/or condition in the Agreement on the following subject matters are hereby deleted and declared null and void: (a) Grants of exclusivity by UF to the Vendor; (b) Restrictions on the hiring of the Vendor's employees; (c) Automatic renewals or extensions of the term of the Agreement; (d) Limitation of time to bring suit; (e) Limitation of the Vendor's liability; (f) Indemnification of the Vendor by UF; (g) Attorney's and collection fees provisions; and (h) Mediation and arbitration provisions.
6. **NON-WAIVER.** Except as otherwise provided in the Agreement, failure by UF to insist on strict performance of any provision of the Agreement, complain of any action, non-action, or default of the Vendor, or to exercise any right or privilege, shall not constitute a waiver of UF's rights hereunder.
7. **ASSIGNMENT.** The Agreement may not be assigned, whether by operation of law or otherwise, subcontracted or modified by either party except as agreed to in writing and signed by the Parties, and the Agreement shall be binding upon the Parties' successors and assigns.
8. **THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to the Agreement.
9. **ACCESS TO WORK.** If applicable, UF shall at all times have access to review the ongoing work of Vendor for purposes of inspecting the same and determining that the Vendor's performance is in accordance with the terms of the Agreement.
10. **OWNERSHIP OF WORKS.** UF shall retain all rights, title and interest in any content, data or other intellectual property owned or supplied by UF.
11. **CONFIDENTIALITY/PRIVACY.** Vendor acknowledges and agrees that any and all documents, materials and information furnished to the Vendor by UF or its affiliates in connection with the Agreement (the "Confidential Information") are and shall remain at all times proprietary, and the sole property of UF. Vendor shall not disclose Confidential Information to third parties unless it obtains UF's prior written consent prior to such disclosure. Vendor shall at all times comply with any and all applicable state and federal laws governing the use and/or safe-keeping of Confidential Information and/or any Personally Identifiable Information ("PII"), as the term may be defined by state or federal law, including, but not limited to, The Family Educational Rights and Privacy Act (FERPA), the Gramm-Leach Bliley Act, the Federal Trade Commission's Red Flags Rule (which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003), and The Health Insurance Portability and Accountability Act (HIPAA), and Vendor shall obtain, in advance, all necessary permissions and consents in regards to its collection and/or receipt of any such Confidential Information or PII. In the event that UF will share with Vendor or provides access to Vendor of any Protected Health Information ("PHI"), as that term is defined by state or federal law, in order to perform the Agreement, UF and Vendor shall enter into a separate business associate agreement which will govern the use of the PHI (in lieu of this provision). Vendor agrees that, upon request from UF or upon the termination or expiration of the Agreement, Vendor shall return to UF, and shall erase, destroy, and render unreadable as applicable, all Confidential Information, PII and PHI from all files, hard drives, computer or network systems, backup systems, cloud storing services or from any other location containing any such information, and certify in writing to UF that these actions have been completed within thirty (30) days of the termination or expiration of the Agreement or within seven (7) days of the request of UF, whichever shall come first. In the event of a breach of any of Vendor's obligations herein, Vendor agrees to indemnify, hold harmless and defend UF against any claims, damages, or other harm related to such breach. In the event the Vendor required by subpoena or other judicial or administrative process or by law to disclose such records PII, PHI, or Confidential Information, the Vendor shall (i) provide UF with prompt notice thereof; (ii) consult with UF on the advisability of taking steps to resist or narrow such disclosure; (iii) furnish only that portion of the information that is responsive to the request; (iv) comply with the requirements of all state and federal privacy laws applicable to the Information; and (v) reasonably cooperate with UF in any attempt that UF may make to obtain an order or other reliable assurance that confidential treatment will be accorded the records. This provision shall survive the expiration or earlier termination of the Agreement.
12. **PUBLIC RECORDS.** UF is subject to applicable public records laws as provided by provisions of Florida Statutes Chapter 119 (the "Florida Public Records Laws"), and UF will respond to such public records request without any duty to give the Vendor prior notice. If Vendor is a "contractor" as defined under Section 119.0701, Florida Statutes, it shall comply with all applicable public records laws. Specifically, Vendor shall: (1) keep and maintain public records required by UF to perform the service; (2) Upon request from UF's custodian of public records, provide UF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under that section, or as otherwise provide by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the Agreement if Vendor does not transfer the records to UF; and (4) upon completion of the Agreement, transfer, at no cost, to UF all public records in possession of Vendor or keep and maintain public records required by UF to perform the service. If Vendor transfers all public records to UF upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to UF, upon request by UF's public records custodian,

in a format that is compatible with UF's information technology systems. If UF receives a request for public records, and UF does not possess such records, UF shall immediately notify Vendor of such request, and Vendor must provide them to UF or allow the records to be inspected or copied within a reasonable time. If Vendor does not comply with the request for records, UF shall enforce the terms of the Agreement, and Vendor may be subject to civil action under Section 119.0701, Florida Statutes, and the penalties outlined under Section 119.10, Florida Statutes. UF may unilaterally cancel the Agreement for Vendor's refusal to allow public access to all public records that were made or received in conjunction with the Agreement. This provision shall survive the expiration or earlier termination of the Agreement. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 846-3903, BY EMAIL AT [pr-request@ufl.edu](mailto:pr-request@ufl.edu), OR BY MAIL AT 101 TIGERT HALL, PO Box 113156, GAINESVILLE, FLORIDA 32611.**

1. **COMPLIANCE WITH LAWS.** In the performance of the Agreement, Vendor shall, at its own expense, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances and all other governmental requirements. Vendor acknowledges and agrees that Vendor has and will at all times maintain all governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. Vendor shall also comply with all applicable UF policies and regulations applicable to the Agreement. This provision shall survive the expiration or earlier termination of the Agreement.
2. **COMPLIANCE WITH EXPORT CONTROL REGULATIONS.** To the extent that U.S. Export Control Regulations apply to Vendor, then Vendor agrees to comply with export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export controlled products, technology and/or software ("goods") to UF, Vendor will provide UF with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.
3. **COMPLIANCE WITH PCI-DSS.** If the Vendor is performing any credit card processing on behalf of UF, Vendor warrants and represents that it has the appropriate safeguarding measures to protect cardholder data, and, at a minimum, shall fully comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Vendor further agrees to comply with UF's [Payment Card Policy](#) and [UF Credit Card Standards](#).
4. **CERTIFICATION.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. By entering into the Agreement, Vendor is certifying that Vendor is not on any convicted vendor list (see § 287.133(2)(a), F.S.).
5. **LOBBYING.** Vendor is prohibited from using funds provided under the Agreement for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.
6. **UNAUTHORIZED ALIENS.** The Vendor's employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for UF'S unilateral cancellation of the Agreement.
7. **EQUAL OPPORTUNITY.** Vendor affirms the principles of equal opportunity employment. Vendor will not discriminate against qualified candidates for any unlawful reasons, including race, religion, sex, sexual orientation, national origin, age or disability.
32. **NO CONFLICT OF INTEREST.** Vendor represents that neither Vendor nor its employees, officers or owners have, or whose relative have, a relationship with UF, that will result in a violation of the Code of Ethics for Public Officers and Employees, including, but not limited to Florida Statutes Section 112.313(3) and (7) and Florida Statutes 112.3185(6) thereof, by reason of the Vendor entering into the Agreement. In addition, as applicable, neither Vendor nor any employee, agent or other person acting on its behalf will: undertake, cause, or permit any act that would violate any applicable anti-corruption law, including, but not limited to, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act; or make, cause, or permit any offer, promise, or payment of money or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage in favor of UF in connection with any of the Services.
33. **AGREEMENTS RELATED TO UF'S AGREEMENT WITH UNITED STATES OF AMERICA.** IF UF HAS ENTERED INTO AN AGREEMENT WITH THE UNITED STATES OF AMERICA, OR ANY DEPARTMENT THEREOF, AND THE AGREEMENT IS ENTERED INTO WITH THE VENDOR TO FURTHER THE PERFORMANCE OF THE WORK REQUIRED IN SUCH AGREEMENT, THE VENDOR SHALL COMPLY WITH THE FEDERAL FLOW THROUGH REQUIREMENTS, ON THE UF PROCUREMENT SERVICES WEBSITE UNDER PURCHASE ORDER TERMS AND CONDITIONS
34. **AUTHORITY TO EXECUTE.** The Vendor represents and warrants that the Agreement has been duly authorized, executed and delivered by and on behalf of the Vendor and constitutes the valid, binding and enforceable agreement in accordance with the terms hereof. If the Agreement is signed by the Vendor's agent, such agent warrants that he/she is duly authorized to act for and on behalf of the Vendor, that he/she is authorized to enter into the Agreement, and that the agent and Vendor shall be jointly and severally liable for any breach of the Agreement or of the representation.
35. **FACSIMILE SIGNATURES ALLOWED.** The Agreement, along with any and all Exhibits, may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimile signature shall have the same legal force and effect as an original signature.
36. **SURVIVAL.** Any provision of the Agreement providing for performance by either party after termination of the Agreement shall survive such termination and continue to be effective and enforceable.
37. **SEVERABILITY.** Each term, covenant, condition, or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law, and if any such term, covenant, condition or provision of the Agreement, or the application thereof to any Vendor or circumstance, shall ever be held to be invalid, illegal or unenforceable by a court or judicial officer, such term, covenant, condition, or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal, or unenforceable term, covenant, condition, or provision.
38. **NOTICE.** Any notice to either party hereunder must be in writing and signed by the party giving it, and served: 1) by hand; 2) through the United States Mail, postage prepaid, registered or certified, return receipt requested; or 3) through expedited mail or package service, if a receipt showing the delivery has been retained; addressed to the address in the Agreement.
39. **AMENDMENTS.** The Agreement may only be amended by written amendments duly executed by the parties hereto. If any provision or application thereto to any circumstance is held to be invalid or unenforceable, such provision shall be ineffective and the remainder of the Agreement shall remain valid and enforceable.
40. **COUNTERPARTS; FACSIMILES.** The Agreement may NOT be executed in counterparts. Pursuant to Florida law, a facsimile signature shall be deemed to constitute an original signature.
41. **DATA PROTECTION COMPLIANCE.** To the extent applicable, Vendor shall ensure and hereby represents and warrants that all personal data is properly collected, stored, processed, secured, archived or destroyed in compliance with Federal, State and applicable international



privacy laws, including the EU General Data Protection Regulation 2016/679 (GDPR).

**ADDITIONAL TERMS FOR INDEPENDENT CONTRACTORS.**

**32.** Key Personnel. Vendor may only reassign or substitute Key Personnel upon consent by UF, not to be unreasonably withheld, or upon the unavailability of assigned Key Personnel due to illness or other factors beyond Vendor's control, provided that prior notice of such reassignment or substitution is delivered to UF. Additionally, Vendor shall substitute Key Personnel upon UF's reasonable request.

**33.** Ownership of Work Product. All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the performance of services under the Agreement (including but not limited to creative, copy, scripts, story boards, writing, copyrights, trademarks, art, music, software and documentation, business systems or ideas, and research projects) are considered a work-made-for hire and shall be property of UF whether created individually by the Vendor or jointly with UF, on or off premises. If Vendor is providing software, UF may create and retain a copy of the Vendor and related documentation for back up and disaster recovery purposes, and for archival purposes for use after the Agreement is terminated. This provision shall survive the expiration or earlier termination of the Agreement.

**34.** Access to Work. Although Vendor has the authority to control and direct the performance of the details of the work, the work contemplated herein must meet UF's standards and approval and shall be subject to UF's general right of inspection to secure the satisfactory completion thereof.

**35.** Non-Compete. If Vendor is acting as a consultant to UF and is representing UF's interests in dealings with other third parties, Vendor shall not accept employment with or act as an independent contractor for such third parties for a period of one (1) year after the Agreement is terminated.

**36.** Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, labor strike, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**ADDITIONAL TERMS FOR SERVICES/ENTERTAINMENT/PERFORMANCE AGREEMENTS.**

**37.** Deposit. Unless non-state funds are being used to pay, UF cannot make deposits or prepay any amounts. Any deposits made by UF are refundable.

**38.** Warranty. Vendor warrants that it has all of the requisite resources, skill, experience and qualifications to perform all of the services obtained by UF in a professional and workmanlike manner, in accordance with industry standards for similar services

**39.** Insurance. In addition to paragraph 11(a) of these Terms, the Vendor shall provide and keep in full force and effect during the term of the Agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and UF, with an insurer reasonably acceptable to UF: (i) Commercial General Liability which includes coverage for bodily injury, property damage, personal injury and contractual liability in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Workers Compensation Coverage, to be maintained in an amount equal to or greater than the statutory limits required by the laws of the State of Florida. In the event the Vendor is exempt by law from carrying Worker's Compensation insurance, Vendor must provide proof of exemption. The Vendor shall deliver to UF true and correct copies of certificates of such insurance and/or exemption. The certificate shall indicate that the Commercial General Liability policy carries an endorsement which names *The University of Florida Board of Trustees and their respective trustees, directors, officers, employees and agents*, as additional insureds. The Vendor's policy shall be primary and any insurance carried by UF shall be noncontributing with respect thereto.

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Episcopal Children’s Services 2024/2025 Contract Amendment #0001-24:
<b>Reason for Recommended Action</b>	<p><u>Revisions:</u></p> <ul style="list-style-type: none"> <li>A. Items <b>#5, 10, and 31</b> included updates to the <u>School Readiness</u> budgeted amounts, as well as the <u>Additional School Readiness-Related Programs</u> budgeted amounts per the July 1, 2024 and August 9, 2024 Notices of Award.</li> <li>B. Items <b>#14, 15, 16, and 32</b> included updates to the <u>Voluntary Prekindergarten</u> budgeted amounts as well as the <u>Additional Voluntary Prekindergarten-Related Programs</u> budgeted amounts per the July 1, 2024 and August 9, 2024 Notices of Award.</li> <li>C. Items <b>#6, 28 and 29</b> included changing the Contractor’s responsibility to DEL’s responsibility for the parent fee scale and the provider payment rates.</li> <li>D. Item <b>#8</b> was to remove the words, “if applicable” regarding Lastinger Center contracts, as a contract was added effective July 1, 2024.</li> <li>E. Items <b>#1, 7, 9, 13, 19 and 30-37</b> included renumbering the attachment numbers of the contract, after removing the provider payment rate attachments.</li> <li>F. Items <b>#33 and 34</b> made revisions to/replaced the Prior Approval Guidance and Guide with the newest version dated 070124.</li> <li>G. The remaining items were <u>updates from the</u> Division of Early Learning (DEL) 2024/2025 <u>Grant Agreement</u>.</li> </ul> <p><b><u>If this is not done, the following would occur:</u></b></p> <ul style="list-style-type: none"> <li>A. ECS’s contract would not have the correct budgeted amounts for the School Readiness program, nor the Additional School Readiness-Related Programs.</li> <li>B. ECS’s contract would not have the correct budgeted amounts for the Voluntary Prekindergarten program, nor the Additional Voluntary Prekindergarten-Related Programs.</li> <li>C. ECS’s contract would still hold the Contractor responsible for the parent fee scale submittal and provider payment rates research, determinations and submittal.</li> <li>D. ECS’s contract would not be clear regarding the UF Lastinger Center contract that was added effective July 1, 2024, nor any future contracts.</li> <li>E. ECS’s contract would not have the corrected attachment numbers.</li> <li>F. ECS’s contract would not have the correct/current version of DEL’s prior approval guidance and guide.</li> <li>G. ECS’s contract would not have corrected, up-to-date information from the 2024/2025 DEL Grant Agreement updates.</li> </ul>
<b>How the Action will be accomplished</b>	Approval of ECS 2024/2025 amendment #0001-24, and party signatures.

**Amendment 0001-24 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 **2024-25** primary services contract as follows:

Item #	Page #	Headings and Text
<b>1</b>	<b>3-5</b>	<p><b>2. Federal Requirements</b></p> <p>c) <b>Immigration and Nationality Act:</b> The Contractor agrees unauthorized <u>or undocumented</u> aliens shall not be employed. Employment of unauthorized aliens is a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Coalition. <b>(Attachment <del>15</del> 14, C)</b></p> <p>g) <b>Non-Discrimination and Harassment-Free Workplace:</b> The Contractor shall certify they will not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status or sex. The Contractor shall also provide a harassment-free workplace and give any allegation of harassment priority attention and action by management. The Contractor aggress to insert a similar provision in all subcontracts will meet the requirements as set forth in Public Law 105-220, section 188. <b>(Attachment <del>15</del> 14, A)</b></p> <p>k) <b>Construction or Renovation of Facilities/Purchase of Buses Using Program Funds:</b> The Contractor is aware pursuant to 45 C.F.R. part 98.54, CCDF, including matching funds, may not be used for the purchase, <u>lease</u>, or improvement of land, or the purchase, <u>lease</u> construction, or permanent improvement of any building or facility. However, if any property has been constructed or substantially renovated, through the use of state or federal funds, the Coalition shall file a lien against the property. This clause shall not supersede any other applicable state or federal prohibition on the use of program funds for purchase or improvement to buildings or real property. The ELC may only expend funds for minor remodeling necessary for the administration of the program and upgrading of child care facilities to ensure providers meet state and local child care standards, including applicable <u>and governing</u> health and safety requirements (s. 1002.89(7), F.S.). Funds may not be used for the purchase <u>or lease</u> of buses or to pay for transportation costs, other than transportation costs designated by special OCA’s in DEL OCA Working Definitions document.</p> <p>l) The Contractor agrees no person shall, on the grounds of race, sex, handicap, national origin, religion, marital status or political belief, be excluded from participation in, denied the benefit(s) of, or be otherwise discriminated against as an employee, volunteer, or client of the Contractor, except services may be designated for specific client groups as defined by the Division of Early Learning. The Contractor agrees to maintain reasonable access to handicapped persons. <b>(Attachment <del>15</del> 14, A and D)</b></p>

		<p>m) <b>CFDA (Catalog of Federal Domestic Assistance) notification - CCDBG, CCDF, TANF, and SSBG, and PDG:</b> The Contractor shall ensure all its activities under the Contract shall be conducted in conformance with the current provisions and regulations required under the:</p> <ol style="list-style-type: none"> <li>1) Child Care Development Block Grant (hereinafter referred to as "CCDBG"), CFDA number 93.575,</li> <li>2) Child Care and Development Fund (hereinafter referred to as "CCDF"), CFDA number 93.596, 42 USC § 9858 et seq. and section 418 of Title IV-A of the Social Security Act, as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act and subsequent amendments, 42 USC § 618,</li> <li>3) Temporary Assistance for Needy Families Program (hereinafter referred to as "TANF"), CFDA number 93.558, 42 USC § 601 - 619,</li> <li>4) Social Services Block Grant (hereinafter referred to as "SSBG"), CFDA number 93.667,</li> <li>5) <del>ESSA Preschool Development Grants Birth Through Five (hereinafter referred to as "PDG"), CFDA number 93.434,</del></li> <li>6) 45 C.F.R. Parts 74, 92, 98 and 99, and 260-265, and</li> <li>7) Other applicable federal regulations and policies promulgated hereunder.</li> </ol> <p>u) <b>Certification of Filing and Payment of Federal Taxes:</b> The Contractor agrees to comply with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523) as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than \$5,000,000. <b>(Attachment 14 13)</b></p>
<b>2</b>	<b>6</b>	<b>II. SCOPE OF SERVICE TASKS - School Readiness Program</b>
		This contract provides School Readiness <u>and School Readiness Plus Program</u> services to eligible children and families; services necessary to develop and to maintain a safe, cost effective, family friendly system protects at-risk children; and assistance for families to become or remain economically self-sufficient.
<b>3</b>	<b>8-9</b>	<b>A. ELIGIBILITY AND ENROLLMENT (SR)</b>
		22. Shall supply all data or reports necessary to comply with the following Administration for Children and Families (ACF) reporting requirements for school readiness programs: ACF-800, ACF-801, ACF-696, ACF-400, <del>for the ARPA Stabilization Grants (ACF-901),</del> for any other ACF-funded early learning program or service (including the Early Learning Coalition Annual Report and Quality Progress Report) and data requirements as defined by DEL.
<b>4</b>	<b>9</b>	<b>B. LOCAL MATCH AND GRANT MANAGEMENT (SR)</b>
		The Contractor:

		<p>6. <u>Must receive commitment of local School Readiness matching funds before expending state matching funds and shall document receiving and expending School Readiness Match contributions in the SSIS.</u></p> <p>7. <u>Shall determine parent/guardian and child eligibility for School Readiness Match funding. Initial eligibility is limited to low-income working parents whose family income is at or below seventy percent (70%) SMI (state median income) as long as the income does not exceed eighty-five percent (85%) SMI.</u></p>
<b>5</b>	<b>9</b>	<b>C. RESOURCE MANAGEMENT (SR)</b>
		<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>1. <b>BUDGET SURPLUS/DEFICIT:</b> The Contractor shall serve 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>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, as defined in the most recent version of the DEL Standard Codes document, and local match. The slot funding should not be expended over the contracted budget amount. 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>\$17,720,629</del> <b>\$18,453,220</b>, unless written arrangements are made with the Coalition to move additional funds into the slot budget. This funding is inclusive of the annual DEL School Readiness Grant Award including local match funds (when applicable), 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>
<b>6</b>	<b>10</b>	<b>D. PROVIDER SERVICES / EDUCATION (SR)</b>
		<p>2. Shall make accurate payments to providers on a timely basis, as set forth in their agreements and in conjunction with the <del>Coalition</del> DEL approved reimbursement rates and Parent Fee Schedule, or will notify them in a timely manner if payments are held up.</p> <p>3. Shall be responsible for ensuring rates do not exceed <del>the Coalition’s</del> DEL’s established rate schedules. Payments to Gold Seal providers must follow the guidelines established by the State and DEL, and are subject to adjustments due to budget constraints. And shall be responsible for ensuring differentials are only paid for eligible children who receive completed assessments during the appropriate Assessment Period.</p>

		4. Shall update <u>(the parent co-pay section only)</u> and <u>submit of the annual Parent Sliding Fee Scale and submit to the Coalition/DEL no later than April 1</u> each contract year.
<b>7</b>	<b>13-16</b>	<b>C. Methodology:</b> (CCR&R)
		<p>1. Provide all services, at a minimum, from 8 AM to 5 PM on weekdays excluding Contractor specific holidays per <b>Attachment 8 Z</b> to the Primary Early Learning Services contract.</p> <p>8. Maintain an up-to-date directory of community services and assist families on crisis calls/situations utilizing 211 where appropriate. Develop and maintain a directory of community resources at a minimum contains parent/consumer education programs <u>in accordance with Rule 6M-9.300(7)(a)(b)(c), F.A.C.</u>, child healthcare resources, child welfare and abuse resources, federal, state, and local financial assistance programs such as the Temporary Assistance for Needy Families (TANF) program, Low-Income Home Energy Assistance Program (LIHEAP), Supplemental Nutrition Assistance Program (SNAP), Special supplemental nutrition program for women, infants, and children (WIC), as well as any organization or service a family may qualify for that will support the family's financial independence, assist with developmental concerns and help fill an unmet need.</p> <p>12. Provide sufficiently oriented and trained CCR&amp;R Family Specialist and Family Service Coordinators for the provision of quality CCR&amp;R services. All staff must complete Level 1 and Level 2 Evaluations <u>in a timely manner within required timelines</u>. CCR&amp;R Specialists must complete the Level 1 evaluation within four (4) months of employment in the position. CCR&amp;R Coordinators and designated trainers must achieve Coordinator Certification within four (4) months of employment in the position. <del>Contractor must adhere to the DEL CCR&amp;R State Network requirement to send staff to required CCR&amp;R State Network trainings.</del> Designated CCR&amp;R staff shall participate in conference calls, webinar training, regional <u>or statewide</u> training, and conferences as funds permit. If an assigned CCR&amp;R representative cannot participate in a conference call or training, that representative must review minutes from the conference call or training, as applicable. Contractor must submit an annual CCR&amp;R Staffing List by the <b>last business day of August</b> and within five (5) business days <del>of staffing changes</del> <u>of a change in the designated CCR&amp;R Coordinator position in accordance with Rule 6M-9.300(10)(c).</u></p> <p>18. <del>The Contractor shall document each request for CCR&amp;R services on the CCR&amp;R Family Intake Form available in the SSIS. The Contractor shall pull monthly the Tableau CCR&amp;R Contacts and Case Notes Report (once fully operable by the Division of Early Learning) to monitor customer intakes completed by CCR&amp;R staff. The Contractor shall maintain records associated with CCR&amp;R service delivery, document each request for services in SSIS and monitor customer intakes completed by CCR&amp;R staff and data in accordance with Rule 6M-9.300(6) and (9) F.A.C.</del></p>

