



EXEC/ADMIN COMMITTEE MEETING

March 5, 2025 at 10:30 a.m.

Zoom Meeting

<https://us02web.zoom.us/j/82826624110?pwd=AQa6A0eAar5nG3zv32FS27SHDeRDX6.1>

Meeting ID: 828 2662 4110

Passcode: 994610

TENTATIVE AGENDA

**Action Item*

- I. **Call to Order/Roll Call**
- II. **Public Comment**
- III. **Review and Approval of 2023-2024 Audit ***
Presented by Moss, Krusick and Associate
- IV. **New/Unfinished Business**
 - A. **RETRO- Approval of the Episcopal Children's Services 2024/2025 Contract Amendment # 0003-24***
 - B. **RETRO-Approval of Revisions to the Coalition's Operational Policies And Procedures***
 - C. **RETRO-Approval of Revisions to the Coalition's Personnel Policies and Procedures Manual***
 - D. **RETRO-Approval of Revisions to the Coalition's Contract Management Policy***
 - E. **RETRO-Approval of Revisions to the Coalition's Accounting and Financial Policies***
 - F. **RETRO-Approval of Revisions to the Coalition's IT Policies***
 - G. **RETRO-Approval of Revisions to the Coalition's Procurement Policy***
 - H. **Approval of the Coalition's 2025-2026 COOP (Continuity of Operations Plan)***
 - I. **Approval of the Coalition's Disposal of Inventory***

IV. Committee Comment

V. Next Meetings:

Board – May 7, 2025 10:30 a.m. Renaissance World Golf Village

Exec/Admin – June 25, 2025 10:30 a.m. Zoom Meeting

VI. Adjournment*

ACTION ITEM SUMMARY

DESCRIPTION	Episcopal Children’s Services 2024/2025 Contract Amendment #0003-24:
Reason for Recommended Action	<p>REQUESTING RETRO-ACTIVE APPROVAL TO FEBRUARY 11, 2025 (THE DATE OF PROCESSING EXECUTIVE ORDER 14151, BELOW).</p> <p><u>Background:</u></p> <p>President Donald Trump issued executive order (E.O.) 14151 titled “Ending Radical and Wasteful Government DEI Programs and Preferencing” on January 20, 2025.</p> <p>E.O. 14151 directs the director of the Office of Management and Budget (OMB) to terminate all mandates, policies, programs, preferences, and activities relating to 'diversity, equity, inclusion, and accessibility.'</p> <p><u>Revisions:</u></p> <p>The Coalition 2024/2025 contract with Episcopal Children’s Services was reviewed and revised to clarify excerpts to be in line with E.O. 14151. <i>In short, we have revised any language that could render us out of compliance with the Federal Government.</i></p> <p><u>Other Revisions:</u></p> <ul style="list-style-type: none"> A. Items #2, 9 and 16 included updates to the <u>School Readiness</u> budgeted amounts for the SR Program per the December 5, 2024 Notice of Award (NOA). This NOA added \$77,656 to SR from the "SR Waitlist Amendment Allotment". B. Item #16 also included adjustments to fund a “Help Desk” for providers that was previously operated by DEL. C. Item #15 updated the address for the new Putnam County office location. <p><u>If this is not done, the following would occur:</u></p> <p>ECS’s contract would not have clarified language to demonstrate compliance with Executive Order #14151 dated January 20, 2025.</p> <ul style="list-style-type: none"> A. ECS’s contract would not have the correct budgeted amounts for the School Readiness Program. B. ECS would not have funding for the newly assigned task by DEL. C. ECS’s contract would not have the updated address for the new Putnam County office location.
How the Action will be accomplished	RETRO-ACTIVE APPROVAL ECS 2024/2025 amendment #0003-24, and party signatures.

**Amendment 0003-24 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
1	8	<p>A. <u>ELIGIBILITY AND ENROLLMENT</u> (SR)</p> <p>The Contractor:</p> <p>10. Shall negotiate the child care rate for special needs children that require additional care beyond services required by the Americans with Disabilities Act (ADA) using the Special Needs Rate Request Form as a guideline. A team of the contractor’s reviewers will determine the appropriateness of the accommodations based on the child’s IEP, FSP, or professional validation documentation to determine if the provider qualifies for a special needs rate of ten (10) percent, fifteen (15) percent, or twenty (20) percent, based on the provider’s SR daily infant rate. Tiers outlined on the request form will be used to determine the rate of payment. These tiers were created by using B-Piece and the quality indicators in best practices in <u>inclusive developmental</u> early childhood education.</p>
2	9	<p>C.<u>RESOURCE MANAGEMENT</u> (SR)</p> <p>Pursuant to the Request for Proposal and the Contractor’s signed response, and the fact that this contract is upon a cost-reimbursement method of payment, the CONTRACTOR shall be fiscally responsible pursuant to the following:</p> <p>1. BUDGET SURPLUS/DEFICIT: The Contractor shall serve children with the slot dollars provided under this contract, unless the available School Readiness grant funding would not financially provide for all slots. Regardless of the total amount of funding for slots, the Contractor will ensure no less than 78% 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 slot funding which is \$18,453,220 \$18,530,876, unless written arrangements are made with the Coalition to move additional funds into the slot budget. This funding is inclusive of <u>includes</u> the annual DEL School Readiness Grant Award including with local match funds (when applicable), and is 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. Additionally, the Contractor</p>