		<p>21. Develop an annual "CCR&amp;R Family Engagement <u>and Community Outreach Plan</u>" to be submitted to the Coalition/DEL by <b>August 31, 2024</b>. And develop an annual "CCR&amp;R Accessibility Report" to be submitted to the Coalition/DEL by <b>August 31, 2025</b>. The reports shall be submitted in the formats designed annually by DEL.</p> <p>27. Complete quality assurance assessments (QAA) on fifty (50) percent of the CCR&amp;R staff by <b>December 31</b> and complete assessments on the remaining fifty (50) percent of CCR&amp;R staff by <b>June 30</b>. DEL permits the Contractor to assess more than fifty (50) percent of their staff prior to December 31. The Contractor shall retain QAA completion data for each CCR&amp;R staff member on the staff list in accordance with Rule 6M-9.300(<del>11</del>)(10)(d), F.A.C.</p>
<b>8</b>	<b>17</b>	<b>F. Collaboration:</b> (Quality)
		<p><del>If applicable, the</del> Contractor will administer <b>DEL's Early Learning Florida Contract(s)</b> [in cooperation with The <b>University of Florida</b> Board of Trustees, a public body corporate of the State of Florida for the benefit of its <b>Lastinger Center for Learning</b> ("University")] <b>with the Coalition</b> which is incorporated by reference as if set forth in its entirety herein except to the extent any terms or conditions as provided for under the Early Learning Florida Contracts conflict with the terms and conditions as stated in this agreement, the language of this agreement shall control. The Contractor will perform the services described within each contract's defined scope of services. The Contractor will be reimbursed based on the payment schedules and terms and conditions as set forth within each contract.</p>
<b>9</b>	<b>20</b>	<b>VI. METHODOLOGY</b> (SR)
		<p>3. Shall submit a quarterly "Staffing Allocation Report" by <b>July 20, 2024; October 20, 2024; January 20, 2025; and April 20, 2025</b>; and an email notification <b>within 30 calendar days of changes</b> in management staff positions funded by the contract, changes in contractor organization, and substantial transfer of duties within existing position descriptions. In addition, the Contractor will notify the Coalition <b>within five (5) business calendar days</b> of any change in key personnel positions. Key personnel positions include the C.E.O., Director of Program Operations or the Finance Officer.</p> <p>6. Shall maintain open offices Monday through Friday, excluding Contractor holidays per <b>Attachment 8 Z</b>, from 8:00 a.m. to 5:00 p.m. in the building in which the office is located. Contractor will notify the Coalition in writing if these conditions change, and alternative hours of service delivery shall be negotiated and approved by the Coalition.</p> <p>15. Shall require for each employee assigned to this contract to notify the Coalition within 48 hours of being arrested or removed from working on the contract for any criminal offense. The Contractor (and Coalition) shall review the alleged offense within 48 hours of notification, determine if the offense is one that</p>

		would exclude the employee under a Level 2 or level 1 screening (accordingly), and if so remove the employee from work on the contract. If the 48-hour period falls on a Saturday, Sunday, <u>or state</u> or Federal holiday, the determination shall occur the next business day. The Contractor will ensure the employee will not return to work (assigned to this contract) until cleared of all charges that would exclude the employee under a level 2 or level 1 background screening (accordingly).
<b>10</b>	<b>22-23</b>	<b>VII. Method of Payment (SR)</b>
		<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>\$21,141,675</del> <b>\$21,959,147</b>. This funding is inclusive of the annual DEL 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 be amended accordingly.</b> Up to and no more than <del>\$425,500</del> <b>\$485,783</b> may be allocated to administrative expenditures. Local match will be reimbursed based on funding from match raised from local grants up to the amount earned or the amount of the local grants, whichever is less.</p> <p><b>Additional School Readiness-Related Programs and Funding:</b></p> <p>The following programs' funding is <b>exclusive</b> of the annual DEL School Readiness Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the individual contracts and/or DEL Grant Agreements.</p> <p><b>A. The American Rescue Plan Act (A.R.P.A.)</b></p> <p>The ARPA <b>Stabilization</b> funding of <del>\$2,647,878</del> purpose is to stabilize and support Florida's entire network of early learning child care providers. These funds may be used on such categories as personnel costs, rent, utilities, facilities maintenance, insurance, personal protective equipment, cleaning, and other health and safety practices, equipment and supplies, goods and services, and mental health services for child care provider staff and children. This grant also funds the ARPA Build a World Class Workforce Initiatives.</p> <p>The ARPA <b>Discretionary</b> grant of <del>\$890,007</del> <b>\$85,856</b> funds the Build CLASS Capacity Double Coding Initiative, and the Impact Child Outcomes Expand Access to Curriculum Initiative.</p> <p>The ARPA <b>Early Learning Discretionary</b> Grant Program provides <del>\$9,617,578</del> to continue many of the initiatives funded in prior iterations as well as new initiatives which further support investments in high quality early care and education (Professional Training, Workforce/Local initiatives, Outreach, Equipment/Supplies, Curriculum, and Software).</p> <p>Per Notice of Award no more than 5% of total expenditures shall be expended for administrative activities, for a <b>total dollar amount of \$13,155,463.</b></p> <p><b>B. The Coronavirus Response and Relief Supplemental Act (C.R.R.S.A.)</b></p>



is additional funding to support private early learning/child care providers and contracted school district providers that are providing on-site early learning/child care services on the date of application, to assist them in remaining open during the COVID-19 crisis. Per Notice of Award no more than 5% of total expenditures shall be expended for administrative activities, for a **total dollar amount of \$1,279,153.**

**Funding Sources:** General Appropriations Act, Specific Appropriations 84, 86, and 89, provides funds from the Child Care and Development Block Grant Trust Fund, General Revenue Fund, and Welfare Transition Trust Fund, Preschool Development Birth to Five Grant, and Federal Grants Trust Fund for the programs described in this agreement.

**Unallowable or Prohibited Expenditures**

The State of Florida Reference Guide for State Expenditures, which includes all grant funds, prohibits, unless expressly provided by law or proviso, expenditures from program funds for the following items:

1. Congratulatory telegrams.
2. Flowers and/or telegraphic condolences.
3. Entertaining visiting dignitaries.
4. Refreshments such as coffee and doughnuts.
5. Decorative items (e.g., globes, statues, potted plants, picture frames, desk plaques, etc.).
6. Greeting Cards: Per s. 286.27, F.S., use of state funds for greeting cards is prohibited.
7. Purchase or lease of motor vehicles are prohibited, unless expressly provided by law, in accordance with section 287.14(3), F.S.
8. Similarly, Attorney General Opinion 78-101 prohibits, unless expressly provided by law, expenditures from program funds for gift cards.

Payment of items used generally for the personal convenience of employees, (example: portable heaters, fans, refrigerators, microwaves, clocks for private offices, coffee pots and supplies, and supplemental lighting fixtures, etc.), and which are not apparently necessary in order for the Contractor to carry out its statutory duties must provide justification for the purchase of these items or perquisite approval. State funds cannot be expended to satisfy the personal preference of employees (example: an agency may not purchase more expensive office furniture or equipment than is necessary to perform its official duties because the employee prefers a more expensive item).

<b>11</b>	<b>24-25</b>	<b>VIII. SAFEGUARDING INFORMATION, DATA, AND REPORTING SYSTEMS</b>
		<p>The Contractor will:</p> <ol style="list-style-type: none"> <li>1. Use and maintain the single statewide information system DEL established for managing the Wait List, tracking children’s progress, coordinating services among stakeholders, determining child eligibility, reflecting child enrollment</li> </ol>

in the SR and VPK Programs, tracking child attendance and streamlining provider administrative processes. Contractor ~~will also establish a~~ shall designate at least one (1) but not more than two (2) system administrators (Coalition User Managers). ~~The system administrator/IT security officer who~~ shall be responsible for implementing the confidentiality provisions and securing the integrity of the data. It is strongly recommended the system administrator and IT security officer be one in the same. Responsibilities include ensuring the appropriate DEL-issued data confidentiality forms are properly executed for both internal and external users of any data system associated with the School Readiness and VPK program. System Administrators (Coalition User Managers) manage coalition user accounts for the Coalition Services Portal. The Contractor shall manage access permissions in accordance with Chapter 60GG-2 - State of Florida Cybersecurity Standards, which includes incorporating the principles of "least privilege" and "Separation of Duties". In addition, the Contractor will designate at least one staff person as the Wait List system administrator. The Contractor will ensure user accounts are managed at the local level and are held only by current staff members. Only current staff members may hold user accounts. Users may not share accounts. Unused accounts with thirty (30) days of inactivity will be deactivated.

10. Ensure the Contractor's Information Systems Security policies and procedures will contain criteria and standards as set forth in DEL Policy 5.02, Information Systems Security Program Policy, section III.C., reflecting at a minimum: 4. security training and awareness, ~~10.~~ contingency planning, ~~12.~~ identification and authentication, ~~14.~~ antivirus, ~~16.~~ personnel security, ~~22.~~ mobile computing, ~~25.~~ remote access, ~~30.~~ database security, ~~31.~~ media management, and ~~32.~~ password management.
11. ~~The Contractor shall develop and implement Protocol 11, access control, except in lieu of executing a data security agreement, the Contractor shall complete DEL Memorandum of Understanding and data security agreement or appropriate nondisclosure agreement as provided. The Contractor will maintain the completed data security agreement forms or nondisclosure agreement, and ensure the form is completed within seven (7) calendar days of the first day an employee or individual has access to the data systems. The Contractor shall comply with DEL Program Guidance 101.02 – Records Confidentiality, and 60GG-2 State of Florida Cybersecurity Standards. The Contractor shall ensure each employee or other individual(s) with access to confidential information completes and signs DOE Acceptable Use Policy Form prior to having access to the confidential information, and the Contractor shall retain this form on file.~~
12. ~~Participate in routine Single Statewide Information System data security reviews to ensure compliance with DEL Policy 5.02. The Contractor may participate in information security related training offered by DEL to satisfy the requirements of Policy 5.02, section III. C., protocol 4. Security Training and Awareness.~~  
The Contractor shall ensure that all employees take the Florida Department of Education (FDOE) security awareness training within 30 days of the employees' start date and ongoing annual training for reinforcement of security practices.

<b>12</b>	<b>27</b>	<b>Force Majeure:</b> (SR and VPK)
		<p>Neither the Coalition nor the Contractor shall be liable to the other for any delay or failure to perform under the agreement if such delay or failure is neither the fault nor the negligence of the Coalition or the Contractor or their employees or agents. This holds true if the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if there is no available alternate supply source.</p> <p>However, in the event of delay from <u>any of</u> the foregoing causes, the Coalition or the Contractor shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the Coalition or the Contractor's performance obligation under the agreement.</p> <p>If the delay is <u>deemed</u> excusable under this paragraph, the delay will not result in any additional charge or cost to either the Coalition or the Contractor under the agreement. In the case of any delay the Contractor believes is excusable under this paragraph, the Contractor shall notify the Coalition and describe the cause of the delay or potential delay in writing within ten (10) calendar days after the cause that creates or will create the delay.</p> <p>The <u>foregoing preceding three sentences</u> shall be the Contractor's sole remedy or excuse regarding the delay. The Contractor must provide notice in strict compliance with this section to receive the remedy.</p>
<b>13</b>	<b>30-31</b>	<b>Attestations/Certifications Required</b> (in order of location in contract):
		<ul style="list-style-type: none"> <li>• Clean Air and Water Acts [<b>page 2, item "a"</b>]</li> <li>• Equal Employment Opportunity (E.E.O.) [<b>Page 3, item "d"</b>]</li> <li>• Energy Efficiency [<b>Page 3, item "h"</b>]</li> <li>• United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 [<b>Page 4, item "n"</b>]</li> <li>• Trafficking Victims Protection Act of 2000 [<b>Page 4, item "o"</b>]</li> <li>• Certification Regarding Environmental Tobacco Smoke–The Pro-Children Act of 2001 [<b>Page 4, item "p"</b>]</li> <li>• System for Award Management (SAM) (<b>Page 5, item "s"</b>)</li> <li>• Certification Regarding Lobbying (<b>Attachment 3</b>)</li> <li>• Debarment and Suspension Certification (<b>Attachment 4</b>)</li> <li>• Drug Free Workplace Certification (<b>Attachment 5</b>)</li> <li>• Annual Internal Control Certification Form (<b>Attachment 13 12</b>)</li> <li>• Certification of Filing and Payment of Federal Taxes (<b>Attachment 14 13</b>)</li> <li>• Assurances – Non-Construction Program (Non-Discrimination, Davis Bacon Act, Environmental Standards Statements) (<b>Attachment 15 14, A</b>)</li> <li>• Certification Regarding Convicted Vendor List and Discriminatory Vendor List (<b>Attachment 15 14, B</b>)</li> <li>• Unauthorized Aliens Statement (<b>Attachment 15 14, C</b>)</li> <li>• Facility Accessibility Evaluation (<b>Attachment 15 14, D</b>)</li> </ul>

		<ul style="list-style-type: none"> <li>• Certification Regarding Separation of VPK and SR-Program Early Learning Funds (<b>Attachment 15 14, E</b>)</li> <li>• Audit Requirements (<b>Attachment 15 14, F</b>)</li> <li>• Certification Regarding Immigration Status (<b>Attachment 15 14, G</b>)</li> <li>• Certification Regarding Standards of Conduct (<b>Attachment 15 14, H</b>)</li> <li>• Certification Regarding ACORN (<b>Attachment 15 14, I</b>)</li> <li>• The Transparency Act (<b>Attachment 15 14, J</b>)</li> <li>• Scrutinized Companies List (<b>Attachment 15 14, K</b>)</li> <li>• Certification Regarding Subrecipient Monitoring (<b>Attachment 15 14, L</b>)</li> <li>• Assurance for Proper Expenditure Reporting (<b>Attachment 15 14, M</b>)</li> <li>• CCDF Salary Cap Annual Testing Requirements (<b>Attachment 15 14, N</b>)</li> <li>• Certification regarding Non-profit Organization Status as a Non-major Corporation (<b>Attachment 15 14, O</b>)</li> <li>• Certification of Cost Allocation Plan or Indirect Cost Rate Proposal (<b>Attachment 15 14, P</b>)</li> <li>• Procurement of Recovered Materials (<b>Attachment 15 14, Q</b>)</li> <li>• Assurances - Construction Programs, if applicable (<b>Attachment 15 14, R</b>)</li> <li>• Other Miscellaneous/General Disclosures (<b>Attachment 15 14, S</b>)</li> <li>• Conflicts of Interest (<b>Attachment 15 14, T</b>)</li> <li>• Procurements and other Purchases (<b>Attachment 15 14, U</b>)</li> <li>• Property (<b>Attachment 15 14, V</b>)</li> <li>• Purchase of American-Made Equipment and Products (<b>Attachment 15 14, W</b>)</li> <li>• Reporting of Matters Related to Recipient Integrity and Performance (<b>Attachment 15 14, X</b>)</li> <li>• Compensation Report Requirements (<b>Attachment 15 14, Y</b>)</li> </ul>
14	33	<b>II. THE COALITION AGREES:</b> (VPK)
		<p><b>B. Contract Amount &amp; Availability of Funding</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>\$16,864,874</del> <b>\$17,403,445</b> (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 <del>3.6%</del> <b>4.5%</b> of the slot total (or <b>90%</b> of the <del>4%</del> <b>5%</b> administrative fees allowed) may be allocated to administrative expenditures earned, and subject to the availability of funds.</p> <p><b>Additional Voluntary Prekindergarten-Related Programs and Funding:</b></p> <p>The following programs' funding is <b>exclusive</b> of the annual DEL Voluntary Prekindergarten Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the individual contracts and/or DEL Grant Agreements.</p> <p><b>A. VPK Coordinated Screening / Progress Monitoring</b></p> <p>This contract shall be supplemented by an amount not to exceed <del>\$121</del> for VPK Coordinated Screening / Progress Monitoring services supported by the E.S.S.E.R. II (Elementary and Secondary School Emergency Relief) Funding grant.</p>

		<p><b><del>B:</del> A. VPK Program Assessments</b>  This contract shall be supplemented by an amount not to exceed <del>\$172,163</del> <b>\$180,292</b> for VPK Program Assessments.</p>
<b>15</b>	<b>41</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>\$16,864,874</del> <b>\$17,403,445</b> (less the Coalition's administrative costs portion). Of this amount, no more than <del>3.6%</del> <b>4.5%</b> of the slot total (or <b>90%</b> of the <del>4%</del> <b>5%</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)–(5), and 110.503, F.S. (awards and volunteer recognition), and section 216.345, F.S. (membership dues and licensing fees).</p> <p><b>Additional Voluntary Prekindergarten-Related Programs and Funding:</b></p> <p>The following programs' funding is <b>exclusive</b> of the annual DEL Voluntary Prekindergarten Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the individual contracts and/or DEL Grant Agreements.</p> <p><b><del>A. VPK Coordinated Screening / Progress Monitoring</del></b>  This contract shall be supplemented by an amount not to exceed <del>\$121</del> for VPK Coordinated Screening / Progress Monitoring services supported by the E.S.S.E.R. II (Elementary and Secondary School Emergency Relief) Funding grant.</p> <p><b><del>B:</del> A. VPK Program Assessments</b>  This contract shall be supplemented by an amount not to exceed <del>\$172,163</del> <b>\$180,292</b> for VPK Program Assessments.</p>
<b>16</b>	<b>42</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>\$16,864,874</del> <b>\$17,403,445</b> (less the Coalition's administrative costs portion) subject to the availability of funds and provision of limitation of <del>3.6%</del> <b>4.5%</b> of administrative costs earned. The Coalition agrees to reimburse for VPK services, including administrative, enrollment, monitoring, and VPK slots.</p>

		<p><b>Additional Voluntary Prekindergarten-Related Programs and Funding:</b></p> <p>The following programs' funding is <b>exclusive</b> of the annual DEL Voluntary Prekindergarten Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the individual contracts and/or DEL Grant Agreements.</p> <p><b>A. VPK Coordinated Screening / Progress Monitoring</b>  This contract shall be supplemented by an amount not to exceed <del>\$121</del> for VPK Coordinated Screening / Progress Monitoring services supported by the E.S.S.E.R. II (Elementary and Secondary School Emergency Relief) Funding grant.</p> <p><del>B.</del> <b>A. VPK Program Assessments</b>  This contract shall be supplemented by an amount not to exceed <del>\$172,163</del> <b>\$180,292</b> for VPK Program Assessments.</p>
<b>17</b>	<b>45-46</b>	<b>6. Order of Precedence</b>
		<p>If there is any conflict between the provisions in the agreement and the standards the CCDF State Plan sets forth and federal and state law (in which case, the Coalition may modify the agreement from time to time), resolution will occur in the following order of priority. If a lower priority law contains a stricter requirement, the stricter requirement <del>prevails</del> <u>shall always prevail</u>.</p> <ol style="list-style-type: none"> <li>1. Federal law.</li> <li>2. State law.</li> <li>3. The agreement.</li> <li>4. The CCDF State Plan.</li> </ol>
<b>18</b>	<b>47-48</b>	<b>E. Access to Records</b>
		<p>2. IF THE Contractor HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:</p> <p><u>Division of Early Learning</u>  <u>250 Marriott Drive</u>  <u>Tallahassee, Florida 32399</u>  <u>(850)717-8550</u>  <u><a href="mailto:PRR@fldoe.org">PRR@fldoe.org</a></u></p> <p><u>Department of Education</u>  <u>Division of Early Learning</u>  <u>325 West Gaines Street, Suite 522</u>  <u>Tallahassee, FL 32399-0400</u>  <u>(850) 245-0735 or</u>  <u><a href="mailto:PublicRecordsRequest@fldoe.org">Public Records Request (fldoe.org)</a></u></p>

19	52	<b>L. Purchasing and Prior Approval</b>
		<p>3. Prior Approval:</p> <p>a. The Contractor must submit a Prior Approval Request, using the appropriate prior approval process as outlined in the Florida Department of Education/Division of Early Learning Prior Approval Program Guidance 240.05 and in contract <b>Attachment 11 10</b>, for any cost item or administrative requirement requiring prior approval referenced in contract <b>Attachment 12 11</b>.</p> <p>b. The Contractor will submit the Annual Approval Requests by <b>June 15<sup>th</sup></b> of each year for the upcoming grant period. The Contractor will submit the Individual Cost Items prior approval requests for items which annual approval is not available.</p> <p>c. The Contractor must receive Coalition/DEL approval before expending any cost item or administrative requirement requiring prior approval listed in contract <b>Attachment 12 11</b>.</p>
20	53-54	<b>O. Intellectual Property, Copyrights, Patent Rights, Royalties, and Rights In Data</b>
		<p>1. All data the Coalition DEL creates or the Contractor receives from the Coalition DEL, whether electronic or hardcopy, during the duration of this agreement is <u>and shall remain the Coalition's DEL's property</u>. The Contractor shall surrender it to the Coalition DEL without delay at no cost to the Coalition DEL upon expiration, termination or cancellation of this agreement (see 45 CFR part 92.36(i)(9)). The following terms and conditions apply to all grants recipients, unless explicitly waived.</p> <p>a. With respect to all products created by the Contractor pursuant to this agreement, said materials will be <u>and shall remain</u> the property of DEL.</p> <p>b. To the extent any product constitutes a "work" within the meaning of U.S. copyright laws, 17 United States Code Service (USCS) 101, et seq., it shall be a "work for hire." In the event a court of competent jurisdiction determines a product or material is not a work for hire as a matter of law, the Contractor shall assign and convey to DEL all right, title and interest in the product or material and require its employees and subcontractors to do the same.</p> <p>c. The Contractor agrees its employees will not assert any <u>ownership of ownership or claim of</u> the product produced pursuant to this agreement. The Contractor shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure DEL's rights.</p> <p>d. Any claim by the Contractor of ownership of pre-existing copyrights should be explicitly stated in the project documentation.</p> <p>e. The Contractor agrees if it hires any third party to perform any work pursuant to this agreement, the work shall be on a "work for hire" basis and shall not in any way infringe upon DEL's <u>rightful</u> ownership of the product.</p>

		<p>f. The Contractor agrees not to convey any <u>real or asserted</u> rights in the product to a third party.</p> <p>g. If the Contractor hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the Contractor, the Coalition, and DEL the non-exclusive license to use the product.</p> <p>2. A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between <del>the Coalition</del> DEL and the Contractor in order to further the use of the products in the educational community.</p> <p>3. Pursuant to 45 CFR part 92.36(i)(8), the Contractor agrees to the extent applicable under this agreement to comply with the following –</p> <p>a. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the contractor in any resulting invention in accordance with 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative agreements", and any implementing regulations issued by the awarding agency. See this link for complete details if applicable: <a href="http://www.gpo.gov/fdsys/pkg/CFR-2011-title37-vol1/pdf/CFR-2011-title37-vol1-chapIV.pdf">http://www.gpo.gov/fdsys/pkg/CFR-2011-title37-vol1/pdf/CFR-2011-title37-vol1-chapIV.pdf</a>.</p> <p>b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from the agreement, or in any way connected with <u>the broad topic of</u> Early Learning programs, the Contractor shall refer the discovery or invention to DEL.</p> <p>4. Pursuant to s. 286.021, F.S., if the discovery or invention arises or is developed in connection with the use of state funds, <del>the Coalition and</del> DEL will refer it to the Department of State to determine whether patent protection will be sought in the name of the state of Florida. Any and all patent rights accruing under or in connection with the performance of the agreement are hereby <u>expressly</u> reserved to the state of Florida.</p> <p>5. Pursuant to s. 286.021, F.S., and subject to claims of the USDHHS, any and all copyrights accruing under or in connection with the Contractor's execution of its duties under the agreement, funded by Early Learning Program funds, are hereby reserved to the state of Florida.</p> <p>6. Pursuant to 45 C.F.R. part 92.34, the USDHHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the agreement and any rights of copyright which the Contractor or its sub grantees or contractors purchase with such federal funds.</p> <p>7. Pursuant to federal and state laws, the Contractor will not violate the copyrights of any third party during the performance of the scope of work for this grant award.</p> <p>The Contractor further warrants that as to each Deliverable produced pursuant to this award, Contractor's production of the Deliverable(s), and the <del>Coalition's</del> <u>Division's</u> use of the Deliverable(s), will not infringe on the copyrights of any third party. This provision applies to each work of authorship</p>
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		<p>in which copyrights subsist pursuant to 17 U.S.C. Section 102 – 105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the Contractor additionally warrants the following:</p> <ol style="list-style-type: none"> <li>a. As to each work of software or other “information technology”, as defined in s. 287.012(15), F.S., in which copyrights subsist, the Contractor has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverable(s).</li> <li>b. As to each image and sound recording incorporated into a Deliverable, the Contractor <u>agrees it</u> has acquired the necessary rights, releases, and waivers from the person whose image or sound included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic sculptural, motion pictures, audiovisual work or sound recording from which the included image or sound recording was taken.</li> </ol>
<b>21</b>	<b>56</b>	<b>T. Public Entity Crimes</b>
		<p>Federal funds may not be disbursed to parties excluded from receiving Federal contracts or financial and nonfinancial assistance and benefits. Prior to execution of contracts or agreements, the Contractor must verify that no party to the agreement is included on the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. <u>Contractor staff can register on USDA website – Disqualified List to view up to date information regarding the disqualified list. Current Documentation of verification shall be maintained at all times</u> by the Contractor.</p>
<b>22</b>	<b>57</b>	<b>Z. Incident Reporting</b>
		<p>Known or suspected incidents of fraud, program abuse, or criminal conduct shall be reported to the Coalition immediately and complete the procedure for reporting suspected fraud in Early Learning Programs, per Sections 414.39 and 414.411 F.S., <u>and make every effort to recover any overpayments during or after termination proceedings, if applicable, and</u> as instructed by Florida Division of Early Learning.</p>
<b>23</b>	<b>57-58</b>	<b>BB. Warrant of Ability to Perform</b>
		<p>Furthermore, the Contractor warrants, to the best of its <u>collective</u> knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition that would in any way prohibit, restrain or diminish the Contractor’s ability to perform under the agreement. The Contractor shall immediately notify Coalition in writing if its ability to perform is compromised <u>for any reason</u> in any manner or if it becomes involved in any litigation during the term of the agreement.</p>
<b>24</b>	<b>60</b>	<b>HH. Notification of Legal Action</b>