		shall be responsible for actively soliciting and obtaining local match funds for children in School Readiness Programs to be used only for slots.
3	12	<u>E.REPORTS</u> (SR)
		<p>4. A monthly primary School Readiness services contractor management report, currently titled "Service Provider Snapshot Report", to be delivered by the 20th of the month following services, in a format as directed by the Coalition. This report shall include the following details.</p> <p><u>For School Readiness:</u></p> <ul style="list-style-type: none"> • Children on wait list by age group for current month, previous month and year-to-date average • SR Provider Trainings (including CDA Competencies/Standards) • SR Provider Trainings offered • SR Technical Assistance Visits • CCRR consumer complaints (# of complaints) • CCRR Quality Assurance Assessments (secret shopper calls- percentage of staff meeting needs of callers) • CCRR number of calls logged for current month • Children screened (Enrollment, Redetermination/Annual, Social/Emotional, and Referrals for Intervention) - percentages and total number screened • For both types of screenings: number recommended for further referrals, actual children referred with parental consent • Child Assessment Data • SR Provider Monitoring Tier 1 and Tier 2 <p><u>For VPK:</u></p> <ul style="list-style-type: none"> • number of current providers • number of current classrooms • current classroom capacity • enrolled on last day of month • number (monthly and YTD) and percentage (YTD) of providers monitored <p><u>For School Readiness and VPK:</u></p> <ul style="list-style-type: none"> • SR and VPK Provider CLASS Assessments for All Classrooms (Prekindergarten, Toddler, and Infant)
4	13	<u>B. Scope of Services</u> (CCR&R)
		<p>1. To provide quality CCR&R services to all families (without regard to socioeconomic status) including, but not limited to, identification of all provider options, information on and assistance in locating a child care provider meets the family's specific needs, and information regarding financial subsidies or related family support services. Once a parent has selected a provider, the Contractor shall provide that parent with the following information:</p> <p>a) Link to DCF CARES system where the parent can locate specific information about the selected provider, including health and safety requirements met by the provider, any licensing or regulatory</p>

		<p>requirements met by the provider, the provider’s inspection and violation history, and any voluntary quality standards met by the provider.</p> <p>b) A description of how CCDF subsidies are designed to promote equal access <u>assist all families in obtaining CCR&R services</u>.</p> <p>c) Instructions on how to submit a complaint through DCF’s complaint hotline.</p> <p>d) Instructions on how to contact the local CCR&R for information regarding other community-based supports.</p> <p>4. To refer local child care providers to the provider of services for the inclusion <u>of children with disabilities and special health care needs</u>.</p>
5	14-16	C. Methodology (CCR&R)
		<p>2. Offer services to all families either by phone, in person, or by Contractor website, and be willing to use the Florida Relay TDD system, as requested. Contractor will provide services or have access to assistance for services with families who speak languages other than English.</p> <p>21. Develop an annual “CCR&R Family Engagement and Community Outreach Plan” to be submitted to the Coalition/DEL by August 31, 2024. And develop an annual “CCR&R Accessibility <u>Annual Report</u>” to be submitted to the Coalition/DEL by August 31, 2025. The reports shall be submitted in the formats designed annually by DEL.</p>
6	16	IV. SCOPE OF SERVICES TASKS – Quality Initiative
		<p>B. Scope of Services: The Contractor shall implement the Coalition’s Plan for Quality Activities and Services plan element consistent with the activities prescribed in s.1002.89(6)(b), F.S. which can be measured by program assessment, professional development, and formative child assessment. The professional development support activities are defined by DEL’s approved CCDF State Plan including conducting communities of practice, coaching, technical assistance, and training. Also included are parent trainings and involvement activities (including activities to promote a higher level of family engagement), and strategies to meet the needs of unique populations and local eligibility priorities (which may include supports for creating inclusive <u>environments, that supports for serving diverse all</u> populations of children, and supports for trauma-informed care and grants to incentivize serving these populations). The Coalition’s Plan shall be incorporated by reference herein and made a part of this Contract.</p>
7	18-19	V. SCOPE OF SERVICES - Inclusion <u>Developmental Learning Services</u>
		<p>A. General Statement: The purpose of this Contract is to coordinate the statewide effort on Inclusion <u>Developmental Learning</u>, for the service delivery area of Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, FL.</p>

B. Scope of Services: The Contractor shall agree to provide services, per DEL CCR&R Program Requirements, as follows:

1. To provide information, training, and technical assistance to local child care providers on the Inclusion Developmental Learning of children with disabilities and special needs. These services should include, at a minimum; concern identification, concern analysis, intervention implementation, plan evaluation and referrals to early intervention services or specialized care, if applicable, written notification including areas identified through the screening which are of concern and local contact information for the appropriate referral agency to the parent of the child who receives a referral, and an offer to contact the appropriate referral agency and documentation by the Contractor or the child care provider of the parent's choice of "yes" or "no" indicating the choice regarding receipt of additional help, the name of the parent, the date, and the child's name.
2. To develop collaborative methodologies with public and private community agencies and groups to expand the support of Inclusion Developmental Learning services. To collaborate with CCR&R staff to provide family supports that meet the needs of families of children with special needs, which may include offering information that empowers parents to become partners in their child's learning.
3. To submit any data or reports necessary for the administration of the Inclusion/Warm-Line program according to the requirements established by DEL. The Contractor shall submit data necessary for ad-hoc reports upon request. All reports shall conform to the timeline, content, format, and standard codes specified by DEL.
4. To designate and provide an Inclusion/Warm-Line staff person who is responsible for completing the Inclusion/Warm-Line activities and reporting requirements. Inclusion/Warm-Line staff shall participate in conference calls, webinars, regional trainings, and DEL regional or statewide training conferences as funds permit. If a Contractor representative cannot participate in conference calls, a Contractor representative must review minutes from the conference call.