		The Contractor shall notify the Coalition of legal actions taken against it or potential <u>legal actions of which it may become aware</u> , such as lawsuits, related to services provided through this Agreement or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the Coalition.
<b>25</b>	<b>60</b>	<b>JJ. Office of Minority Business Enterprise Reporting</b>
		The Coalition is dedicated to <u>supporting, tracking and increasing its small minority business enterprise spending with prime contractors and subcontractors help improve business opportunities for Florida-based woman-, veteran-, and minority-owned small businesses</u> as s. 287.0943, F.S., requires. The Contractor shall submit the <u>Minority Sub Contractors Utilization Summary</u> report quarterly, regardless of whether the ELC has spent the funds with a small, minority-, women-, and service-disabled veteran business enterprise subcontractor for the quarter. The Contractor shall submit the expenditures report to the Coalition's Finance Manager by the <b>20th calendar day following the end of each quarter</b> and uploading to the designated place on DEL's Share Point.
<b>26</b>	<b>61</b>	<b>KK. Breach of Security/Confidentiality</b>
		<p>For purposes of this agreement, as defined in Chapter 282.0041 <u>(19)</u> F.S., "Security Incident" means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies, or standard security practices. An imminent threat of violation refers to a situation in which the state agency has a factual basis for believing a specific incident is about to occur.</p> <p>For purposes of this agreement, "Breach of Security" means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the Contractor does not constitute a breach of security, provided the information is not used for a purpose unrelated to the contract or subject to further unauthorized use. As defined in Chapter <del>282.0041</del> <u>501.171(1)(a)</u>, F.S., "Breach" means a confirmed event that compromises the confidentiality, integrity, or availability of information or data.</p> <p>The Contractor agrees to comply with s. 501.171, F.S. related to the security of confidential personal information and understands that the Contractor for this purpose will be considered a third party agent as referenced in this statutory section.</p> <p>The Contractor shall immediately notify the Coalition <del>and DEL's Inspector General (at <a href="mailto:Inspector.General@del.fldoe.org">Inspector.General@del.fldoe.org</a>)</del> and the Department's Information Security Manager (at <a href="mailto:Information.Security@del.fldoe.org">Information.Security@del.fldoe.org</a> <a href="mailto:InfoSecTeam@fldoe.org">InfoSecTeam@fldoe.org</a>) in writing of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives. Notwithstanding requirements of s. 501.171(3), F.S., the Contractor's notification shall be made in writing to the Coalition and <del>DEL's IG</del> the Department's Security Manager within 24 hours after the Contractor learns of the security incident or breach.</p>
<b>27</b>	<b>63</b>	<b>B. Termination</b>

		<p>2. <u>Termination Due to Lack of Funds</u> - In the event funds to finance this contract become unavailable, the Coalition may terminate this contract upon no less than twenty-four (24) hours' notice in writing to the Contractor. Said Notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Coalition shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this contract to another program thus <u>creating or</u> causing "lack of funds".</p>
<b>28</b>	<b>71</b>	<b>Attachment 6 Sliding Parent Fee Schedule</b>
		(Attached, page 23 revisions replaces original contract attachment and is incorporated as part of this amendment.)
<b>29</b>	<b>72-77</b>	<b>Attachments 7-A – 7-F (REMOVED/DELETED) Provider Reimbursement Rate Schedules for Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties</b>
		These attachments were deleted as these rates are assigned by DEL as of 07/01/24. Language was added (in <b>item #10</b> , above) that the Contactor is required to pay all child care providers the time-of-services DEL established rates. The remaining contract attachment numbers (#8 through #15) were then re-numbered (to #7 through #14).
<b>30</b>	<b>78</b>	<b>Attachment 8 7 Holidays</b>
		(Attached, page 24 revisions replaces original contract attachment and is incorporated as part of this amendment.)
<b>31</b>	<b>79-80</b>	<b>Attachment 9 8 School Readiness Budget</b>
		(Attached, pages 25-26. Pages 27-28 replaces the original contract attachment and is incorporated as part of this amendment.)
<b>32</b>	<b>81</b>	<b>Attachment <del>10</del> 9 Voluntary Prekindergarten Budget</b>
		(Attached, page 29 revisions replaces original contract attachment and is incorporated as part of this amendment.)
<b>33</b>	<b>82-84</b>	<b>Attachment <del>11</del> 10 Prior Approval Program Guidance</b>
		(Attached, pages 30-32 revisions replaces original contract attachment and is incorporated as part of this amendment.)

<b>34</b>	<b>85-88</b>	<b>Attachment 42 <u>11</u> Prior Approval Program Guide (Attachment B)</b>
		(Attached, pages 33-36 revisions replaces original contract attachment and is incorporated as part of this amendment.)
<b>35</b>	<b>89</b>	<b>Attachment 43 <u>12</u> Annual Internal Control Certification Form</b>
		(Changed the attachment number ONLY.)
<b>36</b>	<b>90</b>	<b>Attachment 44 <u>13</u> Filing and Payment of Taxes Certification</b>
		(Changed the attachment number ONLY.)
<b>37</b>	<b>91-105</b>	<b>Attachment 45 <u>14</u> Contract Assurances and Certifications</b>
		(Changed the attachment numbers, plus any other revisions separately listed below.)
<b>38</b>	<b>93</b>	<b>B. Certification Regarding Convicted Vendor List and Discriminatory Vendor List, Section 287.133 Florida Statutes</b>
		<p>The Contractor hereby assures, through the duly appointed authorized 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, no placed on the convicted vendor list, suspended vendor list, or discriminatory vendor list, pursuant to s. 287.134, Florida Statutes, all of which are located at <a href="http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list">http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list</a>.</p> <p>The Contractor understands and agrees that it is required to inform the Coalition immediately, <u>through the most expeditious means available</u>, upon any change of circumstances regarding this status.</p>
<b>39</b>	<b>93-94</b>	<b>E. Certification Regarding Separation of Early Learning Funds <del>Voluntary Prekindergarten Education Program and School Readiness Program Funds, Section 1002.71(1) and (7) F.S., and 45 CFR Part 98.54</del></b>
		<p><del>The Voluntary Prekindergarten (VPK) Education Program and the School Readiness Programs are independent programs, funded by separate state and federal sources. All expenditures made and fiscal records maintained by the Contractor shall reflect the separation of the expenditure of funds. Records shall adequately identify the source and application of funds by OCA for each program/activity.</del></p> <p><del>The Contractor hereby certifies that:</del></p> <p><del>All School Readiness (Child Care Development fund, Temporary Assistance to Needy Families, Social Services Block Grant and General Revenue and matching) funds will be expended solely for the operation of the School Readiness Programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the Contractor. All state general revenue funds disbursed for the operation of the Voluntary Prekindergarten Education Program shall be used solely in the operation of the Voluntary Prekindergarten Education Program and shall be distinctively and clearly identifiable in all fiscal records maintained by the Contractor.</del></p>

		<p>Pursuant to ss. 1002.71(1) and (7), F.S., s. 1002.89, F.S., and 45 C.F.R. part 98.56, the VPK and SR Programs are independent programs with separate state and federal funding. All Contractor expenditures made, and fiscal records maintained shall reflect funds expenditure separation and such funds shall be distinctive and clearly identifiable in all fiscal records the Contractor maintains. The Contractor hereby certifies it will expend all:</p> <ol style="list-style-type: none"> <li>1. SR (Child Care and Development Fund, TANF, Social Services Block Grant and General Revenue and matching) funds solely for operating the SR Program.</li> <li>2. State general revenue funds awarded solely for operating the SR Plus Program.</li> <li>3. State general revenue funds awarded solely for operating the VPK Program.</li> </ol>
<b>40</b>	<b>94-98</b>	<b>F. Audit Requirements</b>
		<p><b>2.State-funded</b></p> <p>2.1 The Office’s Notice of Award indicates <del>State resources</del> funding provided by the Florida Legislature to implement early learning and education programs awarded through the Office/ELC by this agreement. In determining the State awards expended in its fiscal year, the Contractor shall consider all sources of State awards, including State resources received from the Office/ELC.</p> <p>2.2 In the event the Contractor expends \$750,000 or more of state financial assistance in any fiscal year, the Contractor must have a state single or project-specific audit conducted accordance with the Florida Single Audit Act; Florida Single Audit Act; Chapter 69I-5, F.A.C.; Chapter 10.550 (local governmental entities) <del>or Rule 61H1-20.0093</del>, F.A.C., Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.</p> <p>2.6 <del>Find a</del>Additional information regarding the Florida Single Audit Act is available at the Florida DFS website <del>State Single Audit resources</del> DFS website located at <a href="https://apps.fldfs.com/fsaa/">https://apps.fldfs.com/fsaa/</a>.</p> <p><b>4.Report Submission</b></p> <p>4.2 Submit one electronic copy of the financial reporting package and files described above in Section B.3. to the <b>Coalition’s Finance Manager</b> and the Division of Early Learning at the following address using the following SharePoint path:</p> <p style="padding-left: 40px;"><del>Division of Early Learning</del>  <del>Financial Management Systems Assurance Section (FMSAS)</del>  <del>Email – <a href="mailto:DEL.questions@del.fldoe.org">DEL.questions@del.fldoe.org</a></del>  <del>Website – DEL Share Point site:</del>  <del><a href="#">DEL Portal/Partners/Contractor site/FMSAS Document Exchange – Restricted/ 2023-24 FMSAS/Annual Audit Report Files</a></del>  <del><a href="#">SharePoint&gt;Coalition&gt;Document Exchange&gt;FMSAS Document Exchange&gt;FY FMSAS&gt;Annual Audit Files Zone&gt;</a></del></p>
<b>41</b>	<b>98</b>	<b>J. The Transparency Act (as defined in 2 CFR Part 170)</b>

		<p>The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein:</p> <p>HHS now requires this program award to adhere to the Sub-award and Executive Compensation reporting requirements of “the Transparency Act” (as defined in 2 CFR Part 170). Under the Transparency Act all sub awards (as defined in 2 CFR Part 170) over \$30,000 must be reported, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act (FFATA) at <a href="#">the HHS ACF website</a>.</p> <p><b>**This assurance may require a separate form to be completed and submitted to the Coalition by August 1 of each contract/fiscal year. All sub-grantees shall comply with the requirements outlined in this section and all additional requirements listed in current DEL grant agreement.</b></p>
<b>42</b>	<b>102</b>	<b>U. Procurements and other Purchases</b>
		<p>The Contractor must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. However, the Contractor is not required to competitively procure direct service providers for the SR or VPK Education Programs. The Contractor must have documented procurement policies and procedures that meet the minimum requirements of federal rules and regulations which are located at 2 CFR §§200.317-200.326 <del>7</del>, and/or Chapter 287, F.S., whichever is more restrictive.</p>
<b>43</b>	<b>103-104</b>	<b>Y. Compensation Report Requirements</b>
		<p><b>1.</b> In compliance with the Florida Governor’s Executive Order Number 20-44, DEL is responsible for obtaining detailed information about annual compensation and related benefits provided to executive leadership teams for all DEL subrecipients. Each ELC/entity shall submit the following forms/data items:</p> <p><b>1.1</b> Completed Annual Form 990, Return of Organization Exempt from Income Tax. Complete this form and all related attachments using instructions provided by the Department of the Treasury, Internal Revenue Service (IRS).</p> <p><b>1.2</b> Submit notice to DEL for any changes in total executive compensation, including executive director/Chief Executive Officer (CEO) and their direct reports, between annual compensation reports.</p> <p><b>1.2.1</b> DEL’s annual compensation reports are described in the prior section, <i>CCDF Salary Cap annual testing requirements</i>.</p> <p><b>1.2.2</b> ELCs/Sub recipients shall submit supplemental reporting for compensation changes in the DEL prescribed template.</p> <p><b>1.2.2.1</b> Each ELC/entity shall submit any changes in total executive compensation <b>within 14 calendar days of the change(s)</b> (<i>Supplemental Executive Compensation Report</i>)</p> <p><b>1.2.2.2</b> Submit the compensation change(s) by employee name, position, current compensation amount (converted into an hourly pay rate), new compensation amount (converted to an hourly pay rate) and indicate the amount and percent of compensation from all sources, including state and federal allocations.</p> <p><b>1.2.2.3</b> Bonuses, incentive payments and annual pay increases are all compensation increases that shall be reported to DEL.</p>

**2.** DEL's tasks for compensation analysis also require periodic inquiries about and related instructions for allowable compensation activities. Total compensation for any executive leadership team member may include one or more of the following categories if authorized by DEL. Related DEL instructions for each of these categories are included here.

**2.1 — Salary.** Employee salary is a fixed regular payment, typically paid on a monthly or biweekly basis but often expressed as an annual sum, made by an employer to an employee.

**2.2 — Bonuses/Incentive Payments.** Bonuses or incentive payments are a type of compensation an employer gives to an employee that complements their base pay or salary.

**2.2.1** Employee signing and/or retention bonuses are not authorized by DEL as allowable program costs.

**2.2.2** Employee bonuses or other incentive payments shall be reported to DEL as described above in section 1.2.

**2.3 — Cashed in/cashed out leave.** The practice of converting a portion of an employee's accrued paid time off (PTO) hours (earned following an entity's established/standard policies) into cash compensation that is paid to an employee.

**2.3.1** DEL only authorizes/allows an entity's accrued sick leave balances to be redeemed for cash payments to an employee at employee termination and in accordance with the employer's standard HR/employee policy manual.

**2.3.2** DEL only authorizes/allows an entity's accrued vacation leave balances to be redeemed for cash payments to an employee at employee termination and in accordance with the employer's standard HR/employee policy manual.

**2.4 — Cash equivalents.** Cash equivalents are short term investment securities with assets. This type of compensation is not applicable to or authorized by DEL.

**2.5 — Severance payments.** Severance pay is any compensation and/or benefits (beyond those included in/described by the employer's standard HR/employee policy manual) offered to an employee after their employment is over or stops. Since these payments are not required by federal and/or state laws, this type of compensation is not authorized by DEL from grant, grant program income, or matching funds.

**2.6 — Deferred compensation/retirement benefits.** Deferred compensation is an arrangement in which a portion of an employee's earned income is paid out at a later date after which the income was earned. This type of compensation is allowable, if authorized and included in/described by the employer's standard HR/employee policy manual.

**2.7 — Real property "gifts".** The following federal/state citations apply for this category of activity.

**2.7.1** Federal guidance from 2 CFR 200.434, *Contributions and donations*, instructs that the cost of contributions and donations, including cash, property, and services from the non federal entity to other entities (including individuals) is unallowable.

**2.7.2** Federal guidance from 2 CFR 200.445, *Goods or services for personal use*, instructs use of federal funds for the personal benefit of the non-Federal entity's employees is unallowable.

**2.7.3** The State of Florida Attorney General Opinion #78-01 requires expressed or implied legal authority to expend federal and/or state funds. DEL does not have the ability to authorize this type of activity.

		<p><b>2.8 Other payout(s).</b> No other types of compensation are authorized by DEL.</p> <p>In accordance with Executive Order 20-44, each grantee meeting the following criteria shall provide to the department an annual report in the format required by the department: 1) all entities named in statute with which the agency must form a sole source, public private Agreement and 2) all entities that, through contract or other Agreement with the State, annually receive fifty percent (50%) or more of their budget from the State or from a combination of State and Federal funds This report shall detail the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the grantee shall submit with the annual report the most recent Return of Organization Exempt from Income Tax, Form 990, if applicable, or shall indicate that the grantee is not required to file such Form 990. This report shall be emailed to: ExOrder20-44@fldoe.org and uploaded to SharePoint/Coalitions Zone/ELC Name/FMSAS Document Exchange Current Year FMSAS/Current Year Compensation Reporting by March 1 of each year and when there is any change to executive staff compensation. Executive Order 20-44 may be obtained via this link: <a href="https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-44.pdf">https://www.flgov.com/wp-content/uploads/orders/2020/EO_20-44.pdf</a></p>
<b>END OF AMENDMENTS</b>		





**ATTACHMENT 8 7**

**HOLIDAY SCHEDULE**

**Independence Day**

**Labor Day (first Monday in September)**

**Veteran's Day (November 11)**

**Thanksgiving Day (fourth Thursday in November)**

**Friday after Thanksgiving Day**

~~**Christmas Eve**~~

**Christmas Day**

**New Year's Day**

**Martin Luther King Jr. Day (third Monday in January)**

**Memorial Day (last Monday in May)**

The Contractor may, at its discretion, observe up to three (3) additional holidays or office closures for a total of no more than twelve (12) paid holidays/closures per calendar year.

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**ATTACHMENT 9 8**  
**SCHOOL READINESS BUDGET (deletions)**

State of Florida Notice of Award No. EL434	
CFDA# / Name	Federal Award #
93.558 / TANF and MOE	2301FLTANF (21.15%)
93.575 / CCDF Discretionary, ARPA	G2301FLCDD and 2101FLCDC6 (54.47%)
93.596 / CCDF Mandatory	G2301FLCCDF (4.80%)
93.596 / CCDF Matching and MOE	G2301FLCCDM (19.54%)
93.667 / SSBG	G2301FLS0SR (0.06%)
	Grand Total 100%

Description	OCA	ECS Dollar Amounts	Coalition Dollar Amounts	Total ECS and ELC
General Administration	97BBA, 97FIR, 97LCA	\$425,500	\$560,403	\$985,903
Non-direct Services	97BBD	415,170		415,170
Systems	97SYS			
Eligibility Determination	97BDE	731,517		731,517
Quality	97Q00, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	970,538	544,166	1,534,704
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	402,843		402,843
Inclusion	97QIN	128,554		128,554
Resource & Referral	97Q14	366,924		366,924
<b>Total Non-Slots (Non-Direct)</b>		<b>3,421,046</b>	<b>1,114,569</b>	<b>4,565,615</b>
SR Matching Funding		167,352		167,352
Slots		17,553,277		17,553,277
<b>Total Slots (Direct Services)</b>		<b>17,720,629</b>		<b>17,720,629</b>
<b>Grand Totals</b>		<b>\$21,141,675</b>	<b>\$1,114,569</b>	<b>\$22,286,244</b>
				<b>NOA Total</b>

**Other Direct Services:** (EL434) [CFDA #93.575/Child Care Development Fund (CCDF Discretionary)]

Gold Seal Payments	97GSQ, 97IGS (Fed Awards: CRRSA-2101FLCCC5 11.22%, ARPA-2101FLCDC6 88.78%)	\$1,085,049		\$1,085,049
Performance Funding	QPIPQ, QPICQ (Fed Award ARPA-2101FLCDC6 100%)	\$918,914		\$918,914
Special Needs	SPCRQ (Fed Award ARPA-2101FLCDC6 100%)	\$233,437		\$233,437

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

(Exclusive of DEL School Readiness Grant Award Funding) *(deletions)*

<p><b>A. (A.R.P.A.) (EL434)</b></p> <p><b><del>The American Rescue Plan Act – Stabilization Funding</del></b>          CFDA# 93.575/Child Care Development Fund (CCDF)          [amount includes up to <del>5%</del> (<del>\$132,394</del>) for General Administration]          Federal Award No. 2101FLCSC6 – 100% funding:          ARPA Stabilization Funds <span style="float:right">\$2,444,564</span>          ARPA Build a World-Class Workforce Initiatives <span style="float:right">203,314</span>  <b>Total</b> <span style="float:right"><b>\$2,647,878</b></span></p> <p><b><del>The American Rescue Plan Act – Discretionary</del></b>          CFDA# 93.575/Child Care Development Fund (CCDF)          [amount includes up to <del>5%</del> (<del>\$44,500</del>) for General Administration]          Federal Award No. 2101FLCDC6 – 100% funding:          ARPA Build CLASS Capacity Double Coding Initiative (OCA ARPDC) <span style="float:right">26,442</span>          ARPA Impact Child Outcomes Expand Access to Curriculum Initiative (OCA ARPCR) <span style="float:right">863,565</span>  <b>Total</b> <span style="float:right"><b>\$890,007</b></span></p> <p><b><del>The American Rescue Plan Act – Early Learning Discretionary (ELDG)</del></b>          CFDA# 93.575/Child Care Development Fund (CCDF)          [amount includes up to <del>5%</del> (<del>\$480,879</del>) for General Administration]          Federal Award No. 2101FLCDC6 – 100% funding:          Professional Training, Workforce/Local initiatives, Outreach, Equipment/Supplies,          Curriculum, and Software <span style="float:right">\$9,617,578</span>  <b>Total</b></p> <p><b>Grand Total</b> <span style="float:right"><b>\$13,155,463</b></span></p>	
<p><b>B. (C.R.R.S.A.) Coronavirus Response and Relief Supplemental Act Funding (EL434)</b>          CFDA# 93.575/Child Care Development Fund (CCDF)          Federal Award No. 2101FLCCC5 – 100% funding          [amounts include up to <del>5%</del> (<del>\$63,958</del>) for General Administration]</p> <p>CRRSA-ELC Program Outreach and Awareness and Family Supports  <b>Total</b> <span style="float:right"><b>\$1,279,153</b></span></p>	

**ATTACHMENT 9 8**  
**SCHOOL READINESS BUDGET** *(additions)*

State of Florida Notice of Award No. EL435	
CFDA# / Name	Federal Award #
93.558 / TANF and MOE	2401FLTANF (19.28%)
93.575 / CCDF Discretionary, ARPA	G2401FLCCDD (57.08%)
93.596 / CCDF Mandatory	G2401FLCCDF (4.37%)
93.596 / CCDF Matching and MOE	G2401FLCCDM (19.20%)
93.667 / SSBG	2401FLS0SR (0.05%)
	Grand Total 100%

Description	OCA	ECS Dollar Amounts	Coalition Dollar Amounts	Total ECS and ELC
General Administration	97BBA, 97FIR, 97LCA	\$485,783	\$560,403	\$1,046,186
Non-direct Services	97BBD	503,272		503,272
Systems	97SYS			
Eligibility Determination	97BDE	698,236		698,236
Quality	97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	815,445	580,088	1,395,533
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	468,621		468,621
Inclusion	97QIN	163,943		163,943
Resource & Referral	97Q14	370,627		370,627
<b>Total Non-Slots (Non-Direct)</b>		<b>3,505,927</b>	<b>1,140,491</b>	<b>4,646,418</b>
SR Matching Funding		191,498		191,498
Slots		18,261,722		18,261,722
<b>Total Slots (Direct Services)</b>		<b>18,453,220</b>		<b>18,453,220</b>
<b>Grand Totals</b>		<b>\$21,959,147</b>	<b>\$1,140,491</b>	<b>\$23,099,638</b>
				<b>NOA Total</b>

**Other Direct Services:** (EL435) [CFDA #93.575/Child Care Development Fund (CCDF Discretionary)]

Gold Seal Payments	97GSQ, 97IGS (CFDA#93.575, CCDF Dis, Fed Award #G2401FLCCDD 92.51%, CCDF Dis, ARPA Fed Award #2101FLCDC6 7.49% = 100%)	\$1,117,355		\$1,117,355
Performance Funding	QPIPQ, QPICQ (CFDA#93.575, CCDF Dis, Fed Award #G2401FLCCDD 100%)	\$860,979		\$860,979
Special Needs	SPCRQ (CFDA#93.575, CCDF Dis, Fed Award #G2401FLCCDD 100%)	\$132,869		\$132,869

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

(Exclusive of DEL School Readiness Grant Award Funding) *(additions)*

<p><b>A. (A.R.P.A.) (EL435)</b></p> <p><b>The American Rescue Plan Act – Discretionary</b>          CFDA# 93.575/Child Care Development Fund (CCDF)          [amount includes up to <b>5%</b> (<b>\$4,293</b>) for General Administration]          Federal Award No. 2101FLCDC6 – 100% funding:</p> <p><u>Admin</u> <span style="float:right"><u>\$4,293</u></span></p> <p>ARPA Build CLASS Capacity Double Coding Initiative (OCA ARPDC) <u>AND</u> <span style="float:right"><u>\$81,563</u></span></p> <p>ARPA Impact Child Outcomes Expand Access to Curriculum Initiative (OCA ARPCR) <span style="float:right"><u>\$85,856</u></span></p> <p>Total</p>	
<p><b>B. Early Learning Contract</b> (through the University of Florida Lastinger Center)</p> <p>Effective dates <u>07/01/24 – 06/30/25</u></p> <p><b>Total</b> (total dollar amount up to and not to exceed) <span style="float:right"><u>\$10,000</u></span></p>	

**ATTACHMENT 10 9**  
**VOLUNTARY PREKINDERGARTEN BUDGET**

Episcopal Children's Services and  
The Early Learning Coalition of North Florida  
**VPK Budget**

State of Florida Notice of Award No. <del>EL434</del> <u>EL435</u> /CFSA#48.108 (100%)		
Description	OCA	Amount
VPK Administration	VPADM	<del>\$349,466</del> <u>\$492,901</u>
VPK Enrollment	VPENR	<del>174,318</del> <u>192,961</u>
VPK Monitoring	VPMON	60,000
<b>Total ECS Administrative Costs</b> (up to <del>3.6%</del> <u>4.5%</u> of slots earned)		<del>583,784</del> <u>745,862</u>
<i>Coalition Administrative Costs</i> (up to <del>0.4%</del> <u>0.5%</u> of slots earned)		<del>\$64,865</del> <u>\$82,874</u>
<b>Total Non-Slots (ECS + Coalition)</b> (4% <u>5%</u> of slots earned)		<del>\$648,649</del> <u>\$828,735</u>
Direct Services - Slots		<del>\$16,216,225</del> <u>\$16,574,710</u>
<b>Grand Total</b>		<del>\$16,864,874</del> <u>\$17,403,445</u>

**Additional VPK-Related Programs and Funding**

(Exclusive of DEL VPK Grant Award Funding)

<b>A. VPK Coordinated Screening / Progress Monitoring</b> (EL434) [E.S.S.E.R. II (Elementary and Secondary School Emergency Relief) Funding]  CFDA# 84.425D/Elementary and Secondary School Emergency Relief (ESSER) Fund Federal Award No. S425D210052 — 100% funding  <b>Total</b>	          <b>\$121</b>
<b>B. A. VPK Program Assessment</b> (EL434 <u>EL435</u> )  CFSA# 93.575, Federal Award No. <del>G2301FLCCDD</del> <u>G2401FLCCDD</u> — <del>32.02%</del> <u>69.96%</u> funding CSFA# 48.108, <del>67.98%</del> <u>30.04%</u> funding  <b>Total</b>	          <b>\$172,163</b>  <b>\$180,292</b>

**ATTACHMENT ~~14~~ 10**  
**Prior Approval Program Guidance**

**Florida Department of Education Division of Early Learning**  
**Program Guidance 240.05**  
**Prior Approval**

**OF INTEREST TO**

The Division of Early Learning (DEL, the Division), Early Learning Coalitions (ELCs, Coalitions), and other direct subrecipients of DEL implementing federal and state early learning programs.