C. Methodology: The Contractor will perform the above Scope of Services by performing the following tasks:

1. Participates in the Statewide Inclusion Developmental Learning Initiative.
2. Operates a local or toll-free "Warm Line" for providers to access attain information, training, and technical assistance ~~on the inclusion of~~ for children with disabilities and special health care needs. The "warm Line" will operate 24 hours a day, 365 days a year. Whenever providers direct themselves to voicemail, a message identifying the Inclusion Developmental Learning Contractor, services provided, and an option to leave a message for staff is available.
3. The Contractor must maintain a website detailing Inclusion Developmental Learning services and providing links to the Statewide Inclusion Developmental Learning Initiative, DEL or other similar Government authority, and the Coalition.
4. Provide sufficiently oriented and trained Inclusion Developmental Learning personnel for the provision of quality Inclusion Developmental Learning services. Contractor must have staff attend all required Inclusion Developmental Learning trainings.

		<p>5. Provide monthly data on <u>Inclusion Developmental Learning</u> services in a written format as identified to the appropriate committees or the Coalition as part of the monthly Service Provider Snapshot Report. The Contractor CCR&R Specialists shall maintain documentation in the SSIS for referring families and providers to the <u>Inclusion Warm-Line</u> services in accordance with Rule 6M-9300(9), F.A.C.. Inclusion coordinators or sStaff shall maintain documentation of phone records, emails, office visit sign-in logs, completed surveys and assessments, follow-up assistance case notes, and accurately completed personnel activity reports for <u>Inclusion Developmental Learning</u> services offered.</p> <p>6. Provide reports in a written format as identified to the appropriate committees, the Coalition, and the state of Florida, to include all standardized CCR&R State Network Reports such as the annual "<u>Inclusion Activity Log</u>" and "<u>Inclusion Narrative Report</u>" by July 20, 2025.</p> <p>7. Submit to fiscal and programmatic monitoring in the performance of this contract per requirements of the Primary Early Learning Services contract or the CCR&R Program Requirements, per DEL, whichever is applicable.</p> <p>8. If budget allows, maintain current membership status with Child Care Aware of America.</p>
8	21	VI. METHODOLOGY (SR)
		<p>The Contractor:</p> <p>10. Shall satisfy all provisions and reporting requirements for <u>Inclusion Developmental Learning</u> Services as specified in and incorporated into this contract.</p>
9	22-23	VII. Method of Payment (SR)
		<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 total dollar amount up to and not to exceed \$21,959,147 \$22,061,803. This funding is inclusive of <u>includes</u> the annual DEL School Readiness Grant Award which does not include local match funds <u>with local match funds (when applicable)</u>, and is based on availability of funds. If county allocations are reduced at the state level, contracts will be amended accordingly. Up to and no more than \$485,783 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>Additional School Readiness-Related Programs and Funding:</p> <p>The following programs' funding is exclusive 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>A. The American Rescue Plan Act (A.R.P.A.)</p>

		<p>The ARPA Discretionary grant of \$34,410 funds the Build CLASS Capacity Double Coding Initiative, and the Impact Child Outcomes Expand Access to Curriculum Initiative.</p> <p>B. Early Learning Florida The Coalition shall pay the contractor for the delivery of service provided in accordance with the terms and conditions of DEL’s “Early Learning Florida Contracts” [in cooperation with The University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of its Lastinger Center for Learning (“University”)] with the Coalition:</p> <p>To support the implementation of Early Learning Florida professional development courses for the Coalition’s Child Care Providers that support local quality improvement goals (effective dates 07/01/24 – 06/30/25) for a total dollar amount up to and not to exceed \$10,000.</p> <p>C. School Readiness (SR) Plus The SR Plus program helps low-income families pay for child care while also lessening the effect of the “benefits cliff” when they are deemed no longer eligible for the full subsidy under the School Readiness (SR) Program. The intent of the program is to ensure SR families are economically self-sufficient and are capable of taking on the full cost of child care when they exit the SR program by paying an increased portion towards the cost of their child care as their income increases. In essence, it supports a family with accepting a promotion while not losing the entire child care subsidy.</p> <p>SR Plus is for families that received SR child care services and recently exited the SR program due to a family income exceeding 85% of the State Median Income (SMI). The SR Plus program will continue to assist families with the cost of child care after they are no longer eligible for the SR program. There are two main eligibility requirements for families: termination from the SR program and family income above 85% of the SMI and at or below 100% of the SMI. See attachment 6 for the SR Plus Sliding Fee schedule showing the household size and income that would qualify a family for this program, after a family has received School Readiness services. The September 24, 2024 grant award is \$541,825. This amount includes up to 5% (\$27,091) for General Administration.</p>
10	30-31	Attestations/Certifications Required (in order of location in contract):
		<ul style="list-style-type: none"> • Clean Air and Water Acts [page 2, item “a”] • Equal Employment Opportunity (E.E.O.) [Page 3, item “d”] • Energy Efficiency [Page 3, item “h”] • United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 [Page 4, item “n”] • Trafficking Victims Protection Act of 2000 [Page 4, item “o”] • Certification Regarding Environmental Tobacco Smoke–The Pro-Children Act of 2001 [Page 4, item “p”] • System for Award Management (SAM) (Page 5, item “s”) • Certification Regarding Lobbying (Attachment 3)

		<ul style="list-style-type: none"> • Debarment and Suspension Certification (Attachment 4) • Drug Free Workplace Certification (Attachment 5) • Annual Internal Control Certification Form (Attachment 12) • Certification of Filing and Payment of Federal Taxes (Attachment 13) • Assurances – Non-Construction Program (Non-Discrimination, Davis Bacon Act, Environmental Standards Statements) (Attachment 14, A) • Certification Regarding Convicted Vendor List and Discriminatory Vendor List (Attachment 14, B) • Unauthorized Aliens Statement (Attachment 14, C) • Facility Accessibility Evaluation (Attachment 14, D) • Certification Regarding Separation of Early Learning Funds (Attachment 14, E) • Audit Requirements (Attachment 14, F) • Certification Regarding Immigration Status (Attachment 14, G) • Certification Regarding Standards of Conduct (Attachment 14, H) • Certification Regarding ACORN (Attachment 14, I) • The Transparency Act (Attachment 14, J) • Scrutinized Companies List (Attachment 14, K) • Certification Regarding Subrecipient Monitoring (Attachment 14, L) • Assurance for Proper Expenditure Reporting (Attachment 14, M) • CCDF Salary Cap Annual Testing Requirements (Attachment 14, N) • Certification regarding Non-profit Organization Status as a Non-major Corporation (Attachment 14, O) • Certification of Cost Allocation Plan or Indirect Cost Rate Proposal (Attachment 14, P) • Procurement of Recovered Materials (Attachment 14, Q) • Assurances - Construction Programs, if applicable (Attachment 14, R) • Other Miscellaneous/General Disclosures (Attachment 14, S) • Conflicts of Interest (Attachment 14, T) • Procurements and other Purchases (Attachment 14, U) • Property (Attachment 14, V) • Purchase of American-Made Equipment and Products (Attachment 14, W) • Reporting of Matters Related to Recipient Integrity and Performance (Attachment 14, X) • Compensation Report Requirements (Attachment 14, Y)
11	36	II. CLIENTS TO BE SERVED (VPK)
		<p>The Voluntary Prekindergarten Program is a free educational program that prepares age-eligible children for success in kindergarten and beyond. To be eligible, children must live in Florida and be 4-years-old on or before Sept 1 of the program year. Parents whose children are born from February 2 through September 1 of a calendar year may choose to enroll their child in VPK either that year or the year their child turns five (5). The program helps children develop skills and knowledge consistent with the performance standards adopted for use in VPK. Children who are participating in the Gardiner Scholarship Program (formerly the Florida Personal Learning Scholarship Account (PLSA) program) are not eligible to participate in VPK. VPK Specialized Instructional Services (SIS) is offered for children with individual educational plans (IEPs). The Contractor will ensure parents can <u>access attain</u> services by using the Family Portal, telephone, internet, email, as well as walk-ins for scheduling and informational purposes only. The Contractor will assist clients with</p>

		the children’s eligibilities using the Family Portal/SPE to obtain proof of residency and age based on the guidelines established in the Florida Statutes 1002.51 through 1002.79 and Florida Division of Early Learning for enrollment as funding allows.
12	38	B. Program Implementation & Management (VPK)
		13) The Contractor will assist and support VPK providers’ capacity to address and enhance each VPK child’s ability to make age appropriate progress in an appropriate range of settings. These include development of language/cognitive capabilities and emotional, social, regulatory and moral capacities through education in basic skills and other skills as the Legislature may determine appropriate.
13	44-59	I. CONTRACTOR ASSURANCES
		<p>B. Laws and Regulations</p> <p>2. Contractor shall comply with Title III of the Americans with Disabilities Act of 1990 (42 U.S.C., 12181 et. seq.) which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established by this part.</p> <p>I. Disallowed Costs/Return of Funds/Withholding of Funds</p> <p>2. Refunds or credits from training institutions or other vendors for costs that have been reimbursed by the Coalition be made within fifteen (15) calendar days of the month closed, or shall be accounted for in the following reimbursement request with a reduction equal to <u>matching</u> the refund or credit.</p> <p>K. Insurance</p> <p>8. <u>Casualty Loss Insurance/Equipment</u>: All equipment received from the Coalition and used by Contractor under this contract shall be insured throughout this contract period, with an endorsement naming the Coalition as additional insured, against fire, theft, and destruction equal to <u>matching</u> the full replacement cost.</p> <p>V. Civil Rights</p> <p>Contractor must ensure no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract on the basis of race, color, religion, sex, national origin, disability, age, political affiliation or status as a participant. <u>Additionally, The Contractor further agrees to comply with any and all orders that result from E.O. 14151.</u></p> <p>GG. Performance Bond</p> <p>Solely in the event of the Coalition Board’s termination of this contract due to nonperformance by Contractor (as opposed to nonperformance by one of Contractor’s contracted service providers) resulting in an Event of Default (as defined below), the Coalition shall be authorized to draw on the Letter of Credit in an amount calculated by the Coalition in good faith to be equal <u>correspond</u> to the lesser of (i) the excess costs incurred and actually paid by the Coalition to engage third parties to provide the services that Contractor would have</p>