**AUTHORITY**

[2 CFR §200](#) – Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

[45 CFR §75](#) – U.S. Department of Health and Human Services (USDHHS), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

Reference to any laws, rules and regulations in this guidance document includes revisions to those laws and regulations made after the effective date of this guidance document.

**BACKGROUND**

OMB Uniform Grant Guidance (UGG) and USDHHS regulations establish cost principles and standards for determining allowable activities and costs for federal awards carried out through grants, cost reimbursement contracts, and other agreements. Some administrative requirements and cost items are allowable only with prior approval from the awarding agency. Coalitions and other direct subrecipients must obtain prior approval from DEL for applicable administrative requirements and cost items within [2 CFR §200](#) and [45 CFR §75](#).

Per [45 CFR 75.407](#), under any given Federal award, the reasonableness and allocability of certain items of costs may be difficult to ~~be determined~~ determine. In order to avoid subsequent disallowance or dispute based on unreasonableness or non-allocability, coalitions and other direct subrecipients may seek the prior written approval from DEL in advance of the incurrence of special or unusual costs. Prior written approval should include the timeframe or scope of the agreement. The absence of prior written approval on any element of cost will not, in itself, affect the reasonableness or allocability of that element, unless prior approval is specifically required for allowability as described under certain circumstances within of [2 CFR §200.407](#) and parts of [45 CFR §75.407](#).



Any acquisition that will be capitalized for financial statement purposes requires prior approval for grant reporting purposes. For the equipment and other capital expenditures cost items, prior approval must be requested for all items that meet the lesser of the requestor's capitalization threshold or \$5,000. Acquisitions or creation of software applications that meet the capitalization requirements of generally accepted accounting principles also require prior approval.

## DEFINITIONS

### Prior Written Approval

Written approval by an "authorized official" evidencing prior consent before a recipient undertakes certain activities or incurs specific costs ([45 CFR §75.2](#)).

### Authorized Official

For purposes of this guidance, the DEL Financial Administration and Budget Services Manager and/or his/her delegate is the authorized official.

## INSTRUCTIONS

A comprehensive list of the administrative requirements and cost items requiring prior approval is provided in Attachment [H B](#) - Prior Approval Reference Guide. DEL allows annual prior approval for some items, while others require individual prior approval, as identified in Attachment II.

To request prior approval from DEL: See Attachment [I A](#) - How to Submit a Prior Approval Request.

Retain clear supporting documentation for all costs associated with prior approval requests in order to establish the expenditure:

- Meets the cost principles (is necessary and reasonable for proper and efficient performance and administration of the grant);
- Is authorized or not prohibited under federal, state, or local laws or regulations;
- Conforms to any limitations or exclusions set forth in the UGG, federal laws, terms and conditions of the federal award, or other governing regulations as to types or amounts of cost items; and
- Is consistent with applicable policies, regulations and procedures.

## DEL DISPOSITION

DEL will respond to submitted prior approval requests via the Division of Early Learning Financial Administration and Budget Portal within five business days from the date the

request is submitted. DEL will notify the requestor if additional processing time is needed due to substantial research by the Office or where federal approval may be required.

DEL will provide the final disposition (approved or declined) on the prior approval request via the Division of Early Learning Financial Administration and Budget Portal.

Prior approval by DEL is only applicable to transactions funded in full or in part by monies received directly from DEL and other early learning related transactions funded by other monies subject to federal/state laws, rules, and program regulations (i.e., program income, match donations, etc.).

Prior approval by DEL is based on the limited information submitted with the request as justification for the proposed expenditure or action. DEL may question or disallow the expenditure if it is not in accordance with the facts presented or OMB and HHS requirements. Factors which may be considered by a monitor or auditor include, but are not limited to the following:

- Inadequate documentation
- Failure to follow internal (local), state, or federal policies or procedures
- Expenditure is determined either not necessary, not reasonable, not allocable, or not allowable
- Non-compliance with applicable federal or state laws or regulations

**Please note:** Costs submitted for prior approval remain subject to applicable federal/state grant program laws, rules, regulations and guidance regarding allowability. Prior approval does not limit DEL's ability to assess potential questioned or disallowed costs if a transaction receives prior approval but is later found to be prohibited.

## EFFECTIVE DATE

Issuance of this guidance represents approval by DEL management of the indicated procedures and related administrative forms. These procedures will be effective as of the date of this guidance. Revised June 30, 2017; effective date July 1, 2017. Revised and reissued July 1, 2019. Revised and reissued July 1, 2021. Revised and reissued July 1, 2023.

## ATTACHMENTS

Attachment **A** - How to Submit a Prior Approval Request

Attachment **B** - Prior Approval Reference Guide

~~Please direct questions and comments to the Division of Early Learning at~~ If you have questions, contact [DEL.questions@del.fldoe.org](mailto:DEL.questions@del.fldoe.org)

**ATTACHMENT 12 11**

**Prior Approval Reference Guide**

**Program Guidance 240.05 (Attachment # B)  
Prior Approval Reference Guide**

Administrative Requirement/ Cost Item	Reference/Citation	Description	Annually or Per Occurrence
Compensation – personal services	2 CFR §200.430(c), (i)(6) and (7); 45 CFR §75.430(c), (i)(6) and (7)	Alternative proposal for personnel expense documentation based on outcomes and milestones for program performance.	Annually
Compensation – fringe benefits	2 CFR §200.431(i)(2)(ii); 45 CFR §75.431(i)(2)(ii)	Costs of abnormal or mass severance pay.	Per Occurrence
	2 CFR §200.431(i)(4); 45 CFR §75.431(i)(4)	Severance payments to foreign nationals employed by the non-federal entity outside the U.S., to the extent that the amount exceeds the customary or prevailing practices for the non-federal entity in the U.S.	Per Occurrence
	2 CFR §200.431(i)(5); 45 CFR §75.431(i)(5)	Severance payments to foreign nationals employed by the non-federal entity outside the U.S. due to the termination of the foreign national as a result of the closing of, or curtailment of activities by, the non-federal entity in that country.	Per Occurrence
	2 CFR §200.431(g)(6)(ii); 45 CFR §75.431(g)(6)(ii),	Pension costs funded after the six month period (or a later period agreed to by the cognizant agency for indirect costs) are allowable in the year funded.	Per Occurrence
	2 CFR §200.431(h)(2); 45 CFR §75.431(h)(2)	Post-Retirement Health Plans costs funded after the six month period (or a later period agreed to by the cognizant agency) are allowable in the year funded.	Per Occurrence
Cost sharing or matching	2 CFR §200.306(c); 45 CFR §75.306(c)	Unrecovered indirect costs may be included as part of cost sharing or matching.	Per Occurrence

Administrative Requirement/ Cost Item	Reference/Citation	Description	Annually or Per Occurrence
Direct costs	2 CFR §200.413(c); 45 CFR §75.413(c)	Direct charging of administrative and clerical staff salaries based on our current use of OCAs to "direct charge."	Annually
Equipment	2 CFR §200.313(a)(2); 45 CFR §75.320(c)	Encumber the title of property acquired under a federal award. This will be required only for assets with value greater than \$5,000, based on FDOE Green Book instructions provided at state level.	Per Occurrence
	2 CFR §200.313(e); 45 CFR §75.320(e)	Instructions for disposition of equipment acquired under a federal award no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency. This will be required only for assets with value greater than \$5,000, based on FDOE Green Book instructions provided at state level.	Per Occurrence
Equipment and other capital expenditures	2 CFR §200.439(b)(1); 45 CFR §75.439(b)(1)	Direct charge capital expenditures for general purpose equipment, buildings and land.	Per Occurrence
	2 CFR §200.439(b)(2); 45 CFR §75.439(b)(2)	Capital expenditures for special purpose equipment.	Per Occurrence
	2 CFR §200.439(b)(3); 45 CFR §75.439(b)(3)	Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life.	Per Occurrence
Exchange rates	2 CFR §200.440(a); 45 CFR §75.440(a)	Cost increases for fluctuations in exchange rates which results in the need for additional federal funding or significantly reduce the scope of the project.	Per Occurrence
Fines, penalties, damages and other settlements	2 CFR §200.441; 45 CFR §75.441	Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations.	Per Occurrence
Fixed amount awards	2 CFR § 200.201(b)(5); 45 CFR § 75.201(b)(5)	Changes in principal investigator, project leader, project partner, or scope of effort.	Per Occurrence

Administrative Requirement/ Cost Item	Reference/Citation	Description	Annually or Per Occurrence
Fixed amount subawards	2 CFR §200.332; 45 CFR §75.353	Provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided the subawards meet the requirements for fixed amount awards in 2 CFR §200.201 or 45 CFR §75.201.	Per Occurrence
Fund raising and investment management costs	2 CFR §200.442(a); 45 CFR §75.442(a)	Fund raising costs for the purposes of meeting the federal program objectives.	Per Occurrence
Goods or services for personal use	2 CFR §200.445(b); 45 CFR §75.445(b)	Direct costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses.	Per Occurrence
Insurance and indemnification	2 CFR §200.447(b)(2); 45 CFR §75.447(b)(2)	Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, federal government property.	Per Occurrence
Intangible property	2 CFR §200.315(a); 45 CFR §75.322(a)	Encumber the title of property acquired under a federal award.	Per Occurrence
Memberships, subscriptions, and professional activity costs	2 CFR §200.454(c); 45 CFR §75.454(c)	Costs of membership in any civic or community organization.	Annually
Organization costs	2 CFR §200.455; 45 CFR §75.455	Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the non-Federal entity in connection with establishment or reorganization of an organization.	Per Occurrence
Participant support costs	2 CFR §200.456; 45 CFR §75.456	Direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.	Annually

Administrative Requirement/ Cost Item	Reference/Citation	Description	Annually or Per Occurrence
Pre-award costs	2 CFR §200.458; 45 CFR §75.458	Costs incurred prior to the effective date of the federal award directly pursuant to the negotiation and in anticipation of the federal award where such costs are necessary for efficient and timely performance of the scope of work.	Annually
Program income	2 CFR §200.307(e)(2); 45 CFR §75.307	Program income may be added to the award.	Per Occurrence
	2 CFR § 200.307(e)(3); 45 CFR § 75.307	Program income may be used to meet the cost sharing or matching requirement of the federal award.	Per Occurrence
Real property	2 CFR §200.311(b) and (c); 45 CFR §75.318(b) and (c)	Use of real property and disposition instructions for real property acquired or improved under a federal award when it is no longer needed for the originally authorized purpose.	Per Occurrence
Rearrangement and reconversion costs	2 CFR §200.462(a); 45 CFR §75.462(a)	Direct cost for special arrangements and alterations costs incurred specifically for a federal award.	Per Occurrence
Revision of budget and program plans	2 CFR § 200.308(c); 45 CFR § 75.308(c)	Listed program or budget-related changes.	Per Occurrence
Selling and marketing costs	2 CFR § 200.467; 45 CFR § 75.467	Direct costs of selling and marketing any products or services when necessary for the performance of the federal award.	Per Occurrence
Taxes (including Value Added Tax)	2 CFR § 200.470(c); 45 CFR § 75.470	Use of the foreign government value added tax refunds for approved activities under the federal award (where the federal award has not expired).	Per Occurrence
Travel costs	2 CFR §200.475(a); 45 CFR §75.474(a)	Travel costs of governmental officials covered by 2 CFR §200.444 and 45 CFR §75.444 when specifically related to the federal award.	Per Occurrence
	2 CFR §200.47(c)(2); 45 CFR §75.474(c)(2)	Travel costs for dependents of six months or more in duration.	Per Occurrence

THIS AMENDMENT shall begin on September 11, 2024, 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 37 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 \_\_\_\_\_

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of the FY2024-25 budget for Early Learning Coalition of North Florida.
<b>Reason for Recommended Action</b>	<p>The budget is an estimate of expected expenses for the upcoming year. This budget is in accordance with the Notice of Award dated August 9, 2024 and the budget submitted to DEL on August 12, 2024</p> <p>If not approved, we will be operating without an approved budget.</p>
<b>How the Action will be accomplished</b>	Board Approval and submission to OEL.



**Early Learning Coalition of North Florida**  
**FY 2024-2025**

	<b>5/8/2024</b>	<b>9/11/2024</b>
	<b>2024-2025</b>	<b>2024-2025</b>
	<b>Initial Budget</b>	<b>Revision 1</b>
<b>Notice of Awards</b>		
School Readiness (SR)	\$ 22,000,000	\$ 25,210,841
Voluntary PreKindergarten (VPK)	16,000,000	17,583,737
<b>Total Notice of Award</b>	<b>\$ 38,000,000</b>	<b>\$ 42,794,578</b>
<b>Subrecipient Expense</b>		
School Readiness (SR)	\$ 20,895,000	\$ 24,070,350
Voluntary PreKindergarten (VPK)	15,895,000	17,500,863
<b>Total Subrecipient Expense</b>	<b>\$ 36,790,000</b>	<b>\$ 41,571,213</b>
<b>Grant Funds Available to ELC of North FL</b>	<b>\$ 1,210,000</b>	<b>\$ 1,223,365</b>
<b>Other Donations and Revenue</b>		
Interest Income	\$ 600	\$ 600
Miscellaneous Donations	3,300	2,500
<b>Total Revenues</b>	<b>\$ 1,213,900</b>	<b>\$ 1,226,465</b>
<b>ELC of North Florida Estimated Expense</b>		
Salaries	\$ 665,000	\$ 663,500
PR Taxes	51,000	51,627
Health Insurance & HSA Contributions	125,000	125,000
Pension	35,000	35,002
Life, Disability, and WC	9,000	9,000
Staff Development	14,000	10,000
Contract Services	4,000	5,500
Auditing	19,000	20,000
Legal	500	500
Printing & Reproduction	1,000	1,000
Repairs & Maintenance	1,000	1,000
Office Sites - Occupancy	51,000	51,000
Postage, Freight & Delivery	1,000	1,000
Rentals - Office Equipment	3,000	3,000
Office Supplies	10,000	10,500
Communications	24,000	24,000
D & O Insurance	5,500	5,500
General Liability	18,000	22,000
Equipment <\$1,000	3,000	3,000
Equipment >\$1,000	3,000	3,000
Travel - In State	8,000	8,000
Travel - Out of State	11,000	11,000
Travel - Local	7,000	7,000
Bank Fees	200	200
Software/Licenses/Support	15,000	16,200
Web Service	70,000	70,000
Other employee expenditures	1,000	1,000
ADP Fees	7,100	9,600
Dues & Subscriptions	19,000	19,000
Taxes, Licenses and Fees	500	500
Misc. - Other Current Charges	9,600	8,000
Quality Program	30,000	30,000
<b>Total ELC North Florida Estimated Expense</b>	<b>1,221,400</b>	<b>1,225,629</b>
<b>Surplus or (Loss)</b>	<b>\$ (7,500)</b>	<b>\$ 836</b>

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Association of Early Learning Coalitions, Inc. Annual Membership Dues of \$9,125.00
<b>Reason for Recommended Action</b>	The Association of Early Learning Coalitions, Inc. is our link to ongoing legislation concerning early childhood learning in the state of Florida.  If this is not done, we not be up to date on the latest legislature etc.
<b>How the Action will be accomplished</b>	Board approval

**Association of Early Learning Coalitions, Inc.**

206-B S. Monroe St.  
Tallahassee, FL 32301  
+18503865050



# INVOICE

**BILL TO**

ELC of North Florida  
2450 Old Moultrie Road, Ste.  
103  
St. Augustine, FL 32086

**INVOICE #** 10304

**DATE** 07/03/2024

**DUE DATE** 08/01/2024

**TERMS** Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
<b>Annual Membership Dues</b> 2024-25 Annual Membership Dues	1	9,125.00	9,125.00
<b>Dues Note</b> Please make sure to indicate how much of the payment is from unrestricted funds (if any).	1	0.00	0.00

Association of Early Learning Coalitions, Inc. understands that any payment of membership dues, subscriptions or licensing fees by ELC, the records of which are maintained at the ELC shall be public records pursuant to s. 119.01 (3), F.S. This public records requirement applies only to the portion of activities of the organization(s) that pertain to the public federal/state grant programs the ELC funded.

**BALANCE DUE**

**\$9,125.00**

## ACTION ITEM SUMMARY

<p><b>DESCRIPTION</b></p>	<p><b>RETRO APPROVAL</b> (of <b>August 20, 2024</b>) for the TruTechnology Contract for Managed IT Services. Contract Effective October 1, 2024</p>
<p><b>Reason for Recommended Action</b></p>	<p>To approve the one-year contract, with four one-year renewals for managed IT services. The contract has:</p> <ul style="list-style-type: none"> <li>• Full time Managed services</li> <li>• Network, Server, Workstation &amp; Asset Management with 24/7 x 365 Monitoring and Management.</li> <li>• Managed Anti-Virus and Firewall Software for all offices</li> <li>• Cloud management</li> <li>• Microsoft Office 365 management</li> <li>• Monthly fee schedule of \$2,450</li> <li>• This contract is not to exceed \$29,400</li> </ul> <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 search for/procure and negotiate with another IT company to provide its services, and before current contract expires.</li> </ul>
<p><b>How the Action will be accomplished</b></p>	<p>RETRO APPROVAL by the Board</p>



**TRU**TECHNOLOGY

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***New Client Sign-up Packet***

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## New Client Information

Company: Early Learning Coalition of North Florida

Address: 2450 Old Moultrie Rd, Suite 103

City: St. Augustine State: FL Zip: 32086

Phone: (904) 342-2267 Fax: \_\_\_\_\_

Primary Contact(s): Marie Hanson

*This is the day-to-day contact person(s) helping direct our activity and provide necessary approvals when needed.*

Phone : 508-326-3322 (cell)

Email: mhanson@elcnorthflorida.org

After-Hours Contact(s): same as primary

*In the event of a critical systems outage identified by our monitoring systems after-hours, this person would be notified and would help to coordinate access to the office if needed.*

Special Contact Instructions: Text first and only call if there has been no response after 15 minutes, if unable to reach the primary contact then contact the next contact on file

*i.e. Text first and only call if there has been no response after 15 minutes, if unable to reach primary contact then contact the next contact on file*

Additional Locations Covered Under Agreement – Provide Full Address:

Palatka office, 3841 Reid Street, Palatka, FL 32177, Phone: 386-328-6232

## Service Components

### Ongoing IT Auditing (Included)

Everyone says they are proactive, but what is really being done to avoid your issues to begin with?

The term "proactive monitoring" is an oxymoron if we ever heard one. Don't wait for things to break before taking action. We are firm believers that an ounce of prevention is worth a pound of cure.

Welcome to our version of proactive (TruActive). We have a dedicated proactive services team. We assign an IT Auditor to your account, and they compare your environment to hundreds of standards on an ongoing basis, to find issues before they impact your business.

Your assigned IT Auditor will:

- Conduct recurring best practice reviews on dedicated days solely focused on your business
- Create and update documentation and knowledge base articles for both our teams to leverage
- Provide technical reporting to your assigned Technology Success Manager (TruCIO)

Experience for yourself how our truly proactive IT process can give you peace of mind.

### Fractional CIO Services (Included)

In the Managed Service Provider (MSP) industry an unfortunate turn of events has occurred. Account Managers (farmers) with a sales quota, have been rebranded as Fractional CIO's or vCIO's.

A CIO's success should not be based on if you buy products from them.

We took a different approach – meet the Technology Success Manager (TruCIO). This team is passionate about helping our clients achieve their goals using technology and make the most of their technology investment.

Your assigned TruCIO will:

- Conduct scheduled recurring business technology reviews, helping you to develop a long-term strategic plan
- Evaluate potential risks uncovered by your assigned IT Auditor
- Help you to clearly understand the business impact of technology related decisions
- Work hand in hand with our Solutions Design team to evaluate products and vendors to come up with creative solutions to your business challenges

Having a technology plan that supports your business goals is within reach.

## Happy to Help Desk (Included)

Mismanaged technology creates problems and risks, and it is important to be able to rely on a team you can trust.

We have a saying at TruTech, "Our clients see more value in not having the issue to begin with." TruSupport goes above and beyond by providing these valuable services to our clients:

- Vendor management – They are a single point of contact for all your hardware and software needs
- Unlimited remote support – Call, email, fill out our support form, the support team has your back
- Unlimited onsite support – We will never hesitate to run out when needed
- Expanded service desk hours – 7am to 6pm (ET) Monday through Friday and on-call 24x7x365 for emergencies at no additional charge

We would love your staff to have the positive experience of working with our support team.

## Wizard Behind the Curtain (Included)

This team operates seamlessly behind the scenes, so you don't have to worry about your IT knowing that we are watching over your systems.

For all the systems we manage, there is a lot that goes in to keeping them protected and running as efficiently as possible. From managing our client's standardized backup and disaster recovery platforms, to their patch management and endpoint security, this team oversees all systems that are deployed across our client base. We call this department TruDefend.

Here are some of the platforms the team oversees to reduce your risk:

- Cloud platforms – Microsoft Azure, Microsoft 365, Google G Suite, Microsoft Dynamics, Salesforce, and many more
- Backup and disaster recovery systems – Protecting your local and cloud data, providing management and ongoing testing of these systems to make sure they work when you need them most
- Patch management – Keeping many Microsoft and popular third-party applications current, addressing your vulnerabilities
- Desktop optimization – Automation to keep your computers running efficiently
- Next-Generation Antivirus – Providing protection from viruses and malware for servers and workstations (PC or Mac)
- Email security – Security awareness training, simulated phishing attacks, and Advanced Threat Protection (ATP)
- Dark web monitoring – Scanning for compromised credentials that could expose your systems and clients



## Solutions Design Services (Included)

When you know what you want to accomplish, but aren't quite sure how to get there, that's when the Solutions Design team (Design Desk) comes to the rescue.

Your assigned Technology Success Manager will engage the Design Desk and together they will go to market on your behalf to find and present the best solutions to consider that will achieve your business requirements. This research is included in our service plan as we would never want a client to hesitate to ask for our help.

When a path forward is chosen, they will build a detailed plan following the methodology shared above that the project team will execute on, schedule for implementation, and finalize your costs.

Examples of these engagements are:

- Addressing workflow issues with technology, building solutions to make your individual departments (i.e., sales, operations, marketing) more efficient and accountable
- Securing gaps identified during the auditing process that you agree makes sense to allocate budget towards
- Line of business application upgrades (i.e., Microsoft Dynamics GP (Great Plains), Sage Timberline, etc.) working with your vendors to update your systems to the latest release
- Designing the network for a new office location considering all connectivity and security concerns

With a clearly defined business requirement and path forward designed by our team, you will have all the information you need to plan, prioritize, and budget your technology initiatives accordingly.