		<p>performed hereunder during the remainder of the term of this contract absent the early termination of this contract and (ii) the face amount of such Letter of Credit, subject to the following requirement. Twenty (20) calendar days prior to making a draw on the Letter of Credit, the Coalition shall provide its written calculation of such draw (determined as provided above) to Contractor, and the Coalition shall thereafter consult with Contractor during such 20-day period to consensually resolve any disputed issues. If the Coalition and Contractor are unable to reach a resolution, the Coalition may make a draw under the Letter of Credit in the amount reflected in the Coalition's calculation and otherwise in compliance with the terms of the Letter of Credit; provided that, nothing in this contract shall prevent Contractor from instigating legal proceedings against the Coalition if it disagrees with the Coalition's calculations of the excess costs for which it has made a draw under the Letter of Credit or otherwise believes such drawing was unjustified.</p>
14	62-63	II. MUTUAL ASSURANCES
		<p>B. Termination</p> <p>3. <u>Termination for Cause/Breach</u> - This contract may be terminated by the Coalition for nonperformance by the Contractor upon no less than a seven (7) calendar day notice in writing to the Contractor. Said notice shall be delivered via email and a hard copy will follow via postal mail delivery. If applicable, the Coalition may employ the default provisions in Chapter 60A-1.006(3), FAC. Waiver or breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Coalition's right to remedies at law or <u>in equity justice</u>. If applicable, the Contractor may be liable for liquidated damages upon breach. In the event of such termination, the Coalition shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by the Coalition within fifty (50) calendar days of termination date. Contractor shall give the Coalition written notice of any perceived breach and it shall give the Coalition ten (10) business days to cure any perceived breach under the contract.</p>
15	69-70	ATTACHMENT 5 - CERTIFICATION REGARDING DRUG-FREE WORKPLACE
		<p>H. Notwithstanding, it is not required to provide the workplace address under the Contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the Contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific Contract including street addresses, city, county, state and zip code:</p> <p>Putnam County One Stop 821 State Road 19 South <u>1900 Napoleon Street</u> Palatka, FL 32177 386-385-3450</p>

		Fax: 386-530-2692
16	79-80	Attachment 8 School Readiness Budget
		(Attached, pages 13-16. Pages 15-16 replaces the original contract attachment and is incorporated as part of this amendment.)
17	91-101	ATTACHMENT 14 CONTRACT ASSURANCES AND CERTIFICATIONS
		<p>A. Assurances – Non-Construction Programs</p> <p>B. Certification Regarding Convicted and Discriminatory Vendor List, Section 287.133 Florida Statutes</p> <p>C. Unauthorized Aliens; Employment Prohibited, Section 448.09, Florida Statutes</p> <p>D. Facility Accessibility Statement</p> <p>E. Separation of VPK and SR Program Funds, Section 1002.71(1) and (7) F.S., and 45 CFR § 98.56</p> <p>F. Audit Requirements</p> <p>G. Certification Regarding Immigration Status</p> <p>H. Certification Regarding Standards of Conduct</p> <p>I. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organizations for Reform Now (ACORN)</p> <p>J. The Transparency Act</p> <p>K. Scrutinized Companies Lists Provisions and Certification (s. 287.135, F.S.)</p> <p>L. Certification Regarding Subrecipient Monitoring</p> <p>M. Assurance for Proper Expenditure Reporting</p> <p>N. CCDF Salary Cap Annual Testing Requirements</p> <p>O. Certification Regarding Non-profit Organization Status as a Non-major Corporation</p> <p>P. Certification of Cost Allocation Plan or Indirect Cost Rate Proposal</p> <p>Q. Procurement of Recovered Materials</p> <p>R. Assurances - Construction Programs, if applicable</p> <p>S. Other Miscellaneous/General Disclosures</p> <p>T. Conflicts of Interest</p> <p>U. Procurements and other Purchases</p> <p>V. Property</p> <p>W. Purchase of American-Made Equipment and Products</p> <p>X. Reporting of Matters Related to Recipient Integrity and Performance</p> <p>Y. Compensation Report Requirements</p> <p>A. Assurances – Non-Construction Programs</p> <p>7. Will comply with, or has already complied with, the requirements of titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable <u>uniform</u> treatment of 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.</p> <p>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</p>

standards for federally assisted construction sub-agreements. When federal program legislation requires, all construction contracts of more than \$2,000 the recipients and subrecipients award 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). Department of Labor 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.

For projects involving construction –

- The project is not inconsistent with the Florida DOE’s overall plans for the construction of school facilities.
- In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under section 794 of Title 28 in order to ensure that facilities constructed with the use of federal funds are ~~accessible to~~ available and usable by individuals with disabilities.

19. Will provide reasonable opportunities for ~~systematic~~ consultation with and participation of teachers, parents and other interested agencies, organizations and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.

D. Facility ~~Accessibility~~ Statement

The Contractor attests that all program facilities have been properly inspected and evaluated ~~for accessibility~~ for all program participants, employees, and the general public. The contractor attests that all facilities have been determined to be up to code through appropriate building inspections.

N. CCDF Salary Cap Annual Testing Requirements

The Consolidated Appropriations Act, 2012 (P.L. 112-74), enacted Dec. 23, 2011, limits the salary amount that Contractor may award and charge to grants and cooperative agreements that the Administration of Children and Families (ACF) funds. Contractors may not use CCDF award funds to pay an individual’s salary at a rate more than the annual maximum Executive Level II federal pay rate. The Federal Executive Pay Scale maximum annual Executive Level II salary for **calendar year 2024 is \$221,900** and is ~~accessible~~ attainable annually at the U.S. Office of Personnel Management website <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, then “Executive & Senior Level Employee Pay Tables”, then “Rates of Pay for the Executive Schedule”. This amount reflects an individual’s base salary without fringe benefits and income that an individual may earn outside of the duties to the applicant organization. The Contractor shall apply this salary limitation to subawards/subcontracts under this agreement.