## TruDefend Team (Included)

Critical cyber threats can go unnoticed, putting your organization's sensitive data at risk. That is why TruTechnology tackled that challenge head-on by establishing our TruDefend team—a dedicated group focused on monitoring our suite of security tools and swiftly responding to alerts.

Gone are the days of pulling resources away from their primary tasks to handle security incidents. There is always a dedicated escalation resource available to address any cybersecurity concerns, without disrupting ongoing projects or operations.

Here's what sets our TruDefend team apart:

- Proactive Monitoring: We continuously monitor our security tools, staying vigilant for any signs of potential threats or breaches.
- Rapid Response: When an alert is triggered, our TruDefend experts spring into action, swiftly investigating the issue and implementing necessary measures to mitigate risks.
- Incident Management: In the event of a security incident, our team follows a structured incident response plan, minimizing downtime and limiting the impact on your organization's operations.
- Continuous Improvement: We don't just react to threats; we also proactively assess and refine our security processes to stay ahead of emerging cyber threats.

We understand that cybersecurity is not one-size-fits-all. That's why our TruDefend services are tailored to your specific needs and risk profile, providing you with peace of mind knowing that your digital assets are in safe hands.

## Dedicated Project Team (On Demand)

How many times have you seen a project resource pulled off a project to help with a support escalation? We addressed that issue by creating a tiered support team with a dedicated escalation resource.

How many times have you seen a project resource pulled off a project to help with a support escalation? We addressed that issue by creating a tiered support team with a dedicated escalation resource. Problem solved – no need to bother the project team, ever. Another common pitfall is lack of a dedicated Project Manager. Project Engineers are great at tactical execution, however that is only a small part of a successful project.

- Conduct a kickoff meeting to go over the plan and confirm what success looks like
- Schedule the project from beginning to end including post-migration support if applicable
- Provide an end user communication plan so your team knows what to expect
- Complete a project closure meeting including documentation review and hand-off to the support team

When items such as these are left out of a project, it can be a bumpy ride for not only the client and their staff but even for the IT company and its staff. Please note that projects are not included in our monthly flat-rate for good reason – we can control the number of issues you have in your environment, however we can't control the amount of change you initiate in your business. If we were to charge a flat rate for projects in your per user price, then it would unfairly charge some clients more than others, and that's just not who we are.



## Flat Rate Pricing / Worksheet

For all the services defined above in the Service Components section and the TruTech Core Services and TruDefend security services detailed below in the Provided Services/Hardware/Software section (Exhibit A), we have blended our rate at the user level to simplify billing.

### Managed User Pricing

<b>What is it?</b>	A Managed user is defined as a full-time or part-time employee of the Client as well as interns, sub-contractors, consultants, or vendors, that access the Clients network resources (i.e., files, applications, printers, Internet, remote access) on an ongoing basis.
<b>Rate</b>	<b>\$245</b> per user, per month
<b>Quantity</b>	Please specify the initial number of Managed Users we will be supporting (MMA): 10
<b>Managed User Sub-Total</b>	<b>\$2,450</b>

### TruOffice Systems

<b>What is it?</b>	For all the hardware, equipment and associated subscriptions provided under this agreement listed under Provided Services/Hardware/Software (Exhibit A).
<b>Flat Rate</b>	<b>\$0</b>
<b>Financing</b>	Available thru 3 <sup>rd</sup> Parties, for a 60-month term the estimate is <b>\$0</b>

### Additional Server Project Included

<b>What is it?</b>	A fixed-rate project is included as part of this agreement with all labor costs covered under the managed services. This labor will cover installation or migration for one physical or cloud server.
<b>Flat Rate Labor</b>	<b>\$ 0</b>

### Total Monthly Pricing

<b>Min Monthly Rate</b>	Multiply the number of Managed Users by the corresponding quantity, then add the TruOffice Provided Systems and Included Projects Fee: <b>\$2,450</b>
<b>Agreement Term</b>	Length of agreement (months): <b>12 months</b>

### Pricing Notes

- All Users and Devices need to be covered by this plan as every device (i.e., desktop, laptop, smartphone, tablet, thin client) that accesses network resources, will require the same support, maintenance, monitoring, security software, and consideration across the board as everything is interconnected and can impact other systems.
- If additional hardware, software, or services are requested, a quote and addendum will be presented for review and approval.
- MS Office365, and additional 3rd party software licensing, not listed in Exhibit A, is billed on a separately on a separate invoice.
  1. Users, workstations, or mailboxes added or removed during the month will have prorated billing from the date of initial setup.
  2. Microsoft 365 is licensed per individual named user - accounts cannot be shared.

## Additional Costs

### Projects

**What is it?**

Assistance with helping define the budget for a project (initiative or move/add/change request), including selection of the right vendors and scoping the work to be completed, is all part of your service agreement (Solutions Design Services) along with the day-to-day support and management of your technology. When we make that project a reality through our Professional Services team, that is when separate billing occurs. Typical projects include an office move, line of business application implementation/update/upgrade, and PC refresh.

Most initiatives in business these days have a technology component related to them. There are also lifecycle events of the various systems in your environment that at times will need to be addressed. We don't control the products you select or the volume of the change in your business, so therefore treat these requests as separate projects performed by our Professional Services team. We found that having a separate team handle these requests allows all other departments to stay on task and focused on delivering our end-result of reducing issues and risk in your business, creating a stable platform for you to innovate on.

**Rate**

We guarantee that projects are performed on a flat rate when we have a clearly defined scope of work. Projects require 100% funding for any hardware/software associated with the project and 50% deposit for labor before scheduling and commencement of work.

**How do I use it?**

Submit a Service Request or discuss with your Technology Success Manager and our staff will work with you to define the project plan, timeline, and budget.

## Signatures

*By signing this Contract, the Parties hereto agree to all terms, conditions and covenants contained herein and that they are authorized to make such decisions for their respective organizations. The Parties acknowledge that this is a legally binding Contract and the Parties fully acknowledge that they each have accepted this Contract of their own free will and that the signing of this document was not the result of coercion or duress and that both Parties sought and received, or had the opportunity to seek and receive, the advice of legal counsel, of their choice, prior to signing this Contract.*

**IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.**

### NetGain Technologies dba TruTechnology

DocuSigned by:  
  
BD4E9AF71F494EF...  
(Authorized Signature)

Michael Hardy                                  CEO  
\_\_\_\_\_  
(Type or Print Name)                          (Title)

8/20/2024  
\_\_\_\_\_  
(Date)

### Client Legal Name:

DocuSigned by:  
  
66791625F4734E2...  
(Authorized Signature)

Dawn Bell    CEO  
\_\_\_\_\_  
(Type or Print Name)                          (Title)

8/20/2024  
\_\_\_\_\_  
(Date)

Onboarding Start Date: 9/1/2024  
Agreement/Billing Start Date: 10/1/2024



## New Client Terms and Conditions

### Service Provided

This service agreement (the "Agreement") is between the person and entity identified in the Client signature area ("Client") on the TruTechnology Service Description and Agreement document ("Service Description") and TruTechnology. By authorizing this Agreement, TruTechnology agrees to provide Client with the services described in the Service Description, and Client agrees to pay for those services, upon the terms defined in this document.

### Entire Agreement

Entire Agreement: This document contains the entire agreement between the parties regarding the subject matter herein and supersedes any prior agreements or representations, whether oral or written. No agreement, representation, or understanding not specifically contained herein or in the form of an addendum shall be binding, unless reduced to writing and signed by TruTechnology and the Client. However, the parties acknowledge and agree that the separate agreement entitled "ATTACHMENT I – ASSURANCES AND CERTIFICATIONS," which has been signed only by TruTechnology, shall be deemed valid and enforceable as part of this agreement.

### Minimum Monthly Amount ("MMA")

The MMA establishes the minimum billing amount for the Agreement. Each month, the actual quantity of services provided is compared to the MMA. If the actual amount is less than the MMA, the MMA amount will be billed for the upcoming month.

### Termination

Client subscribes for the Term and for the quantity of services noted in the TruTechnology Service Description and Agreement Document Flat Rate Pricing / Worksheet section. This noted Quantity of Users and TruOffice Equipment Provided establishes the Minimum Monthly Amount ("MMA" – Described below) for the term of the Agreement. The Term commences on the agreement Onboarding date.

Once the Term is in effect, if the client cancels before the end of the Length of Contract, the client will pay an Early Non-Renewal Penalty, as specified in the Schedule of Costs, Discounts and Non-renewal (Exhibit B). The early termination fee may be waived if there is a material breach of any terms in this agreement, and such breach remains uncured for 30 days after delivery to the breaching party of written notice.

Upon completion of the Initial Term or any subsequent terms, if a Termination Notice was provided, the client will retain all owned equipment. Please note the backup service is subscription-based and will not function past the term of the service agreement. The Microsoft subscription will be transferred to an alternate Microsoft Cloud Service Provider (CSP) to allow for an orderly migration of services. Please note no other services or products included as part of the Service Components section will continue to be provided past the cancelation or end date of the agreement.

Termination Notices must be sent in writing via USPS, FedEx, or UPS with signature conformation required, addressed to the addressee at its main office, as set forth below. This Termination Notice should include Client name, contact name, telephone #, address, requested termination date, and a formal request for termination.

Termination Due to the Lack of Funds - Any obligation to pay under this contract is contingent upon an annual

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

### Service Renewals and Rates

This Agreement will automatically renew for four (4) subsequent one-year terms upon completion of each term after the initial term, unless either party provides a written Termination Notice at least 90 days prior to the end of the current contract term. Upon auto-renewal, the Monthly Managed Agreement (MMA) fee will be adjusted based on the supported user count at the time of the first renewal term's invoice, as determined by TruTechnology. Any/all renewals are subject to the terms and conditions of the original agreement

The Base Fee will increase by 3% annually on each anniversary of the Effective Date to account for anticipated general market increases. A schedule of costs, including applicable discounts, cost increases, and a 'NOT TO EXCEED' total amount for each year, is outlined in Exhibit B of this Agreement. All fees and adjustments will adhere to the limits and structure provided in Exhibit B.

If the Client provides notice of non-renewal before the completion of the initial term or any subsequent renewal term, for any reason, the Client agrees to pay an early non-renewal penalty. This penalty is intended to compensate TruTechnology for the onboarding costs that were fronted and are being amortized over the total 5-year term.

The specific penalty amount applicable for each year of the Agreement is detailed in Exhibit B. The applicable penalty will be invoiced to the Client and will be due and payable within 30 days of the termination date.

### Help Desk Services – Products We Support

We attempt to support all commercial software packages. If you use proprietary software, we will work with your software vendor to provide the necessary information and access needed to resolve your issue while working with them every step of the way.

### Non-Client Owned Devices / Personal Computers

We do not support non-company owned devices leveraged by Users of our Clients. Our only engagement in issues surrounding these devices is for network connectivity in the office (i.e., guest wireless access).

If we determine that the network access issue is related to a problem with the personal device (i.e., age, virus or malware), that User will need to seek consumer support to resolve the underlying issue prior to reengaging us. If any Client data will be stored on these devices, the Client understands the risks associated with placing company data on non-company owned devices and should have an appropriate policy in place prohibiting such activity.

### Scheduled Maintenance Windows

TruTechnology will perform daily maintenance tasks to keep your workstations and networking equipment running efficiently and to minimize exposure to the latest security threats. For many of these updates, you must be restarted. Workstations and networking equipment must be restarted.



## New Client Sign-up Packet

TruTechnology may restart your systems, as necessary, between our regular maintenance window of 11PM and 4AM Sunday through Saturday. If a reboot is required outside of this timeframe, we will coordinate that with you so it can be communicated to your staff. For our automated tasks, you reserve the right to request that we adjust the maintenance window start and end times to align with your business needs.

### Non-Solicitation of Employees

Client acknowledges that TruTechnology has a substantial investment in its employees that provide Services to Client under this Agreement and that such employees are subject to TruTechnology's control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving TruTechnology's written consent.

If any employee terminates his or her employment with TruTechnology (regardless of the reason for termination), and is employed by Client (or any affiliate, subsidiary, or supporting entity of Client) in any capacity either during or within a 12-month period, Client shall immediately pay TruTechnology an amount equal to 200% of the then current annual salary paid by TruTechnology to such employee.

### Reimbursement for Supplies

On occasion, TruTechnology may need to purchase spare parts, other equipment, supplies, accessories, or software; in that case, Client shall be responsible to and agrees to reimburse TruTechnology for all such costs or expenses incurred under this project. No purchases will be made without prior Client approval. The Client agrees to pay all sales taxes where applicable.

### Alterations to Services or Equipment

If Client or a vendor of the Client under Client direction alters any Equipment or Services provided by TruTechnology without the express written consent of TruTechnology, Client does so at its own risk and expense. TruTechnology shall not be liable or responsible for problems created as a result of Client's alteration of Services, Equipment and/or Client's network or system. If Client wishes TruTechnology to correct or fix its alterations or problems relating thereto, such services by TruTechnology will be considered a Project and Client agrees that the same terms and conditions set out in this Agreement shall apply.

### Assignment

Neither party shall assign this Agreement or any part thereof without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

### No Third-Party Beneficiary

Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from TruTechnology, and any such attempt shall be null and void. Any dissolution, merger, consolidation, reorganization, or transfer of a majority of the assets or stock of Client shall constitute an attempted assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

### Relationship

TruTechnology provides services to Client hereunder as an independent contractor, and this Agreement shall not be construed as a partnership or joint venture.

DS  
DB



### Limitations of Liability

TruTechnology warrants that all work will be performed to the best of its ability and in accordance with reasonable and customary practices prevailing at the time for its business. TruTechnology shall not be liable to Client for direct damages greater than the amount or price payable hereunder for its services rendered in a given month. Except for actions or claims arising from gross negligence or intentional or willful misconduct, TruTechnology shall not be liable to Client for any special, indirect, incidental, consequential, or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

All warranties, whether statutory, express or implied, including any warranties of quality, durability, fitness for particular purpose, merchantability, continuous use, design, compliance with applicable law, performance or error-free operation are disclaimed in their entirety.

### Client Warranty RE Software Licensing

Client warrants that all software it provides to TruTechnology for installation, configuration or use in any way, has been legally obtained and is properly licensed. Client further warrants that it has legally purchased sufficient number of copies of such software and that it has not violated any licensing laws.

TruTechnology has no knowledge regarding licensing of software provided to it by its Client and the Client indemnifies TruTechnology for any installation, configuration or use of such software. Client understands and acknowledges that that it shall be solely responsible and liable for all software licensing compliance.

### Equipment Ownership

Equipment provided by TruTech as part of this agreement is owned by the Client. If it is stolen, damaged, or destroyed, the replacement equipment will be procured at the client's expense and any labor required to reinstall the equipment will be considered a project and billed accordingly. Typically, these fees are covered by the client's business insurance and clients are encouraged to verify with their insurance provider. NetGain Technologies dba TruTechnology may need to be named as an additional insured on your policy covering all equipment provided under this agreement.

### Jurisdiction

This Agreement shall be governed by the state and Federal laws applicable in Florida, U.S.A. Any dispute, claim, or controversy arising out of or relating to the subject matter of this Agreement shall be settled by mediation. The parties will select a mediator in a mutually agreed up manner. At all times during the mediation process, including the selection of the mediator, the parties will act in good faith to attempt to settle their dispute. At all times during the mediation process, the mediator will maintain impartial, though he/she may give his/her views, opinions, or settlement proposals as a means to move the dispute toward resolution. However, the mediator's views, opinions, proposals, etc. shall not be deemed to be legal advice. The parties agree that any settlement agreement that they may enter into during the mediation process is fully binding and enforceable by any Court with jurisdiction of the dispute thereof.



# New Client Sign-up Packet

## Force Majeure and Malicious Acts

TruTechnology shall not be liable for any loss, damage, or failure due to causes beyond its control, including strikes, riots, earthquakes, epidemics, pandemics, wars, terrorism, social unrest, fires, floods, weather, power failure, telecommunications and/or Internet interruptions, the failure or closure of a financial institution, computer malfunctions, acts of God or any other failure, interruption or error not directly caused, or reasonably anticipated, by TruTechnology.

## Protected Storage

As part of this plan we will protect all client data. If additional storage is required above the base storage capacity, then the additional per TB cost will be covered by TruTechnology.

## Protected Machines

By default, we will only backup the servers running in your environment. Physical workstations are not typically protected but can be upon request. Note that all servers and workstations leverage the same on-site and off-site storage as defined in the section above.

## Data Backup Considerations

The Client acknowledges that TruTechnology cannot guarantee the integrity of backups due to the sheer number of variables involved with data backup. That is why monitor these systems continuously and conduct regular backup integrity tests, but at the exact time a restore is needed any number of variables can prevent a successful restore. See Exhibit A for full details.

## Ownership of the Data

Any data being stored on TruTechnology provided services, remains the sole property of the Client. If the client chooses to terminate services, TruTechnology will provide access to this data for an orderly termination of services. Once the client has confirmed they have transferred all data then TruTechnology will destroy all production and backup data stored on its systems. If any additional costs are incurred by TruTechnology due to any delay by Client to transfer data, then this cost will be passed through to the client at market rates.

## Terms, Payment and Collection Costs

Monthly services are billed on the first of the month for the month services are to be provided and processed via ACH. Payment terms for additional products or services vary based on the service provided and clients' previous payment history. Any amount not paid by the invoice due date will bear late charges at the rate of one and one-quarter percent (1.25%) per month or the maximum rate allowed by law from the date of invoice compounded on a daily basis from the date due until the date paid.

If TruTechnology enlists the services of an attorney or collections agency to collect any amounts due to it from Client under this Agreement; Client shall be responsible for and agrees to pay all such collection costs.

Pursuant to Chapter 218, Florida Statutes, also known as the Florida Prompt Payment Act, monthly services will be invoiced on the first of the month for the month services are to be provided. Payment terms for additional products or services vary based on the service provided and clients' previous payment history. Client agrees to pay invoices within 15 days of the invoice due date and any amount not paid by this date will bear late charges at the rate of one and one-quarter percent (1.25%) per month or the maximum rate

allowed by law from the date of invoice compounded on a daily basis from the due date until the date paid.

In addition to any other right or remedy provided by law, if the Client fails to pay for the services when due, TruTechnology has the option to treat such failure to pay as a material breach of this Agreement and may cancel this Agreement and/or seek legal remedies. If any balance remains unpaid by the Client after 15 days, TruTechnology has the right to cease all work under this Agreement. The Client agrees TruTechnology will not be liable for any damages, including special, consequential, or incidental damages arising from or related to TruTechnology ceasing work under this Agreement.

## Insurance

Cyber and Ransomware attacks are not covered under this agreement and will be billable at Provider's standard published project hourly rates. Client understands that it is recommended that they have appropriate types and levels of insurance covering them for losses, damages or expenses arising out of a cybersecurity event, incident or breach. This agreement does not provide any additional coverages implied or expressed.

## Severability

Any provision of this Agreement, which is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions hereof or, to the extent permitted by law, rendering that or any other provision invalid, illegal or unenforceable.

## Attorney's Fees and Costs

In any action involving the enforcement or interpretation of this Agreement, the prevailing party, whether Client or TruTechnology, shall be entitled to its reasonable attorneys' fees and costs, including such fees and costs incurred in connection with any appeals, in addition to such other relief as may be provided by law.

## Notice

All notices, requests and communications under this Agreement shall be in writing. Notice shall be deemed to have been given on the date of service if personally served or served by facsimile on the party to whom notice is to be given. If notice is mailed, it shall be deemed to be given within seventy-two (72) hours after mailing, if mailed to the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and addressed to the party at the address set out below, or any other address that any party may designate by written notice from time to time.

NetGain Technologies dba TruTechnology  
208 North Laura Street, 10th Floor  
Jacksonville, FL 32202

## Taxes

Client shall be solely responsible for any taxes or similar charges arising out of this Agreement, including all applicable Federal, State, or local sales taxes, customs, duties, use taxes, value-added taxes, excise charges or brokerage fees. Client shall also be solely responsible for assessing and remitting payment for any such items to the appropriate authorities. In the case that the Client is exempt from tax, the Client shall pay no taxes, any other provisions of the Agreement to the contrary notwithstanding. The Client shall provide proof of its exempt status upon reasonable request.

DS  
DB



## Provided Services/Hardware/Software (Exhibit A)

The services, hardware, and software listed below will be provided by TruTechnology and included within the Minimum Monthly Amount specified on the Flat Rate Pricing / Worksheet.

Your assigned Technology Success Manager will propose changes to this list of provided services for budgetary consideration from time to time to help you keep up to date on the latest technology trends and threats to meet your business needs.

If any additional services, hardware, or software are requested or required, a quote and addendum will be provided for consideration to adjust this exhibit and the associated MMA.

**Qty**

TruTech MSP Core Services	
TruTechnology – Proactive Audit Days Included Annually (Technical Account Manager)	4
TruTechnology – Technology Strategy/Steering Meetings Included Annually (Fractional CIO)	2
TruTechnology – Unlimited Remote and Onsite Support w/ 24x7 Emergency Response for Locations Listed	1
TruDefend	
TruDefend - Patch Management Platform for Microsoft and Popular 3rd Party Apps (per Device)	11
TruDefend - Application Whitelisting Solution (per Device)	11
TruDefend - Microsoft 365 Backup Solution (per Licensed Mailbox)	10
TruDefend - 3 <sup>rd</sup> Party SOC as a Service (per Device and Firewall)	12
TruDefend - Multi-Factor Authentication Platform (per User)	10
TruDefend - Next-Gen Endpoint Security (per Device)	11
TruDefend - Managed Threat Detection System (per Device)	11
TruDefend - Dark Web Monitoring (per Email Domain)	1
TruDefend - Email Security Training Platform (per Email Domain)	1
TruDefend - Infrastructure Change Logging Platform (per Client)	1

## Schedule of Costs, Discounts and Non-renewal (Exhibit B)

### Schedule of Costs

This exhibit details the schedule of costs, including applicable discounts, annual increases, and the 'Not to Exceed' amount for each year of the Agreement. The specified 'Not to Exceed' amount is based on a maximum of ten (10) supported users and will be adjusted proportionally if the user count changes.

Please note the 'Not to Exceed' fee detailed herein applies exclusively to the services covered under this Agreement and does not include costs associated with Hardware, Software, or project-specific services that fall outside the scope of this Agreement. Such external costs are defined and governed by the Additional Costs section of the Agreement.

The following table provides a detailed breakdown of costs for each year, including any applicable discounts, and the 'Not to Exceed' amount based on the current user count:

Year	Monthly User Cost	Monthly Non-Profit Discount User Price	Users	Yearly Total Not to Exceed Amount
Year 1	\$295.00	\$245.00	10	\$29,400.00
Year 2	\$303.85	\$252.35	10	\$30,282.00
Year 3	\$312.97	\$259.92	10	\$31,190.46
Year 4	\$322.35	\$267.72	10	\$32,126.17
Year 5	\$332.03	\$275.75	10	\$33,089.96

### Non-renewal Penalty

The following table outlines the early non-renewal penalties applicable if the Client chooses not to renew the Agreement before the completion of the initial term or any subsequent renewal term.

Year	Early Non-Renewal Penalty
Year 1	\$15,000
Year 2	\$12,000
Year 3	\$9,000
Year 4	\$6,000
Year 5	\$3,000

**EARLY LEARNING COALITION OF NORTH FLORIDA, INC.**  
and  
**Ferst Foundation for Childhood Literacy**

**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**
- V. Procurement of Recovered Materials**

**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:

**TruTechnology**  
**208 N. Laura Street, Floor 10**  
**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 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**T. ACCESS TO RECORDS**

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

**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 (FAPIS) 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.

**V. Procurement of Recovered Materials**

(a) Pursuant to 2 CFR §§200.317, *Procurements by states*, and §200.322, *Procurement of recovered materials*, the Contractor will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.

- (i) Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
- (ii) Procure solid waste management services in a manner that maximizes energy and resource recovery; and
- (iii) Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The list of EPA-designated items is available at <https://www.epa.gov/greenerproducts/identify-greener-products-and-services>.

(b) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The ELC shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(c) Paragraph (b) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Coalition: (i) purchased any amount of the items for use under a contract that was funded with federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**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.**

Michael Hardy, CEO

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

*Michael Hardy*  
\_\_\_\_\_  
Signature

08/12/2024  
\_\_\_\_\_  
Date

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	NATIONAL SUMMIT ON EDUCATION 2024—sending one additional board member, for a total of five Board members, to attend this conference in Oklahoma
<b>Reason for Recommended Action</b>	The National Summit is a great opportunity for the Board to learn about new concepts in education and to bring ideas back to the ELC North Florida Board for implementation in our six county region.
<b>How the Action will be accomplished</b>	Once approved, the board members will attend on the Summit dates.

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Accounting and Financial Policies and Procedures Revisions
<b>Reason for Recommended Action</b>	<p>This revision is due to recent discovery of requirement in last release of DEL guidance:</p> <p>F402 – <u>Capitalized Assets and Inventory Requirements</u>, added language from the most recent DEL Guidance regarding inventory requirements (240.02 Tangible Personal Property revised 070123). A requirement was added back into this guidance that certain types of books must be inventoried.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"><li>• The Coalition’s Accounting and Financial Policies and Procedures would not be up-to-date nor compliant.</li></ul>
<b>How the Action will be accomplished</b>	Approval of Accounting and Financial Policies and Procedures revisions

## **F402 CAPITALIZED ASSETS AND INVENTORY REQUIREMENTS**

**Effective Date: 08/28/07**

**Revision Date: 10/01/08, 09/16/09, 02/12/13, 12/04/13, 04/08/15, 03/16/16, 09/11/19, 12/01/21, 09/11/24**

### **Policy**

The Coalition staff, and sub-recipient staff, is responsible for the safeguarding of financial and physical assets and being alert to possible exposures, errors, and irregularities. The Coalition, and sub-recipient(s), are required to:

- maintain an accurate inventory control of non-expendable, tangible real property
- record the acquisition of new property
- document the transfer of property from one location to another
- provide documentation when property is being repaired
- complete physical inventories as required by law
- alert management when property is missing or suspected stolen
- obtain approval prior to disposing of property
- ensure that unauthorized use of property is prohibited

### **CAPITALIZED ASSETS**

#### **Capitalization Threshold**

The Coalition's capitalization threshold is any item that was either purchased for \$5,000 or more or was contributed to the Coalition with a fair market value of \$5,000 or more, and has a useful life of at least one (1) year.

#### **Capitalized Assets - Purchased**

Items with unit costs below the Coalition's capitalization threshold shall be expensed in the year purchased. Capitalized assets are accounted for at their historical cost and all such assets, except land, are subject to depreciation over their estimated useful lives, as described within these policies.

If an awarding agency requires a lower capitalization threshold, the Coalition will adhere to that dollar amount only for that program or contract.

Capitalized assets will be reported as expensed for grants if they were so budgeted in the grant application. However, for the Coalition's financial statements, these assets will be capitalized and depreciated according to these policies.

#### **Capitalized Assets – Contributed**



Assets with fair market values in excess of the Coalition's capitalization threshold that are contributed to the Coalition, or a sub-recipient for the Coalition, shall be capitalized as fixed assets on the financial statements. Contributed items with market values below the Coalition's capitalization threshold shall be expensed in the year contributed.

Capitalized contributed assets are accounted for at their market value at the time of donation and all such assets, except land and certain works of art and historical treasures, are subject to depreciation over their estimated useful lives, as described within these policies.

### **Capitalized Assets - Depreciation and Useful Lives**

All capitalized assets are maintained in the special property account group and are not included as an operating expense. Property is depreciated over its estimated useful lives using the straight-line method, half-year convention.

Recovery periods are as follows:

1. 5-year property:
  - Computers and peripheral equipment
  - Office machinery (such as typewriters, calculators, and copiers)
  - Vehicles
2. 7-year property:
  - Office furniture and fixtures (such as desks, files, and safes)
  - Any property that does not have a recovery period as designated by the IRS
3. Any other property will follow the IRS guidelines on length of recovery period
4. Alternatively, at the direction of the Finance Manager capitalized assets may be depreciated over useful lives expressed in terms of units of production or hours of service in place of the preceding useful lives expressed in terms of time.

Residual value of capitalized assets shall be determined by the Accounting Department in conjunction with the department or employee that shall utilize the asset.

For accounting and interim financial reporting purposes, depreciation expense will be recorded on an annual basis.

### **Capitalized Assets - Changes in Estimated Useful Lives**

If it becomes apparent that the useful life of a particular capitalized asset will be less than the life originally established, an adjustment to the estimated useful life shall be made. All such changes in estimated useful lives of capitalized assets must be approved by the Finance Manager.

When a change in estimated useful life is made, the new life is used for purposes of calculating annual depreciation expense. In the year in which the change in estimate is made, the cumulative effect of the change shall be reflected as depreciation expense in the Coalition's statement of activities.

For example, if in the fourth year of an asset's life, it is determined that the asset will last five years instead of the original estimate of seven years, depreciation expense for that year shall be equal to the difference between 4/5 of the asset's basis (accumulated depreciation at the end of year four) and 3/7 of the asset's basis (accumulated depreciation at the beginning of the year).

### **Capitalized Assets - Repairs**

Expenditures to repair capitalized assets shall be expensed as incurred if the repairs do not materially add to the value of the property or materially prolong the estimated useful life of the property.

Expenditures to repair capitalized assets shall be capitalized if the repairs increase the value of property, prolong its estimated useful life, or adapt it to a new or different use. Such capitalized repair costs shall be depreciated over the remaining estimated useful life of the property. If the repairs significantly extend the estimated useful life of the property, the original cost of the property shall also be depreciated over its new, extended useful life.

### **Capitalized Assets - Establishment and Maintenance of a Fixed Asset Listing**

All capitalized property shall be recorded on the Fixed Asset Listing Report. This report shall include the following information with respect to each asset:

1. Date of acquisition
2. Unit acquisition cost (computed by including freight, insurance, and any other shipping costs divided by number of units)
3. Description (such as color, name, make, model, manufacturer and serial number or other identification number)
4. Depreciation method
5. Estimated useful life
6. Book Value
7. Depreciation amount
8. Residual value of asset

## **INVENTORY REQUIREMENTS**

### **Items to be Inventoried**

All nonexpendable property (as listed below), purchased by the Coalition, or a sub-recipient of the Coalition, are to be maintained, safeguarded, inventoried and accounted for:

- Equipment, fixtures, or other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$5,000 or more and a normal life expectancy life of one (1) year or more

- Any hardback book with a value or cost of \$25 or more and having a useful life of one year or more that is circulated to students or the general public, and any hardback book with a value or cost of \$250 or more that is not circulated shall be recorded in the state’s financial system as property for inventory purposes
- Portable or attractive items such as computers which may contain sensitive or confidential information or small attractive items with a purchase value less than \$5,000, whether classified as equipment, technological item or supplies

## **Inventory Procedures**

The Coalition, and sub-recipient(s), are required to adhere to these policies and procedures when establishing and maintaining the Property Inventory Reports, and per the following regulations as appropriate:

- DEL’s Fiscal Guidance 240.02 (most current version)
- [2 CFR § 200](#), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- [45 CFR § 75](#) - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Health and Human Services (HHS) Awards
- [45 CFR § 98 Subpart F](#) – Use of Child Care and Development Funds
- [Section 1002.84\(11\), Florida Statutes](#) (F.S.) – Complying with Tangible Personal Property Requirements
- [Chapter 273, F.S.](#) – Tangible Personal Property Owned by Local Governments
- [Rule 69I-72, Florida Administrative Code](#) (F.A.C.) – State-owned Tangible Property
- Florida Department of Education (FDOE), [Green Book](#), 2015

Tangible personal properties purchased solely with **state funds** (e.g., Voluntary Prekindergarten (VPK) funds) must follow all applicable requirements described under [Chapter 273, F.S.](#), [FDOE Green Book, 2015](#) and [Rule 69I-72, F.A.C.](#) Tangible personal properties purchased solely with **federal funds** (e.g., federal School Readiness (SR) funds) must follow all applicable requirements provided under [2 CFR § 200](#), [45 CFR § 75](#), [45 CFR § 98 Subpart F](#), [Chapter 273, F.S.](#), [Rule 69I-72, F.A.C.](#), and [FDOE Green Book, 2015](#). When entities combine funding (e.g., SR and VPK funds) for the purchase of tangible property, the more restrictive requirements apply.

If there is any conflict between the provisions set forth in these documents, resolution will occur in the following order or priority. If a lower priority law contains a stricter requirement, the stricter requirement prevails unless other written instructions are provided by DEL.

- (1) Federal law
- (2) State law
- (3) Applicable grant agreement or contract

## **Prohibited Purchases**

Unless superseded by program-specific regulations, DEL's federally-funded award programs may not be used for construction or the purchase of land. [USDHHS, [ACF General terms and conditions for CCDF grant program, May 2019](#)]. Funds appropriated through the state General Appropriation Act (GAA) for the SR program also not be expended for the purchase or improvement of land; for the purchase, construction or permanent improvement of any building or facility; or for the purchase of buses. [s. [1002.89 \(7\), F.S.](#)]. In addition, it is unlawful for any state officer or employee to authorize the purchase or continuous lease of any motor vehicle to be paid for from state funds or any department thereof unless funds have been specifically appropriated for such purpose by the Legislature. This subsection does not apply to motor vehicles needed to meet unforeseen or emergency situations, if approved by the Executive Office of the Governor after consultation with the legislative appropriations committees. [s. [287.14\(3\) F.S.](#)]

### **Inventory Maintenance and Reporting/Recording Procedures**

All property that is required to be recorded on the Property Inventory Report shall include the following information with respect to each item:

1. Identification number
2. Date of acquisition
3. Cost or value at the date of acquisition for the item (the coalition or other contracted entity must indicate whether ancillary charges, such as taxes, duty, property in transit insurance, freight, and installation, are included or excluded from the acquisition cost. The total acquisition costs for the item must be reflected in the master inventory listing.) [45 CFR § 75.2](#)
4. Method of acquisition (and if purchased; voucher, check, or warrant number)
5. Description (such as color, name, make, year, model name/number, manufacturer, and a serial number or other identification number, and if an automobile, vehicle identification number (VIN) and title certificate number, as applicable)
6. Funding source of the property, including the Federal Award Identification Number (FAIN) and other cost accumulator (OCA)
7. A statement that the title vests in the Coalition
8. Information to calculate the Federal share of the cost of the property, if applicable
9. Physical location of property and use
10. Name of custodian
11. In the case of a property group, the number and description of the component items comprising the group
12. Property tag identification number
13. Use and date that the item was last inventoried and the condition of the item as of that date, using the appropriate condition code as described here:
  - (E) Excellent: The item is in excellent serviceable condition.
  - (G) Good: The item is in reusable and serviceable condition.
  - (F) Fair: The item is worn but is in reusable condition and can be cleaned, polished, and placed back in use with minimum repair or maintenance.
  - (P) Poor: The item is very worn, old, or obsolete and requires major repairs before use. This type of grant-purchased property may have parts, which may be useful.
  - (S) Scrap: The item is not usable by the Coalition. The item is obsolete or non-repairable, unserviceable, and may present a health or safety hazard.
14. Ultimate Disposition Data, including date of disposal and sales price (if applicable), **OR** the method

used to determine current fair market value *where* a recipient compensates the awarding agency for its share. When determining fair market value, the Coalition will use a comparison of recent purchase prices of similar item(s) and/or the written opinions of applicable professionals.

15. Other information on the individual property record, as needed.

### **Inventory Maintenance and Reporting Procedures for Sub-recipients**

1. The sub-recipient must be granted Coalition prior approval for all items that are included in the “Contractor Prior Approval Guidance” issued by the Coalition.
2. The sub-recipient must assign a Property Custodian (or Custodian Delegate). The Property Custodian will be entrusted with five Coalition tag number decals, at a time, for assignment and placement, and will be responsible for maintaining the Coalition’s Property Inventory Report, as it pertains to the sub-recipient (actual property in sub-recipient’s custody).
3. The Property Custodian will review copies of the vendor invoices to ensure all purchases requiring inventory recording are added to the Coalition Property Inventory Report.
4. All purchases that require inventory recording will then be highlighted (or indicated in another agreed-upon manner) on the vendor invoice and added to the Coalition’s Property Inventory Report.
5. As property is purchased, the Property Custodian will submit to the Coalition an updated Coalition Property Inventory Report, corresponding vendor invoices w/highlights, and references and/or copies of all corresponding Coalition prior approvals.
6. The Property Custodian will request additional tag number decals, from the Coalition, as needed.
7. The Property Custodian is responsible for internal inventory relocation reporting, to ensure the Coalition Property Inventory Report is kept current.
8. The Property Custodian will perform annual physical inventories, of all operating sites, with Coalition staff by **September 1** of each fiscal year, unless the Sub-recipient/Coalition contract is ending in the current fiscal year.
9. **If the contract ends June 30 of the current fiscal year**, the annual physical inventories must be completed with Coalition staff **by May 31** in preparation for transition activities. In addition, **ALL** equipment and furniture purchases for the remainder of the contract would require Coalition Prior Approval.
10. In the case of a unilateral contract termination, no equipment or furniture purchased (from the date of notification) will be reimbursed by the Coalition.
11. If, at any time, property is missing or thought to have been stolen, the Property Custodian must alert the Coalition immediately.
12. Before disposing of any Coalition property, the Property Custodian must contact the Coalition and follow DEL policy. Final disposition will be updated on the Coalition Inventory Report.

### **CAPITALIZED ASSETS AND INVENTORY REQUIREMENTS**

#### **Property Purchased With Federal Funds**

The Coalition may occasionally purchase property that will be used exclusively on a program funded by a Federal agency. Property charged to Federal awards will be subject to certain additional policies as described in this policy.

All applicable purchases of “property” with Federal funds shall have prior approval, in advance and in writing, by the Federal awarding agency and per Federal awarding agency’s prior approval process. In addition, the following policies shall apply regarding property purchased and charged to Federal awards:

1. Adequate insurance coverage will be maintained with respect to property charged to Federal awards.
2. For property (or residual inventories of supplies) with a remaining per unit fair market value of less than the Coalition’s capitalization threshold at the conclusion of the award, the Coalition shall retain the property without any requirement for notifying the Federal agency.
3. If the remaining per unit fair market value is more than the Coalition’s capitalization threshold, the Coalition shall gain a written understanding with the Federal agency regarding disposition of the property. This understanding may involve returning the property to the Federal agency, keeping the property and compensating the Federal agency, or selling the property and remitting the proceeds, less allowable selling costs, to the Federal agency.
4. The Grants and Operations Manager shall determine whether a specific award with a Federal agency includes additional property requirements or thresholds and requirements that differ from those described above.
5. A physical inventory of all property purchased with Federal funds shall be performed annually. The results of the physical inventory shall be reconciled to the accounting records of and Federal reports filed by the Coalition.

### **Physical Inventory**

A physical inventory of all capitalized assets and inventoried property will be taken on an annual basis by the Coalition, as well as whenever there is a change of custodian. The Coalition must provide the updated Master Property Inventory List to DEL no later than **October 1** of each year or **within 30 days** of a change in custodian. All serial numbers and Coalition-assigned tag numbers will be double-checked for accuracy. This physical inventory shall be reconciled to the Fixed Asset Listing and the Property Inventory Report and adjustments made as necessary. All adjustments resulting from this reconciliation will be approved by the Finance Manager, and the fixed asset detail will be reconciled to the general ledger.

### **Annual Required Inventory**

During the annual required inventory, a coalition or other contracted entity should take the following steps:

- (a) For the inventory of an item physically present and properly described on the ELC Inventory List:
  1. Physically inspect the item.
  2. Match the property tag identification number and description of the item against the ELC Inventory List.
  3. Verify the current condition of the item against the condition described on the

ELC Inventory List.

4. Record the initials of the person taking the inventory next to the item on the ELC Inventory List, indicating the person who inventoried the item, and the date the inventory was performed.
- (b) For the inventory of an item physically present with incorrect or missing information:
1. If an item's property tag identification number matches the ELC Inventory List but the description of the item does not match, the custodian must investigate and correct the description as appropriate. The custodian should replace the incorrect description with the correct description, and follow the remaining steps described in paragraph 1. above.
  2. If an item's property tag identification number does not appear on the ELC Inventory List, the custodian must investigate and correct the inventory as appropriate. The custodian should add the item to the Master Property Inventory List and follow the remaining steps described in paragraph 1. above.
  3. If an item does not have a decal or tag with a property tag identification number, the custodian must investigate and correct the inventory as appropriate. The custodian should determine whether the item appears on the ELC Inventory List.
  4. If the item appears on the ELC Inventory List, determine the identification number of the original property tag, place a replacement tag with the original property tag identification number on the item, and follow the steps described in paragraph 1. above.
  5. If the item does not appear on the ELC Inventory List, place a new property tag on the item, add the item to the ELC Inventory List, and follow the steps described in paragraph 1. above.
  6. If the manufacturer's serial number on the item does not match the serial number on the ELC Inventory List, replace the incorrect serial number with the correct serial number, and follow the steps described in paragraph 1. above.
- (c) For the inventory of an item on the ELC Inventory List but no longer physically present, make the appropriate status notation as follows:
1. Transferred: The coalition or other contracted entity transferred the item to another location or entity (i.e., another contracted entity, same coalition area). Note the change of location on the ELC Inventory List.
  2. Stolen: Someone stole or may have stolen the item. Note on the ELC Inventory List the date the item was reported stolen. Attach a copy of a police offense report.
  3. Lost: The item is missing and determined lost. Note on the ELC Inventory List the date the custodian determined the item to be lost.
  4. Surplus: The item is surplus and reported on the Surplus Property Form (Attachment A) along with a signed Surplus Property Affidavit (Attachment B). *[See DEL Fiscal Guidance 240.02 (most current version) for these attachments/forms.]*
- (d) Submit a certification of completion email to the ELC's assigned DEL grant manager containing the date, required certification signatures (sent by custodian or delegate), and any other requested information. This email will be included in the file with a PDF copy of the submitted ELC Inventory List from SharePoint.
- (e) Additional Considerations:

1. Electronic scanning format used for the identification number is acceptable only if the recorded data is downloadable to a computer the coalition or other contracted entity can then use to generate reports which will include all information required on the hard copy of the inventory form.
2. Equipment must be tracked until it is properly disposed and removed from the coalition or other contracted entity's inventory. In addition to tangible personal property valued at \$5,000 or more, **small attractive items with a purchase value less than \$5,000, whether classified as equipment, technological item or supplies** must be safeguarded and tracked. A coalition or other contracted entity must also record in its financial system as property for inventory purposes attractive items with a value or cost of less than \$5,000 per 69I-72.002, F.A.C.
3. If the custodian discovers during an inventory any property item the coalition or other contracted entity has not included on the ELC Inventory List, but meets the requirements for accounting and control, the custodian must create an inventory form for the item at that time. After appropriate investigation to establish the ownership of the item, the custodian must add it to the property records or, if the custodian cannot reasonably establish ownership, the coalition or contractor may dispose of the item consistent with Rule [69I-72.005, F.A.C](#) and in the manner provided by law applicable to surplus property, pursuant to [sections 273.05 and 273.055, F.S.](#)
4. The custodian delegate must not personally inventory items for which the custodian delegate is responsible.

### **Purchases of Shared Assets/Inventoried Property**

If the Coalition agrees to share its assets or inventoried property with another coalition, through a common contractor/sub-recipient, the coalition with whom the title vests must be established and agreed upon before purchase. In addition, full disclosure of any shared purchase/allocation must be provided with the Coalition's invoice.

### **Receipt of Newly-Purchased Property**

At the time of arrival, all newly-purchased property shall be examined for obvious physical damage. If an item appears damaged or is not in working order, it shall be returned to the vendor immediately.

In addition, descriptions and quantities of items per the packing slip or bill of lading shall be compared to the items delivered. Discrepancies should be resolved with the vendor immediately.

Staff who receives shipments must verify the receipt and inspection of all goods by signing and dating the vendors' packing slips, as well as making any corrective notations on the packing slip when applicable.

### **Identification/Marking of Property**

Within thirty (30) days of receipt, a coalition or other contracted entity must place a decal or tag on an



item of grant-purchased property to identify the property. The decal or tag should contain at least a unique identification number and the name of the coalition or other contracted entity. The coalition or other contracted entity must record the property tag identification number (which may include an electronic scanning code ["barcode"]) to facilitate electronic inventory procedures) on the ELC Inventory List on SharePoint in the Coalition Zone.

### **Location of Marking**

The coalition or other contracted entity must mark items of a similar nature in a similar manner to facilitate identification. In determining a marking location, the coalition/other contracted entity must give careful consideration to the intended use of the items; the probability wear, vandalism, or routine maintenance functions could obliterate the marking; and the appropriateness of the marking method chosen. Additionally, the location of the marking and the marking method chosen must not mar the appearance of the item.

### **Use of Equipment**

Disclosures related to the use of equipment are mandated by uniform grant guidance [45 CFR Part 75.320(c), Use of equipment].

- Equipment is used by the funding program/project as long as needed;
- If there's extra capacity available, use the equipment for other partnering programs/projects;
- If used for other programs/projects any related usage fees must equal those charged by other private companies for the same equipment; and
- If new equipment is needed, current equipment may be sold or used for trade-in negotiations to offset newer equipment costs (subject to DEL prior approval).

### **Maintenance Procedures and Safeguards of Equipment**

Federal regulations require that the custodian implement adequate procedures to ensure the equipment is kept in good condition and safeguards to prevent loss, damage, or theft of the property.

The Coalition uses the following three steps as a general guideline to ensure proper maintenance and safeguarding of equipment items have been performed:

- (1) Review all items purchased with federal and state funds to determine whether they are in good condition.
- (2) Provide maintenance services to items identified as not in good condition.
- (3) Initiate a disposition process for those items that are not usable or unable to repair.

In addition, the Coalition ensures preventative measures are taken such as I.T. equipment maintained by the coalition's I.T. vendor on a regular basis, adequately securing equipment to mitigate risk of theft, and instructing staff on proper use of equipment.

**Note:** Leased equipment (such as copiers, printers, etc.) are not listed on inventory reports, but are maintained per the lease agreement.

### **Transfer of Property and Property Records**

The inventory custodian must document the transfer of grant-purchased property from one office to another, or from one location to another within the same Coalition. This is done by updating the new physical location on the Master Property Inventory List and the Property Tag Assignment records.

### **Lost or Stolen Grant-Purchased Property**

Upon completion of a physical inventory or other discovery, the custodian must reconcile inventory records as appropriate. This includes comparing the data listed on the ELC Inventory List with the individual property records. The custodian must investigate noted differences such as location, condition, and custodian and correct as appropriate.

Alternatively, the custodian must relocate the item to its assigned location and custodian in the individual property record. Further, the custodian must promptly report to management items not located during the inventory process for thorough investigation. If the investigation determines someone stole or may have stolen the item, the custodian must update the ELC Inventory List at the time of determination, and file a report with the appropriate law enforcement agency describing the missing item and circumstances surrounding its disappearance [Chapter 69I-72.006(6)(b), FAC].

### **Disposition of Property**

The Coalition Board of Directors approves the disposal of all capitalized fixed assets and inventoried property that may be worn out, obsolete, or no longer needed for the original project or program.

### **Priority for Disposition**

Based on section 273.055, F.S. and Rule 69I-72.005, F.A.C., when original or replacement equipment acquired under a grant, sub-grant or contract is no longer needed for the original purpose or program or for other activities currently supported by DEL, disposition of the equipment will be made as follows.

- (a) Items of equipment with an acquisition cost of less than \$5,000 may be retained, sold or otherwise disposed of with no further prior approval requests or reporting requirement obligations to DEL.<sup>1</sup>
- (b) Items of equipment with an acquisition cost of \$5,000 or more and a useful life of one year or more may be retained or sold and DEL has a right to an amount calculated by multiplying the current market value or proceeds from the sale by DEL's share of the equipment's original costs. (i.e., if 100% of the equipment cost was charged to DEL-funded program, 100% of the disposal proceeds are subject to DEL

instructions). <sup>1</sup>

(c) If the custodian has no need for equipment items with a current market value less than \$5,000, the custodian must perform the following tasks:

1. A coalition or other contracted entity which has a disposition policy in place may follow its policy consistent with sections 273.05 and 273.055, F.S., and Rule 69I-72.005, F.A.C.
2. A coalition or other contracted entity which has no such policy in place must submit a request to DEL for approval prior to disposition.
3. When a coalition or other contracted entity legally disposes of equipment in accordance with the coalition's or other contracted entity's policy, the coalition or other contracted entity must record the following information on the individual property record for each item.
  - Date of disposition.
  - Manner of disposition (sold, donated, transferred, cannibalized, scrapped, destroyed, traded).
  - For cannibalized, (e.g., the process of dismantling portions or components of a property item to repair, replace, upgrade, or extend the useful life of other property items) scrapped, or destroyed property, the identity of the employee(s) witnessing the disposition.
  - For items disposed of, a notation identifying any related transactions (e.g., receipt for sale of the item, insurance recovery, trade-in).
  - For property certified as surplus, reference to documentation evidencing the coalition or contractor disposed of such property in the manner Section 273.05 or 273.055, F.S., requires.

(d) If the custodian identifies equipment items with a current market value of more than \$5,000 for disposal, such equipment items must be processed in accordance with 2 CFR § 200.313(e)(2), *Equipment*, with the assistance of and prior written approval from DEL. <sup>1</sup>

<sup>1</sup>*Funds from such equipment sales/disposals are not considered SR/VPK program income; however, these funds will be treated as collections directly attributed to SR and/or VPK program operations. Such monies can be retained at the local entity level and used for allowable SR/VPK program activities. See DEL Program Guidance 240.01, Cash Management Procedures, for more details.*

### **Recording and Reporting of Disposed Items**

If an item is sold, scrapped, donated or stolen, adjustments need to be made to the Fixed Asset Listing and Property Inventory Report after following prescribed applicable awarding agency instructions. If money is received for the item, then the difference between the money received and the "book value" (purchase price less depreciation) of the item will be recorded as a loss (if the money received is less than the book value) or a gain (if the money received is more than the book value). Proceeds received for inventory items are program income for the program that originally funded the purchase.