S. Other Assurances – Miscellaneous/General Disclosures

8. Will provide reasonable opportunities for ~~systematic~~ consultation with and participation of teachers, parents and other interested agencies, organizations and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.
15. If applicable, after timely and meaningful consultation, the Contractor will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, ~~equitable participation to participate~~ in the activities and services provided by these federal funds, and will notify the officials of

		<p>the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal <u>the same</u> [consistent with the number of children to be served] to <u>as</u> expenditures for programs of children enrolled in the public schools of the local educational agency.)</p> <p>16. Agree for any agreement-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, to treat same-sex <u>all</u> spouses, marriages and households on the same terms as opposite-sex spouses, marriages, and households, respectively. Marriage is between two individuals validly entered into in the jurisdiction where performed. This does not apply to registered domestic partnerships, civil unions or similar formal relations recognized under state law as something other than marriage. (For further detail, see Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. 7).</p>
END OF AMENDMENTS		

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

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
Total Non-Slots (Non-Direct)		3,505,927	1,140,491	4,646,418
SR Matching Funding		191,498		191,498
Slots		18,261,722		18,261,722
Total Slots (Direct Services)		18,453,220		18,453,220
Grand Totals		\$21,959,147	\$1,140,491	\$23,099,638
				NOA Total

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) *(deletions)*

<p>A. (A.R.P.A.) (EL435)</p> <p>The American Rescue Plan Act – Discretionary CFDA# 93.575/Child Care Development Fund (CCDF) [amount includes up to 5% (\$1,721) for General Administration] Federal Award No. 2101FLCDC6 – 100% funding: Admin \$1,721 ARPA Build CLASS Capacity Double Coding Initiative (OCA ARPDC) AND ARPA Impact Child Outcomes Expand Access to Curriculum Initiative (OCA ARPCR) <u>\$32,689</u> Total \$34,410</p>	
<p>B. Early Learning Contract (through the University of Florida Lastinger Center)</p> <p>Effective dates 07/01/24 – 06/30/25</p> <p>Total (total dollar amount up to and not to exceed) \$10,000</p>	
<p>C. School Readiness Plus</p> <p>CSFA# 48.209/School Readiness (SR) Plus Program 100% funding: [amount includes up to 5% (\$27,091) for General Administration]</p> <p>Admin and Direct Services/Quality Differentials Total \$541,825</p>	

ATTACHMENT 8
SCHOOL READINESS BUDGET *(additions)*

State of Florida Notice of Award No. EL435	
CFDA# / Name	Federal Award #
93.558 / TANF and MOE	2401FLTANF (18.88%)
93.575 / CCDF Discretionary, ARPA	G2401FLCCDD (57.97%)
93.596 / CCDF Mandatory	G2401FLCCDF (4.28%)
93.596 / CCDF Matching and MOE	G2401FLCCDM (18.81%)
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	<u>840,445</u>	<u>555,088</u>	1,395,533
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	468,621		468,621
<u>Developmental Learning</u>	97QIN	163,943		163,943
Resource & Referral	97Q14	370,627		370,627
Total Non-Slots (Non-Direct)		<u>3,530,927</u>	<u>1,115,491</u>	<u>4,646,418</u>
SR Matching Funding		191,498		191,498
Slots		<u>18,339,378</u>		<u>18,339,378</u>
Total Slots (Direct Services)		<u>18,530,876</u>		<u>18,530,876</u>
Grand Totals		<u>\$22,061,803</u>	<u>\$1,115,491</u>	<u>\$23,177,294</u>
				NOA Total

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.R.P.A.) (EL435)</p> <p>The American Rescue Plan Act – Discretionary CFDA# 93.575/Child Care Development Fund (CCDF) [amount includes up to 5% (\$1,721) for General Administration] Federal Award No. 2101FLCDC6 – 100% funding: Admin \$1,721 ARPA Build CLASS Capacity Double Coding Initiative (OCA ARPDC) AND ARPA Impact Child Outcomes Expand Curriculum Initiative (OCA ARPCR) <u>\$32,689</u> Total \$34,410</p>	
<p>B. Early Learning Contract (through the University of Florida Lastinger Center)</p> <p>Effective dates 07/01/24 – 06/30/25</p> <p>Total (total dollar amount up to and not to exceed) \$10,000</p>	
<p>C. School Readiness Plus</p> <p>CSFA# 48.209/School Readiness (SR) Plus Program 100% funding: [amount includes up to 5% (\$27,091) for General Administration]</p> <p>Admin and Direct Services/Quality Differentials Total \$541,825</p>	

THIS AMENDMENT shall begin on February 11, 2025, 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 17 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

DESCRIPTION	Revisions to the Coalition’s Operational Policies and Procedures
Reason for Recommended Action	<p>REQUESTING RETRO-ACTIVE APPROVAL TO FEBRUARY 11, 2025 (THE DATE OF PROCESSING EXECUTIVE ORDER 14151, BELOW).</p> <p><u>Background:</u></p> <p>President Donald Trump issued executive order (E.O.) 14151 titled “Ending Radical and Wasteful Government DEI Programs and Preferencing” on January 20, 2025.</p> <p>E.O. 14151 directs the director of the Office of Management and Budget (OMB) to terminate all mandates, policies, programs, preferences, and activities relating to 'diversity, equity, inclusion, and accessibility.'</p> <p><u>Revisions:</u></p> <p>The Coalition Operational Policies and Procedures Manual was reviewed and revised to clarify excerpts to be in line with E.O. 14151. <i>In short, we have revised any language that could render us out of compliance with the Federal Government.</i></p> <p>Policies Revised – OP101, OP201 and OP302.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not have the most accurate and updated Operational Policies and Procedures.
How the Action will be accomplished	RETRO-ACTIVE APPROVAL of the revisions listed above.