**Note:** Per FS 274.07, after each annual physical inventory, all disposition documents must be board approved. After approval (and upon actual disposition of the item), the individual property record for each item lawfully disposed of must be transferred to a disposed property file. The inactive surplus disposed property file must then be maintained for at least five years after the date of disposition.

### **Write-Offs of Property**

Any and all items that are discovered to be missing or stolen must be reported immediately to the Coalition, who will then notify and follow the procedures of the awarding agency. After following all required processes, the Coalition will remove items off the accounting records that are no longer in the Coalition's (or sub-recipient's) custody.

### **Surplus Computer Hard Drive Disposal (aka cleansing or data wiping) Processes**

The coalition or other contracted entity shall establish security controls to protect the confidentiality, integrity, and availability of data and IT resources relative to equipment items to be disposed by the coalition. These controls related to the surplus computer hard drive are intended to minimize the risk the coalition information may be compromised.

### **Transfer of Property Records**

The coalition or other contracted entity must transfer to a disposed property file, upon disposition of the item, the individual property record for each item of which the coalition or other contracted entity lawfully disposes.

### **Retention of Records**

The coalition or other contracted entity shall maintain all accounts, records and other supporting documentation related to the acquisition and disposal of each tangible personal property item throughout the life of the property item and for a minimum of five (5) years following the property item's disposal or until the resolution of any investigation, litigation, audit or claim, whichever occurs last.

### **Responsibilities**

It is the responsibility of the coalition or other contracted entity to: (1) establish and implement policies and procedures for ensuring adherence to all these laws, regulations, and rules, and (2) be knowledgeable about federal and state requirements, as well as local policies and procedures, and to ensure all applicable laws, regulations, rules, policies, and procedures are appropriately implemented. Failure to abide by these federal and state requirements can result in auditing or monitoring exceptions, and may negatively impact the ability of the coalition or other contracted entity to meet program goals and objectives.

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Revisions to the Coalition’s Personnel Policies and Procedures Manual
<b>Reason for Recommended Action</b>	<p><u>Revisions:</u></p> <p>HR303 – <u>Holidays</u>, added this statement: “In addition, the Coalition will observe any other holidays as granted by DEL and per the current DEL grant agreement, as well as any supplemental statewide office closures authorized by the Governor.”</p> <p>HR314 – <u>Tuition Reimbursement</u>, made updates after reviewing other coalition tuition policies:</p> <ul style="list-style-type: none"> <li>• Added books as reimbursable, but not other fees or taxes.</li> <li>• Added if receiving financial aid, that aid must be applied to costs prior to application of Coalition resources.</li> <li>• Changed grade requirement from a “C” to a “B”.</li> <li>• Added reimbursement amount is at the sole discretion of Coalition management based on budget considerations.</li> <li>• Added prior approval needed for reimbursements crossing fiscal years.</li> <li>• Added exceptional circumstances where costs may be reimbursable even if employee was not able to satisfactorily complete the course(s).</li> </ul> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> <li>• The Coalition would not have the most accurate and updated Holiday policy.</li> <li>• The Coalition’s Tuition Reimbursement policy would not have ‘best practices’ included.</li> </ul>
<b>How the Action will be accomplished</b>	Approval of the Personnel Policies and Procedures Manual revisions listed above.

# HR303 Holidays

Effective Date: 02/19/08

Revision Date: 06/21/17, 12/01/21, 09/11/24

To provide employees the opportunity to participate in traditional or personal holiday observances without loss of pay, the Coalition will grant holiday time off with pay to all regular full-time, regular part-time, and introductory period employees on the holidays (or alternate 'observance' dates) listed below:

- \* New Year's Day (January 1)
- \* Martin Luther King, Jr. Day (third Monday in January)
- \* Memorial Day (last Monday in May)
- \* Independence Day (July 4)
- \* Labor Day (first Monday in September)
- \* Veterans' Day (November 11)
- \* Thanksgiving (fourth Thursday in November)
- \* Day after Thanksgiving
- \* Christmas Eve (December 24)
- \* Christmas Day (December 25)

In addition, the Coalition will observe any other holidays as granted by DEL and per the current DEL grant agreement, as well as any supplemental statewide office closures authorized by the Governor.

The Coalition reserves the option to have reduced office hours during the Christmas to New Year's Day holidays, to be determined by the C.E.O.

The Early Learning Coalition will grant paid holiday time off to all eligible employees in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

If a holiday falls on a Saturday or Sunday and a weekday is officially designated for its celebration, that weekday will be recognized as a holiday under this policy.

1. Holidays in conjunction with other periods of time off:
  - a. Holidays are not counted as annual leave days. If a holiday occurs during an annual leave period, the employee is not charged for that day as annual leave.
  - b. Holidays, which occur during an employee's sick leave period, are not counted as a sick leave day.
  - c. Holidays which occur during an authorized, unpaid leave of absence will be paid only if the absence is two weeks or less.

# HR314 Tuition Reimbursement

Effective Date: 02/19/08

Revision Date: 08/05/09, 08/03/11, 06/12/19, 09/11/24

The Coalition recognizes that the skills and knowledge of its employees are critical to the success of the organization. The tuition reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the Coalition.

## College Credit Courses

If **funding permits**, the Coalition will reimburse eligible employees for tuition fees for college credit courses that have received advance approval from the C.E.O. and if allowable per 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The amount of reimbursement may not exceed **two** -3 credit hour courses per semester unless the course of study has been deemed required to maintain employment with the Coalition, in which case reimbursement may not exceed **three** -3 credit hour courses. The cost of required books is considered reimbursable by the Coalition. No other fees or taxes will be reimbursed. Any exceptions to this policy will be made at the sole discretion of the C.E.O. DEL Prior Approval is required if the courses are for a Master's Degree with a public university (since courses with most private universities and online colleges are not allowable).

All requests for tuition reimbursement must be accompanied by supported documentation. If receiving financial aid from any other source, this aid must be applied to the identified costs prior to application of Coalition resources.

To be eligible for reimbursement, the employee must receive a passing grade of "**C**" "**B**" or better in the course. Individual courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable future position in the organization in order to be eligible for tuition reimbursement. The Coalition has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable future position. Employees should contact their immediate supervisor for more information or questions about tuition reimbursement.

## Non College Credit Courses

If **funding permits**, the Coalition will reimburse eligible employees for any pre-approved course work if it is for professional licensing, or for continuing education that enhances the professional license. Any course work that is associated with testing will be reimbursed (both for the course work and testing) to the employee upon presenting a passing grade. Any course work associated with testing will be treated as tuition reimbursement with the employee paying for these costs and receiving reimbursement, only after presenting the passing grade.

## Approval of Courses

For each course for which reimbursement will be sought, a "Request for Reimbursement Educational Fees" form should be filled out by the employee and approved by signature by the employee's supervisor and by the C.E.O. This should be done prior to payment of the tuition fee as well as prior to registration for classes for which the employee wants consideration for tuition reimbursement. The Finance Department will keep the original and give the copies of the request form to the Supervisor and to the employee.

To qualify as reimbursable, the course must:

1. Be directly related to the employee's present job duties or enhance the employee's

worth to the Coalition

2. Be a job related requirement as deemed necessary by the employee's supervisor and the C.E.O.

Any degree-granting program should be reviewed by the employee's supervisor and by the C.E.O. before the employee registers for courses. The course of study must be job related. Each course will be considered for approval on an individual basis.

Any course beginning prior to employment is not eligible for reimbursement.

### **Reimbursement Procedure**

Reimbursement for tuition/course/licensing fees can be made upon submittal of documentation to the administrative and finance staff of proof of payment and grades. As with all expenditures, reimbursement will be based on funding availability and must be approved prior to registering for the course. The amount of reimbursement is at the sole discretion of Coalition management based on budgetary considerations but in no instance may it exceed the actual cost. **The course(s) must be completed and documentation of the passing grade must be submitted for reimbursement in the same fiscal year, unless prior approval is granted.** The reimbursement request must be completed, submitted, and approved prior to the last Coalition payment processing cycle for the same fiscal year.

### **Additional Requirements**

The Coalition will provide tuition reimbursement (or reimbursement for any course work relating to professional licensing or continuing education that enhances the professional license) to all eligible employees who have completed 180 calendar days of service in an eligible employment classification. (Employees who are classified as a full-time regular employee are eligible for tuition reimbursement.) To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course. However, reimbursement may be authorized by the C.E.O., or designee, if the employee is not able to satisfactorily complete the course(s) due to disability, maternity leave, being involuntarily called into active military service, or Coalition initiated action unrelated to employee's conduct.

The Coalition provides tuition reimbursement to employees with the expectation that the investment be returned through enhanced job performance. However, if an employee voluntarily separates from the Coalition's employment within **one year** of the last tuition reimbursement payment, the amount of the payment will be considered only a loan. Accordingly, the employee will be required to repay up to **100 percent** of the original tuition reimbursement payment, and may be deducted from any monies owed by the Coalition to the employee.

While course work and/or professional licensing/continuing education is expected to enhance employees' performance and professional abilities, the Coalition cannot guarantee that participation in continuing their education will entitle the employee to automatic advancement, a different job assignment, or pay increases.



## 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 one term as a Private Sector Board Member from September 2020 to September 2024.</p> <p>Vina Delcomyn’s term will be September 2024 to September 2028.</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.

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of DCF Designee Board Member Mala Ramoutar
<b>Reason for Recommended Action</b>	<p>Mala is the DCF Designee filling the seat vacated by Cassandra Virgo. Mala is the Administrator for the Family Services Counselor Supervisor, Office of Licensing, at the Department of Children and Families. Mala has over 35 years in public service and education.</p> <p>Mala’s term will be September 2024 to September 2028.</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 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>	Board Approval; then OEL will be notified via Plan Amendment/Board Roster submission.



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

BOARD MEMBERSHIP APPLICATION

DATE: May 9th, 2024

NAME: Mala Ramoutar

(Please Print)

ADDRESS: 5920 Arlington Expressway, Jacksonville, FL 32211

Street

City

State

Zip

MAILING ADDRESS: P.O. Box 2417, Jacksonville, FL 32231

City

State

Zip

PHONE: 904-485-9719

FAX: 904-723-5315

CELL PHONE: 904-210-2751

Day & month of birthday: May 29th

EMAIL: mala.ramoutar@myflfamilies.com

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EMPLOYER: DCF Office of Licensing - Child Care

ADDRESS: 5920 Arlington Expressway, Jacksonville, FL 32211

Street

City

State

Zip

MAILING ADDRESS: P.O. Box 2417, Jacksonville, FL 32231

City

State

Zip

PHONE: 904-485-9564

FAX: 904-723-5315

\*\*\*\*\*

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

Employer Address [ ] OR Personal Address [ ]

COMMENTS: Employers address

1. Tell us why you would like to serve on the Coalition.

A few years ago, it was legislatively mandated the Department of Children and Families have representative in the Early Learning Coalitions across the State of Florida. I am trying to comply with this mandate in the Northeast Region.

2. What concerns do you have relating to early care and education?

For the past 25 years, I have been working to improve the quality of early education children receive in the State of Florida. My biggest concerns are quality service and improving the literacy rate of all children.

3. What strengths will you bring to the Coalition?

35 plus years of service in public service and education.

4. Do you or anyone in your immediate family derive an income from a childcare or pre-school program? No.

5. Do you serve on any other boards? If so, please list.

Yes.

- Family Support Service – Child Welfare Early Education Partnership [CWEEP].
- Kids Hope Alliance.
- Early Learning Coalition of Duval – advisory capacity.

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

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of Private Sector Board Member Bailey Steele
<b>Reason for Recommended Action</b>	<p>Bailey has 8 years of experience working within a variety of roles in a childcare facility. Bailey has been a part-time summer counselor to a payroll manager for a corporation of facilities with childcare sites in several states. Bailey has a master's degree in accounting. Bailey brings a thoughtful perspective on keeping the focus for early education on the child while maintaining a steady revenue stream.</p> <p>Bailey Steele's term will be September 2024 to September 2028.</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>	Board approval then OEL will be notified via Plan Amendment/Board Roster submission.



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## BOARD MEMBERSHIP APPLICATION

NAME: Bailey Steele  
(Please Print)

ADDRESS: 1880 Gentlebreeze rd Middleburg FL 32068  
Street City State Zip

MAILING ADDRESS: \_\_\_\_\_  
City State Zip

PHONE: 904-718-3619 FAX: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL: Baileysteele@yahoo.com

\*\*\*\*\*

EMPLOYER: Childcare Counts LLC

ADDRESS: \_\_\_\_\_  
Street City State Zip

MAILING ADDRESS: \_\_\_\_\_  
City State Zip

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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*Please indicate where you would prefer Board information to be sent:  
Employer Address  OR Personal Address*

COMMENTS: \_\_\_\_\_

**1. Tell us why you would like to serve on the Coalition.**

I have 8 years of experience working within a variety of roles in a childcare facility, from a part time summer counselor at a privately owned facility to a payroll manager for a corporation of facilities ran in a variety of states. My educational experience includes a masters degree in accounting and I have worked in the accounting role for three years. My work experience and educational experience combined allows me to provide a thoughtful perspective on keeping the focus for early education on the child while maintaining a steady revenue stream.

**2. What concerns do you have relating to early care and education?**

The concerns I have relating to early education is making the child successful for a lifetime of learning and providing accurate care during the early stages of life. To do this, proper training and compensation should be required for the staff within the center. The center serves as a second home for the child and it should have a warm and fuzzy feeling for the child and parent when they enter.

**3. What strengths will you bring to the Coalition?**

My priority is assisting childcare facilities with the knowledge and understanding to run a successful business that produces a profit to continue operations, while maintaining the well-being of staff members and families for their best interest.

**4. Do you or anyone in your immediate family derive an income from a childcare or pre-school program?**

No, I/they do not.

**5. Do you serve on any other boards? If so, please list.**

No, I do not. I am only interested in this board.



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

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of Private Sector Board Member Makayla Buchanan
<b>Reason for Recommended Action</b>	<p>Makayla works for the Florida Chamber of Commerce. Makayla has an unwavering commitment for early childhood education and its critical role in shaping our community's future. Professionally she has dedicated her career to uniting businesses and stakeholders around early learning initiatives.</p> <p>Makayla Buchanan's term will be September 2024 to September 2028.</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>	Board approval then OEL will be notified via Plan Amendment/Board Roster submission.



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## BOARD MEMBERSHIP APPLICATION

NAME: Makayla Buchanan  
(Please Print)

ADDRESS: 3209 Russell Road Green Cove Springs FL 32043  
Street City State Zip

MAILING ADDRESS: 3209 Russell Road Green Cove Springs FL 32043  
City State Zip

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CELL PHONE: 904-576-0365

EMAIL: mbuchanan@flchamber.com; masbuchanan12@gmail.com

\*\*\*\*\*

EMPLOYER: Florida Chamber of Commerce

ADDRESS: 136 S. Bronough Street Tallahassee FL 32301  
Street City State Zip

MAILING ADDRESS: 3209 Russell Road Green Cove Springs FL 32043  
City State Zip

PHONE: 850-509-9763 FAX: \_\_\_\_\_

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*Please indicate where you would prefer Board information to be sent:  
Employer Address  OR Personal Address*

COMMENTS: \_\_\_\_\_

## 1. Tell us why you would like to serve on the Coalition.

I am eager to serve on the North Florida Early Learning Coalition because of my unwavering commitment to early childhood education and its critical role in shaping our community's future. As a mother to a 3-year-old, I deeply understand the importance of accessible, high-quality early learning experiences. I have witnessed firsthand the impact these early years have on a child's development, and I am passionate about ensuring every child in our community has the same opportunity for success.

Professionally, I have dedicated my career to uniting businesses and stakeholders around early learning initiatives. My work with the Florida Chamber Foundation and the Consortium of Florida Education Foundations has equipped me with the knowledge and experience needed to drive impactful change. Serving on the Coalition would allow me to apply my expertise in policy, advocacy, and community engagement to benefit the children and families of North Florida. Growing up in Clay County, I have a personal stake in the success of our hometown community and am committed to leveraging my skills to support our local early learning initiatives.

## 2. What concerns do you have relating to early care and education?

One of my primary concerns is the affordability and accessibility of high-quality early care and education. Many families in our community struggle to find affordable childcare, which not only affects their ability to work but also impacts their children's developmental outcomes. As someone actively experiencing the childcare affordability crisis, I am acutely aware of the barriers families face and the urgent need for solutions.

Another concern is the need for greater public awareness and support for early learning. It is crucial to educate policymakers, business, and the community about the long-term benefits of investing in early childhood education. Building a strong foundation during these formative years is essential for breaking generational cycles of poverty and ensuring a skilled future workforce.

Through my work at the Florida Chamber Foundation with Molly Grant, one of my advisory board members for the Business Alliance for Early Learning Project, we know School Readiness eligibility needs to be expanded. As an active supporter of shifting from a federal poverty level to state median income entrance threshold, I am also interested in exploring solutions like Michigan's Tri-Share Model to cover the cost of care and helping employers take advantage of federal tax credits, SR Match program, and the Florida's new Child Care Tax Credit.

## 3. What strengths will you bring to the Coalition?

I bring a unique combination of professional expertise, leadership experience, and personal passion to the North Florida Early Learning Coalition. My background includes:

- Leadership and Advocacy:** As the Director of Early Learning and Literacy at the Florida Chamber Foundation, I coordinate statewide efforts to unite businesses around early learning and literacy. My role involves working with advisory boards, managing programs, and advocating for policies that improve childcare access and kindergarten readiness. Prior to the Florida Chamber, I coached member education foundation CEOs on running nonprofits, program development, fundraising, and advocacy all to strengthen the network of Florida's 64 local education foundations aligned with nearly every county-wide school district.
- Community Engagement:** I have a proven track record of building partnerships and engaging with stakeholders across various sectors. My experience includes serving as CEO for the Clay Education Foundation, where I expanded partnerships with our Superintendent, school district leaders, principals, teachers, parents, and community as evidenced by the now growing Tools 4 Clay Schools program that we started from just one donor, to giving over \$100,000 a year in free school supplies for classrooms in need. I worked with Garber Automall to receive in-kind space for the Tools 4 Clay Schools store to be housed and then partnered with the principal of Keystone Heights Junior/Senior High School to create a second location for the store to meet the needs of teachers. With Delta Kappa Gamma, we brought the Dolly Parton Imagination Library to the lowest-income zip codes in Clay County, and I worked with Northeast Florida STEM2Hub, CSX, Wells Fargo, and others to embed STEM career pathway exploration and learning in all 7 junior high schools and one of their feeder elementary schools. All the while, generating significant support for public education in Clay County from businesses, community, and parents with representation on our board of directors and committees including all of the above from just 6 board members when I took over in 2019.
- Fundraising and Development:** I have successfully increased revenue for educational initiatives through strategic fundraising, grant writing, and community outreach. My efforts have resulted in substantial funding increases and the implementation of impactful programs first as CEO of the Clay Education Foundation where we increased revenues from less than \$100,000 to nearly \$500,000 in just 2 years and during COVID-19 and then at the Consortium where we diversified our portfolio significantly and increased dollars from \$7 to \$18 million in one year through multi-year initiatives, federal grant funding, and statewide appropriations.
- Personal Commitment:** As a mother and lifelong resident of Clay County, and the daughter of two Clay County educators, I have a deep personal investment in the success of our community's children. My firsthand experience navigating the childcare system gives me a relatable perspective that can drive meaningful change.

## 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.

Currently, I am a member of Florida's Early Learning Consortium and the Florida Campaign for Grade-Level Reading Statewide Advisory Council.

I do not serve on any other boards at this time. Previously I have served on the District Board of Trustees for St. Johns River State College, JAXUSA's Earn Up Steering Committee, the YMCA Advisory Board, and many other local and statewide advisory boards.

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

## ACTION ITEM SUMMARY

<b>DESCRIPTION</b>	Approval of Representative of Child Care Providers: Lisa Koburger
<b>Reason for Recommended Action</b>	<p>Lisa Koburger is a VPK/Pre-K Coordinator for Baker County Pre-K/Kindergarten Center. Lisa has been part of the school’s pre-K team for 11 years. Lisa is very interested in giving insight from a provider’s point of view and the teachers point of view.</p> <p>Her Term will be: September 2024 to September 2028</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 out of compliance by not having a mandated seat filled.</li> </ul>
<b>How the Action will be accomplished</b>	Board approval; then OEL will be notified via Plan Amendment/Board Roster submission.



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

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## BOARD MEMBERSHIP APPLICATION

DATE: 07/18/2024

NAME: Lisa Koburger  
(Please Print)

ADDRESS: 6796 Smokerise Drive Macclenny FL 32063  
Street City State Zip

MAILING ADDRESS: 6796 Smokerise Drive Macclenny FL 32063  
City State Zip

PHONE: 904-945-1603 FAX: 904-259-0379

CELL PHONE: 904-945-1603 Day & month of birthday: December 31

EMAIL: lisa.koburger@bakerk12.org

\*\*\*\*\*

EMPLOYER: Baker County Pre-K/Kindergarten Center

ADDRESS: 362 South Blvd. East Macclenny FL 32063  
Street City State Zip

MAILING ADDRESS: \_\_\_\_\_  
City State Zip

PHONE: 904-259-3014 FAX: 904-259-0379

\*\*\*\*\*

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

*Employer Address* X  OR *Personal Address*

COMMENTS: \_\_\_\_\_

1. Tell us why you would like to serve on the Coalition.

I think it's important for voices from all stakeholders to be heard. I've been part of our school's pre-k team for 11 years. I always try to stay updated on everything that will be affecting our Pre-K program. If I can give insight from a provider's point of view and my teachers, I think that's important.

2. What concerns do you have relating to early care and education?

The families that seem to be left out due to cost and ability to have transportation to get from a rural area to their closest centers and children that are left behind and not referred to "CHILD FIND" that need services before they enter VPK and kindergarten.

3. What strengths will you bring to the Coalition?

I think I'm a good listener and can give a different point of view from a public school.

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.

North East Service Unit Council



FOR PROVIDERS ONLY:

1. Name of the Provider you represent: Baker County Pre-K/Kindergarten Center
2. Position: VPK/Pre-K Coordinator
3. Please describe your center and the services provided to Baker, Bradford, Clay, Nassau, Putnam and/or St. Johns Counties.

Our school is Pre-K and Kindergarten classes exclusively. Our center has 180 seats for pre-k seat each year. 21 seats are set aside for ESE students that are mainstreamed into general education or working towards mainstreamed. Our classes are 2 adults to 20 children. Most of our teachers have been with our program for 5 years and a few teachers have been with our program more than 10 years. Children in our program are introduced to many of the transitions that our kindergarten children will be doing, lunch in the cafeteria, visiting the media center and our Positive Behavior Intervention Support System (PBIS).

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

**BOARD MEMBERSHIP SUMMARY**  
As of December 6, 2023

<b>Position</b>	<b>Name</b>	<b>Term Start Date</b>	<b>Term End Date</b>
<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>	Vina Delcomyn - <i>Vice Chair</i>	September 2020	September 2024
<b>Total Private Sector</b>	<b>3</b>		
<b>PUTNAM</b>			
Representative of Programs for Children with Disabilities under the Federal Individuals with Disabilities Education Act	Marsha Peacock	September 2021	September 2025
County Health Department Director or Designee	Robyn Jernigan	December 2023	December 2027
Appointed by Putnam County District Superintendent of Schools	Jessica Stallings	March 2022	March 2026
<b>Total Private Sector</b>	<b>0</b>		
<b>ST. JOHNS</b>			
Member Appointed by Bd. of County Commissioners or the Governing Board of a Municipality	Krista Joseph	March 2023	March 2027
Head Start Director	*Brian McElhone	July 2021	July 2025
Governor Appointee <b>Private Sector</b> CHAIR	Vacant, <i>Chair</i>		
<b>Private Sector</b>	Mike Siragusa	September 2018	September 2026
<b>Private Sector</b>	Michelle Jonihakis - <i>Treasurer</i>	December 2018	December 2026
<b>Private Sector</b>			
<b>Total Private Sector</b>	<b>3</b>		
<b>MULTI COUNTIES</b>			
DCF Regional Administrator or Designee	Mala Ramoutar	September 2024	September 2028
DCF Regional Licensing Designee	Cassandra Bloom	December 2023	December 2027
Regional Workforce Board Executive Director or Designee	*Renee Williams, (Baker, Clay, Nassau, Putnam, St. Johns)	September 2014	September 2026

President of a Florida College System or Designee	* Dr. Myrna Allen, - <i>Secretary</i> (Clay, Putnam, St. Johns)	September 2014	September 2026
Representative of Private Family Home Child Care Providers	Vacant		
Representative of Faith Based Child Care Providers	*Theresa Little, (Putnam, St. Johns)	December 7, 2016	December 2024
<b>Private Sector</b>	Leslie A. Barstow (St. Johns)	March 2022	March 2026
<b>Private Sector</b>	Aubrie Simpson Gotham, <i>Interim Chair</i> (St. Johns)	December 2018	December 2026
<b>Private Sector</b>	Shannon Shontz-Phillips	June 21,2023	June 2027
<b>Private Sector</b>	Mary Ann Holanchock	June 2021	June 2025
<b>Total Private Sector</b>	<b>4</b>		
<b>Combined Total Private Sector</b> ( <i>Must comprise MORE THAN 1/3 of total Board Membership</i> ):	<b>10</b>		
<b>TOTAL MEMBERSHIP</b>	<b>20</b>		

- **Nancy Pearson-** Governor appointee for the private sector has retired effective April 30, 2021. We are working with the Governor's office for approval of a new Board Chair appointee. Nancy officially retired April 30, 2021.

**Mandatory Seats:** All mandatory seats have been filled.

- **Combined Total Private Sector** (*Must be comprised of MORE THAN 1/3 of total Board Membership*). We currently have 10 private sector members.
- **Total Membership:** 15 to 30 members. We currently have 21 board members.

# 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 2023-2024

Position	Name	Term	Reappointed To	Term
Interim Chair	Aubrie Simpson-Gotham	October 2023-September 2024		
Vice-Chair	Vina Delcomyn	October 2023-September 2024		
Secretary	Dr. Myrna Allen	October 2023-September 2024		
Treasurer	Michelle Jonihakis	October 2023-September 2024		

### FY 2022-2023

Position	Name	Term	Reappointed To	Term
Interim Chair	Joy Stanton	October 2022-September 2023		
Vice-Chair	Aubrie Simpson-Gotham	October 2022-September 2023		
Secretary	Renee Williams	October 2022-September 2023		
Treasurer	Vina Delcomyn	October 2022-September 2023		

### FY 2021-2022

Position	Name	Term	Reappointed To	Term
Interim Chair	Joy Stanton	October 2021-September 2022		
Vice-Chair	Aubrie Simpson-Gotham	October 2021-September 2022		
Secretary	Renee Williams	October 2021-September 2022		
Treasurer	Vina Delcomyn	October 2021-September 2022		

### FY 2020-2021

Position	Name	Term	Reappointed To	Term
Vice-Chair	Joy Stanton	October 2020-September 2021		
Secretary	Aubrie Simpson-Gotham	October 2020– September 2021		
Treasurer	Myrna Allen	October 2020 – September 2021		

### FY 2019-2020

Position	Name	Term	Reappointed To	Term
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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		

## 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, March, and June (the last week of the month) at 10:30 a.m.

SIGN - UP			
1	Chair:	7	
2	Vice-Chair:	8	
3	Treasurer:	9	
4	Secretary:	10	
5		11	
6		12	

# 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 DEL 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 DEL 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 DEL'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 DEL'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

## Early Learning Coalition of North Florida

### Current Vendors

As of July 8, 2024

Vendor ID	Vendor Name	Status	Printed Main Address	Issue 1099	Tax ID Number
1stCoastPrinting	1st Coast Printing	Active	103 Coquina Court Ponte Vedra Beach, FL 32082	No	
Abila	Abila - Community Brands	Active	PO Box 737451 Dallas, TX 75373-7451	No	
ADPLLC	ADP, LLC	Active	PO Box 842875 Boston, MA 02284-2875	No	
AELC	AELC	Active	206-B S. Monroe Street Tallahassee, FL 32301	No	
Aflac	Aflac	Active	Worldwide Headquarters Columbus, GA 31999	No	
Alisha Rotella	Alisha Rotella	Active	562 Coppit Dr. E Orange Park, FL 32073 USA	Yes	257-75-4742
AmericanHeritageLi	American Heritage Life Ins. Co.	Active	PO Box 650514 Dallas, TX 75265-0514	No	
AmyFinkley	Amy Louise Finkley	Active	13276 Didymus Drive Jacksonville, FL 32258	No	594-82-9888
AMLYN - INDIVIDUAL	Amy Lyn D'Alesio	Active	14030 Atlantic Blvd. Unit 3414 Jacksonville, FL 32225	Yes	171-58-4597
AmyLynDAlesio			dba Creative Types 14030 Atlantic Blvd. Unit 3414 Jacksonville, FL 32225	Yes	47-2772827
AnnaMooGoodMoosP	Anna Moo/Good Moos Production	Active	330 SW 165th Street Newberry, FL 32669	No	267-47-3079
AssocofEarlyLear	Assoc. of Early Learning Coalitions, Inc.	Active	206-B S. Monroe St Tallahassee, FL 32301	No	
ATT	AT&T	Active	PO Box 5014 Carol Stream, IL 60197-5014	No	
BlueCrossBlueSh	Blue Cross & Blue Shield of FL	Active	P. O. BOX 105358 Atlanta, GA 30348-5358	No	
CassandraVirgo	Cassandra Virgo	Active	7288 Lawn Tennis Lane Jacksonville, FL 32277	No	
ClarasTidbitsRest	Clara's Tidbits Restaurant	Active	1076 Henricks Avenue Jacksonville, FL 32207	No	59-3041293
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	
CompassMSP	Compass MSP, LLC	Active	PO Box 844769 Boston, MA 02284-4769	No	
Connie Turner	Connie Turner Interior Design & Space Planning	Active	3733 University Blvd West Suite 211 Jacksonville, FL 32217	No	59-3632287
CraftsTrophiesand	Craft's Trophies and Awards, Inc.	Active	1964 US 1 South Saint Augustine, FL 32086	No	
Crystal Springs	Crystal Springs	Active	PO Box 660579 Dallas, TX 75266-0579 USA	No	
CSI	Communications Solution, Inc.	Active	8725 Youngerman Court Suite 206 Jacksonville, FL 32244	No	80-0029729
DawnBell	Dawn Bell	Active	4036 White Pine Lane St. Augustine, FL 32086	No	

Vendor ID	Vendor Name	Status	Printed Main Address	Issue 1099	Tax ID Number
	Debra Tubb	Active	833 Peppervice Ave St Johns, FL 32259 USA	Yes	452-21-0412
Debra Tubb DEL	Division of Early Learning	Active	Attn:Financial Admin & Budget Services 325 West Gaines St Room 522 Tallahassee, FL 32399	No	
Discover	Discover Realty, Inc.	Active	3620 Peoria Road Orange Park, FL 32065 USA	No	
DonMonopoli	Don Monopoli Productions	Active	AKA The Learning Station 3950 Bristol Court Melbourne, FL 32904	No	59-3522234
EdProvost	Ed & Vicky Provost	Active	2450 Old Moultrie Road, Suite 301 St. Augustine, FL 32086 USA	Yes	471-40-4413
EPICRetirementPlanS	EPIC Advisors Inc	Active	DBA EPIC Retirement Plan Services 150 State Street Suite 200 Rochester, NY 14614	No	16-1450952
EpiscopalChildrens	Episcopal Children's Services	Active	8649 Baypine Road Bldg 7, Suite 300 Jacksonville, FL 32256	No	59-1146765
FerstFoundationfor	Ferst Foundation for Childhood Literacy,	Active	PO Box 1327 Madison, GA 30650	No	
FirstFloridaInsuranc	First Florida Insurance Brokers	Active	20 N Orange Avenue Suite 500 Orlando, FL 32801	No	
FirstNationalBank	First National Bank Omaha	Active	P. O. Box 2818 Omaha, NE 68103-2818	No	
FloridaDepartmento	Florida Department of State	Active	The Gray Building 500 S. Bronough Street 4th Fl Tallahassee, FL 32399-0250	No	
FPL	FPL	Active	General Mail Facility Miami, FL 33188-0001	No	
Harland Clark	Harland Clark	Active	Ameris Bank 689 240 America Pl. Jeffersonville, IN 47130	No	
IMPACT EARLY EDUCATI	IMPACT EARLY EDUCATION	Active	120 Palencia Village Dr. C-105 PMB St Augustine, FL 32095	No	
IPFone	IPFone	Active	PO Box 612770 Miami, FL 33161-2770	No	65-0617220
IVENTURE	iVenture Solutions, LLC	Active	PO Box 749658 Atlanta, GA 30374-9658	No	59-3673725
JessicaStallings	Jessica Stallings	Active	301 Mellon Road Palatka, FL 32177 USA	No	
JoanWhitson	Joan Whitson	Active	5337 1st Street St. Augustine, FL 32080	No	
KiwanisClubofPala	Kiwanis Club of Palatka	Active	P O Box 313 Palatka, FL 32178	No	
KonicaMinoltaBusin	Konica Minolta Business Solutions USA Inc	Active	Dept. AT 952823 Atlanta, GA 31192-2823	No	
LastingerCenter	Lastinger Center for Learning	Active	Attn: Dr. Paige Pullen P. O. Box 117052 Gainesville, FL 32611-7052 USA	No	

Vendor ID	Vendor Name	Status	Printed Main Address	Issue 1099	Tax ID Number
LeslieBarstow	Leslie Barstow	Active	228 River Road, S. St Augustine, FL 32092	No	
Logate LLC	Logate LLC	Active	3620 Peoria Road Orange Park, FL 32065	Yes	26-2942548
LoopUp	LoopUp	Active	282 2nd Street Suite 200 San Francisco, CA 94105	No	
MaryAnnHol	Mary Ann Holanchock	Active	655 W. Marina Cove Drive, Apt 313 St. Augustine, FL 32080 USA	No	
MarywoodRetreatCen	Marywood Retreat Center	Active	235 Marywood Dr. St. Johns, FL 32259	No	
MidAtlantic	Mid Atlantic Trust Company	Active	330 South Popolar Ave. Suite 103E Pierre, sd 57501	No	
MollyMaidFirstCoa	Molly Maid First Coast	Active	310 Commerce Lake Drive Suite 104 St. Augustine, FL 32095	Yes	26-2938092
MossKrusickAsso	Moss, Krusick & Associates, LLC	Active	501 S. New York Avenue Suite 100 Winter Park, FL 32789	No	
NationalAlarmService	National Alarm Service, Inc.	Active	4861 S.R. 13 North St. Johns, FL 32259	No	
NEFEC	North East Florida Educational Consortium	Active	3841 Reid Street Palatka, FL 32177	Yes	59-6000821
OE&S Office Enviro	OE&S Office Environment	Active	1524 San Marco Blvd Jacksonville, FL 32207	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	
PattysPrimarySong	Patty's Primary Songs LLC	Active	117 Spoonbill Ct Jupiter, FL 33458	No	84-5059704
PettyCash	Petty Cash	Active	2450 Old Moultrie Rd. Suite 103 St. Augustine, FL 32086 USA	No	
PrincipalLifeIns	Principal Life Insurance Company	Active	PO Box 77202 Minneapolis, MN 55480-7200	No	42-0127290
PutnamCountyChambe	Putnam County Chamber of Commerce	Active	1100 Reid St Palatka, FL 32177	No	
RachelStrauss	Rachel Stauss	Active	dba Rachel Giannini LLC 1237 North Maplewood Ave. #2 Chicago, IL 60622	Yes	87-4397545
RavineGardensState	Ravine Gardens State Park	Active	1600 Twigg St. Palatka, FL 32177	No	
Rethreaded	Rethreaded, Inc.	Active	515 E 9th St Jacksonville, FL 32209	No	
	Robert Half	Active	PO Box 743295 Los Angeles, CA 90074-3295 USA	No	94-1648752
RobertHalf ScholasticInc	Scholastic Inc.	Active	PO Box 639852 Cincinnati, OH 45263-9852	No	13-1824190
SharonBrown	Sharon Brown-Mack	Active	DBA Sharon's Janitorial + Cleaning Service 4342 Woodley Creek Road Jacksonville, FL 32218	Yes	47-1685491
SouthStateBank	South State Bank	Active	120 FL 312 W St. Augustine, FL 32080	No	

Vendor ID	Vendor Name	Status	Printed Main Address	Issue 1099	Tax ID Number
StaffingofStAugu	Staffing of St. Augustine	Active	2730 US 1 South Suite B St. Augustine, FL 32086	No	59-3719797
StAugustineSunris	St. Augustine Sunrise Rotary	Active	PO Box 505 St. Augustine, FL 32085	No	
StJohnsCountyCha	St. Johns County Chamber of Commerce	Active	100 Southpark Blvd Suite 405 & 406 St. Augustine, FL 32086	No	
StJohnsCountyCOA	St. Johns County COA	Active	180 Marine Street St. Augustine, FL 32084	No	
StJohnsRiverStat	St. Johns River State College	Active	283 College Drive Attn: Ellen Hare Orange Park, FL 32065	No	
SusanPettjohn	Susan Pettjohn	Active	128 Kingston Dr St. Augustine, FL 32084	Yes	255-96-2267
TASKStJohns	TASK of St. Johns County	Active	PO Box 2096 St Augustine, FL 32085	No	
TheresaLittle2	Theresa Little	Active	3637 Montclair Drive Jacksonville, FL 32217	No	
TMobile	T-Mobile	Active	PO Box 742596 Cincinnati, OH 45274-2596	No	
UnitedWayofSJC	United Way of SJC	Active	PO Box 1007 St. Augustine, FL 32085	No	
Village Key & Alarm	Village Key & Alarm	Active	441 State Road 16 St. Augustine, FL 32084	No	
Vincent Upholestry	Vincent & Son Upholestry, LLC.	Active	5121 Bowden Road Ste. 311 Jacksonville, FL 32216 USA	No	81-1481394
VOID	VOID Check	Active	,	No	



# EARLY LEARNING COALITION

North Florida

## EXECUTIVE/ADMIN COMMITTEE MEETING

ZOOM Meeting

June 26, 2024 10:30 a.m.

### ATTENDANCE

#### **Members Present:**

Vina Delcomyn, Vice Chair  
Michelle Jonihakis, Treasurer  
Michael Siragusa  
Dr. Myrna Allen, Secretary  
Theresa Little

#### **Members Absent:**

Aubrie Simpson Gotham, Interim Chair

#### **Staff Present:**

Dawn Bell, Chief Executive Officer  
Tajaro Dixon, Grants and Operations Manager  
Marie Hanson, Office Manager  
Kelly Pearsall Ruiz, Accounting Assistant

#### **Others Present:**

Teresa Matheny, Chief of Programs ECS

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### CALL TO ORDER/ROLL CALL

V. Delcomyn called the meeting to order at 10:30 a.m. M. Hanson took Roll Call; quorum was met with five of the six Exec/Admin committee members in attendance.

### PUBLIC COMMENT

No comments.

### NEW/UNFINISHED BUSINESS

#### APPROVAL OF THE 2022-2024 SCHOOL READINESS PLAN AMENDMENT #08\*

1. M. Allen motioned to approve the 2022-2024 School Readiness Plan Amendment #08. T. Little seconded the motion. No discussion, motion passed unanimously.

**RETRO ACTIVE APPROVAL OF THE ELCNF INSURANCE COVERAGES WITH FLORIDA INSURANCE TRUST TO INCLUDE OUR GENERAL LIABILITY, DIRECTOR'S & OFFICERS, WORKERS COMPENSATION, CYBER, CRIME AND PROPERTY COVERAGES\***

2. T. Little motioned to approve the ELCNF insurance coverages with Florida Insurance Trust. M. Jonihakis seconded the motion. No discussion, motion, passed unanimously.

**REVIEW OF BOARD MEMBERSHIP – *INFORMATIONAL***

D. Bell noted that Board member Patricia Tauch has resigned. D. Bell discussed recruiting for new Board members.

**EXECUTIVE/ADMIN COMMITTEE ABSENTEEISM LOG - *Informational***

**Exec/Admin Committee COMMENTS**

No comments

**NEXT MEETINGS**

The next scheduled meeting:

- **Exec/Admin Meeting** – August 7, 2024 10:30 am- Zoom meeting
- **Annual Board Meeting** – September 11, 2024 10:30 a.m. Renaissance World Golf Village
- **Exec/Admin Committee Meeting:** November 6, 2024 at 10:30 am Zoom meeting
- **Board Meeting** – December 4, 2024 2:00 p.m. Caddy Shack Restaurant, World Golf Village

**ADJOURNMENT\***

3. T. Little motioned for adjournment at 10:42 a.m. M. Jonihakis seconded the motion. No discussion, motion passed unanimously.

**Minutes Submitted By: Marie Hanson, Office Manager**

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

Early Learning Coalition of: North Florida Compiled: 8/20/2024

Name: Compiled by Marie Hanson \_\_\_\_\_  
Printed Signature

Position:  Officer  Mandated Member  Provider Representative  Private Sector  Other

Date: **August 2024**    **12 Responses**

RATING SCORES				
5 Outstanding	4 Exceeds Expectations	3 Meets Expectations	2 Needs Improvement	1 Below Expectations

## OVERALL BOARD PERFORMANCE EVALUATION

<i>Individual Board Member Contributions</i>	<i>Appraisal Rating</i>					<i>Comments Required for Ratings 5 or 1</i>
<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.	6	4	2			
2. Carefully review all background materials prior to Board and committee meetings.	2	6	4			
3. Have developed a thorough understanding of the ELC by-laws and Board policies.	3	4	5			
4. Offer constructive suggestions, comments, and feedback during all Board discussions.	2	4	5	1		
5. Respect the right of other Board members to disagree and to have sufficient time to express their thoughts.	5	4	3			
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.	2	4	3	2		1=N/A
<i>As an ELC Board Member, I...</i>	5	4	3	2	1	
7. Help to recruit new private sector members as needed.	1	2	6	1	1	1=N/A
<i>TOTAL INDIVIDUAL CONTRIBUTIONS:</i>						



<b>ELC Board Operational Responsibilities</b>	<b>Appraisal Rating</b>					<b>Comments Required for Ratings 5 or 1</b>
<b>Our ELC Board...</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	
8. Provides input into the development and revision of ELC policies as needed, and approves those policies.	3	4	4	1		
9. Assures the long-term progress of the Coalition by carefully monitoring program reports at each Board meeting.	3	4	5			
10. Assures the financial integrity of the organization by exercising responsible stewardship through the careful scrutiny of fiscal reports at each Board meeting.	3	4	5			
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.	3	4	5			
12. Is provided sufficient notice of all Board and Committee meetings.	5	5	2			
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	3	3			
14. Has had a quorum at all Board meetings during the past year.	6	3	3			
<b>Our ELC Board...</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	
15. Has positive and informational interactions with the ELC CEO and staff.	6	5	1			
16. Has evaluated the CEO during the past year, through a collaborative process that involves Board members and the CEO.	4	5	2			1= N/A
17. Has evaluated our Board's performance during the past year, and has used the results to strengthen Board operations.	3	5	3			1= N/A
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.	4	5	3			
<b>TOTAL BOARD OPERATIONAL RESPONSIBILITIES:</b>						
<b>ELC Board General Responsibilities</b>	<b>Appraisal Rating</b>					<b>Comments Required for Ratings 5 or 1</b>
<b>Our ELC Board...</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>	
19. Ensures that the ELC adheres to all applicable federal, state, and local laws,	5	4	3			

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.						
20. Ensures that services are procured through an open, fair, and robust competitive process.	3	7	2			
21. Preserves and nurtures a number of external and internal relationships to ensure the accomplishment of the ELC's mission and outcomes.	4	6	2			
22. Demonstrates accountability by establishing standards to measure both organizational and Board performance. It monitors its performance regularly to ensure compliance.	3	7	2			
<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.	5	4	3			
<b>TOTAL BOARD GENERAL</b>						
<b>OVERALL BOARD PERFORMANCE EVALUATION TOTAL:</b>	480	408	231	10	2	4

Totals: 1134

480 408 231 10 1 4

Total scoring 4.11 = Exceeds expectations

**Overall Board Comments:**

**Overall Board members responded positively to all areas of the evaluation commenting that they take their position on the Board very seriously and feel that they are always well prepared for the meetings. There are a couple of Board members who have not served too long on the Board and replied N/A to several questions. Comments include that Dawn and her staff have done an exceptional job of keeping up with all the demands made on the Coalition and that this Coalition has become a role model to other Coalitions throughout the state.**

**Total number of Board Members who completed the self-evaluation was 12 and the final overall rating on a scale of 1=Below Expectations to 5=Outstanding was 4.13=Exceeds Expectations.**



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:** July 3, 2024  
**Subject:** 2023/2024 Fourth Quarter Program Update and Quality Assurance Activities

### *Coalition Activities:*

- The Division of Early Learning (DEL) Fiscal Monitoring occurred January 29 – February 1, 2024. In the final report (May 20, 2024), there was one compliance issue regarding an incorrect allocation. Staff refresher training was held and we are awaiting DEL's acceptance of our corrective action (and close-out letter).
- Coalition and ECS staff held an "Open Discussions Lunch" meeting at the Jacksonville ECS headquarters location April 24, 2024. All ELC staff were able to meet some new ECS staff, including their new CEO, Dr. Natalya Roby. This continues to be a very productive annual meeting and both the ELC and ECS staff look forward to it.
- For best practices, ELC staff attended an internal Procurement "Refresher" training held April 2, 2024.
- The Coalition's COOP (Continuation of Operations Plan) for 2024/2025 was submitted to DEL by the May 1, 2024 deadline.
- The 2024/2025 Coalition's Anti-Fraud Plan was submitted to DEL's Office of Inspector General April 4, 2024, and are awaiting acknowledgement/approval.
- The DEL Grant Agreement as well as the Episcopal Children Services (ECS) contract were completed and approved in time for July 1, 2024 funding and services.
- ELC and ECS staff began data and document collection for the DEL Accountability Review (that is done every other year). The entrance interview is scheduled for July 17, 2024.
- Palatka ELC staff (me ☺) began "Leadership Putnam" May 23, 2024. This is a leadership course held by the Putnam County Chamber of Commerce that will run until September 12, 2024.

### *Episcopal Children's Services (ECS) Contract Monitoring:*

The 2023/2024 Third Quarter Monitoring was performed May 13-24, 2024. This monitoring included all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review were the Data Security Systems Updates, Personnel Records, and DEL Scorecard: Background Screenings. From this review, there were three compliance issues. These required staff refresher training sessions. The staff trainings were held before the final report.

The 2023/2024 Fourth Quarter Monitoring is scheduled for August 12-23, 2024. This monitoring will include all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review will be Data Security Systems Updates, DEL Scorecard: Childcare Provider Monitoring, Non-direct Costs Review (3<sup>rd</sup> and 4<sup>th</sup> quarters combined), and Fiscal Year-end Overview.

*ALL full reports are available upon request.*



A United Way Agency Funded by the State of Florida

**BOARD  
MEMBER ABSENTEEISM LOG**

By-Laws Unexcused absences from two (2)

3.2.8. Mandated

members with three (3) consecutive

X = Attended

MEMBER NAME	No Meeting	No Meeting	No Meeting		No Meeting	No Meeting	No Meeting	No Meeting	No Meeting	No Meeting	
	July-23	August 2023	September 13, 2023	October 2023	November 2023	December 6, 2023	January 2024	February 2024	March 2024	April 2024	May 8, 2024
Allen, M.			X			Excused					X
Barstow, L.			X			X					Excused
Bishop, J.			No longer a member			No longer a member					No longer a member
Bloom, C.						X					X
Chandler, R.			No longer a member			No longer a member					No longer a member
Coleman, R.			Excused			Excused					Excused
Delcomyn, V.			X			X					X
Dorsey, Patricia			Excused			X					No longer a member
Farris, J.			No longer a member			No longer a member					No longer a member
Gammon, K.			Excused			No longer a member					No longer a member
Garcia, M.						No longer a member					No longer a member
Graham, B.			Excused			Excused					X
Hoffman, E.			Excused			No longer a member					No longer a member
Holanchock, M.			X			X					X
Hill, M.			No longer a member			No longer a member					No longer a member
Jernigan, R.						X					X
Johns, J.			No longer a member			No longer a member					No longer a member
Jonihakis, M.			X			X					X
Joseph, Krista			X			Excused					Excused
Kersey Graves, W.			No longer a member			No longer a member					No longer a member
Little, T.			X			X					X
Matheny, T			No longer a member			No longer a member					No longer a member
McElhone, B.			Excused			X					Excused
Montoro, Bianco			No longer a member			No longer a member					No longer a member
Overly, Jennifer			X			No longer a member					No longer a member
Pearson, N.			No longer a member			No longer a member					No longer a member
Peacock, M.			X			X					X
Puckett, C.			No longer a member			No longer a member					No longer a member
Shontz-Phillips, S.			Excused			Excused					Excused
Simpkins, K.			No longer a member			No longer a member					No longer a member
Simpson-Gotham, A.			X			X					X
Siragusa, M.			X			X					Excused
Stallings, J			Excused			X					X
Tauch, P.			No longer a member			No longer a member					No longer a member
Virgo, Cassandra			X			No longer a member					No longer a member
Warnock, Andrew			No longer a member			No longer a member					No longer a member
Whitehurst, C.			No longer a member			No longer a member					No longer a member
Williams, R.			X			X					X