OP101 Governance

Effective Date: 07/28/05

Revision Date: 11/15/06, 02/02/11, 12/04/13, 06/17/15, 03/10/21, 03/06/24, 02/11/25

The Early Learning Coalition of North Florida, Inc., (Coalition), a 501(C) 3 Organization, is responsible for development, implementation and oversight of the School Readiness and Voluntary Pre-Kindergarten Programs. The Coalition is governed by and shall administer school readiness and voluntary pre-kindergarten funds, plans, and policies including and pursuant to, but not limited to, the block grant award (NGA) by the Division of Early Learning, (School Readiness Program) Chapter 1002, Part VI (1002.81 – 1002.97), (VPK Program) Chapter 1002, Part V (1002.51 – 1002.79) FS, other School Readiness and Voluntary Pre-Kindergarten governances, and other applicable State and Federal Laws. The Coalition is governed by its own Corporate By-Laws.

Governance Policy

GOVERNANCE PROCESS

The purpose of the Board, on behalf of the communities of Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, is to ensure that the Early Learning Coalition which serves these counties achieves appropriate results for eligible children and their families at an appropriate cost.

GOVERNING STYLE

The Board will govern with an emphasis on:

1. Outward vision rather than internal preoccupation
2. Encouragement of diversity of viewpoints
3. Strategic leadership more than administrative detail
4. Clear distinction of Board and Chief Executive Officer roles
5. Collective rather than individual decisions
6. Future rather than past or present
7. Pro-activity rather than reactivity

Accordingly,

- A. The Board will cultivate a sense of group responsibility. The Board, not the staff, will be responsible for excellence in governing. The Board will use the expertise of individual members to enhance the ability of the Board as a body rather than substitute individual judgments for the Board's values or mission.

- B. The Board will direct, control and inspire the organization through effective policy and planning and measurement of performance outcomes.

BOARD ETHICS, ROLES AND EXPECTATIONS

Board members of the Early Learning Coalition agree to abide by the following:

GENERAL EXPECTATIONS

1. Support the organization's mission, vision, purposes, goals, policies and programs, while knowing its strengths and needs
2. Participate in the decisions of the Board and be informed as to data relevant to such decisions; be informed and exercise independent judgment
3. Suggest possible nominees to the board who are individuals of achievement, who meet private sector requirements and do not have a personal conflict of interest. Nominees should be individuals who can make significant contributions to the work of the board and the progress of the organization.
4. Serve actively on committees as requested by the Chair or Committee Chair
5. Work with the full board or appropriate committee to establish effective board policies
6. Provide input and feedback to the Chair on the performance of the Chief Executive Officer and complete annual review forms upon request
7. Participate in individual performance and collective board assessment, annually
8. Attend activities and events sponsored by the organization whenever possible

MEETINGS

1. Prepare for and participate in board and committee meetings, including appropriate organizational activities. Attendance is required at the majority of scheduled meetings. If you are unable to attend, it is customary to notify the Chief Executive Officer or designee to record your excused absence.
2. Ask timely, applicable, and substantive questions at board and committee meetings consistent with personal conscience and convictions while supporting the majority decision on issues decided by the board
3. Recognize responsibility for business conducted and any decisions made at board meetings when absent

AVOIDING CONFLICTS

1. Serve the organization as a whole rather than any special group, organization, individual, or constituency
2. Avoid even the appearance of a conflict of interest that might embarrass the board or organization and disclose any possible conflict to the board, and complete a Memorandum of Voting Conflict for Board Members form to be filed with the meeting minutes
3. Avoid voting or using personal influence in the action of the board or committee

4. Never accept or offer favors or gifts to or from anyone who does business with the organization

BOARD MEMBER ETHICS AND STANDARDS OF CONDUCT

Members of the Board **will**:

1. Treat everyone affected by the organization's activities with respect, in a fair manner and in a way that promotes (does not hurt) their well being
2. Utilize the attached Principal and Codes of Conduct to Consider form to conduct themselves accordingly
3. Render all decisions based on the available facts and independent judgment and refuse to surrender that judgment to individuals or special interest groups
4. Encourage the free expression of opinion by all board members, and seek **systematic** communications between the board, staff, providers and all elements of the community
5. Avoid being placed in a position of conflict of interest
6. Take no private action that will compromise the board, and respect the confidentiality of information **that is privileged** under applicable law
7. Remember always that the first and greatest concern must be the educational welfare of the children.
8. Abide by Florida's Government in the Sunshine Law

Accordingly, Board Members **shall not**:

1. Fail to attend meetings regularly or be unprepared
2. Fail to review board orientation materials
3. Fail to be knowledgeable about the organization's governance framework
4. Inappropriately divulge confidential or privileged information of the organization
5. Speak on behalf of the Board in a public setting or with members of the media unless authorized to do so
6. Allow conflicting loyalty or personal interests to interfere with the performance of their duties, or fail to behave in accordance with the governance policy or by-laws

LEGAL DUTIES: DUTY OF OBEDIENCE, DUTY OF CARE AND DUTY OF LOYALTY

1. To demonstrate *Duty of Obedience*, it is important to assure the state and the public that the organization operates in compliance (or obedience) with the law and policies that govern and regulate it
2. To demonstrate *Duty of Loyalty*, decisions will be reached with the best interests of the organization firmly in mind and predominating. It is unacceptable to make decisions that have as the primary beneficiaries, individuals, businesses, organizations, or associates or friends or family

3. To demonstrate *Duty of Care*, it is important that meetings be well attended and that the discussions and decisions that take place at these meetings be well informed, candid and documented so that others can judge how carefully the board conducts business

FIDUCIARY RESPONSIBILITY

1. Exercise prudence with the board in the control and transfer of funds
2. Faithfully read and understand the organization's financial statements and ask questions to get clarification on issues
3. Help the board fulfill its fiduciary responsibility

BOARD JOB DESCRIPTION

Purpose:

As a collective body, the board governs the nonprofit, ensures adherence to all laws, and is accountable to the public and the State of Florida for all organizational actions. The purpose of the Board of the Early Learning Coalition is to strategically plan to ensure the future of the agency and to measure the progress of fulfilling its plan and mission.

Governance Duties:

Results – The board determines the strategic direction, defines the mission, and prioritizes the organizational outcomes for the organization.

Relationships – The board preserves and nurtures a number of external and internal relationships to ensure the accomplishment of the mission and outcomes.

Monitoring – The board demonstrates accountability by establishing standards to measure both organizational and board performance. It monitors its performance at least annually to ensure compliance.

Self Assessment – The board shall conduct a self assessment annually.

Specifically:

- We will develop, revise and update policies which lead to the fulfillment of the mission.
- We will focus on the on-going process of strategic planning, monitoring and evaluating the organization's programs and services.
- We will hire, evaluate and support the Chief Executive Office.
- We will assure the financial integrity of the organization by exercising responsible stewardship.
- We will assure the long-term progress of the organization by exercising leadership in programmatic development and outcomes.
- We will establish and maintain linkage with other community organizations whose missions are similar to that of ours, and will seek input from the families and providers we serve.
- We will evaluate the work of our board with respect to the achievement of its own governance and programmatic outcomes.

Individual Board Member Expectations:

Time:

- Attend all Board, and workgroup meetings including special trainings and workshops and committee meetings, if so assigned.
- Be willing to assume leadership positions
- Prepare adequately for meetings in order to make informed decisions

Board Continuity:

- Support the board's function
- Champion ongoing board training and education
- Help to recruit new members as needed

ROLES OF OFFICERS

CHAIR

Purpose:

The job of the Chair of the board is to manage the decision making process and the people on the board. The Chair manages the process of long-range planning, and leads and inspires the board to come up with a plan that meets the needs of clients and customers. The Chair is also responsible for getting the board to review its progress towards the long-range plan and to assure a sound governance process that focuses on the mission.

Governance Duties:

- The Chair ensures that communication is constructive and moves toward a decision. When discussion gets off track, it the responsibility of the Chair to bring it back on track.
- It is the responsibility of the Chair to keep an ear open to community and client concerns and communicate those concerns to the Chief Executive Officer and the full board.
- It is the responsibility of the Chair to appoint committees.
- The Chair encourages board members to set aside their personal agendas and get them to rally around better services to clients and customers.
- The Chair shall serve on the Executive/Administrative Committee.

Authority:

*The Chair **is** authorized to:*

- ✓ Call Meetings.
- ✓ Determine the agenda content with respect shown for the boards articulated governing priorities.
- ✓ Act upon decisions made with the full Board or Executive/Administrative Committee's approval; however, the Chair has the authority to circumvent or override delays in committee decision-making when it creates impediments to action.
- ✓ Appoint committee chairs

- ✓ Serve as a liaison between the Board and the Chief Executive Officer.
- ✓ Facilitate the performance review of the Chief Executive Officer.
- ✓ Facilitate the Board self-assessment.

*The Chair is **not** authorized to:*

- ✓ Do anything to jeopardize the integrity of the board process.
- ✓ Operate outside of the authority granted him/her by the bylaws or governance policy.
- ✓ Represent any interest other than the entire Board's interest in establishing meeting agendas.

VICE CHAIR

Purpose:

The Vice Chair shall perform the duties of the Chair in the Chair's absence and shall perform such other duties as may be assigned by the Chair or the board of directors.

Governance Duties:

- The Vice Chair shall serve on the Executive/Administrative Committee and learn the duties of the Chair.
- It is the responsibility of the Vice Chair to work closely as a consultant and advisor to the Chair.

Authority:

- ✓ The Vice Chair has the authority of the Chair in his or her absence and assumes the duties assigned to the Chair or other duties assigned by the full board.

SECRETARY

Purpose:

The Secretary of the board serves as a monitor to ensure the board's secretarial duties are carried out by Coalition staff.

Governance Duties:

- The Secretary ensures that all official corporate documents are kept safe and disposed of in accordance with record retention laws and ensures all board actions are recorded in the minutes and distributed to members.
- The Secretary shall serve on the Executive/Administrative Committee.

Authority:

- ✓ The Secretary has the authority of the Chair in the absence of the Chair and Vice Chair and assumes the duties assigned to the Chair or other duties assigned by the full board.

TREASURER

Purpose:

The Treasurer of the Board provides oversight to ensure the financial integrity of the organization. The Treasurer ensures that financial policies are being followed, reviews financial documents, and gives regular reports to the board on the status of the financial status of the organization.

Governance Duties:

- The Treasurer shall serve on the Executive/Administrative Committee.
- The Treasurer ensures accurate accounting of monies received and expended for the use of the Coalition and reports at Coalition Board meetings.

Authority:

- ✓ The Treasurer has the authority of the Chair in the absence of the Chair, Vice Chair, and Secretary and assumes the duties assigned to the Chair or other duties assigned by the full board.

COMMITTEE STRUCTURE

The Board of Directors shall form committees to assist the Board in fulfilling its responsibilities. These committees represent vehicles for parceling out the Board's work to smaller groups, thereby removing the responsibility for evaluating all of the details of particular issues from the full Board's consideration.

Standing Board-level committees consists of the Executive/Administrative Committee. This Committee may designate subcommittees. Committee Chairs shall be appointed by the Chair of the Coalition, except for the Chair of the Executive/Administrative Committee, who will be the Chair of the Board. Quorum requirements (51% of the members) apply to standing committees.

EXECUTIVE/ADMINISTRATIVE COMMITTEE

Purpose:

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

The Executive/Administrative Committee is responsible for direction and oversight regarding the overall financial management. In conjunction with the Chief Executive Officer, the Committee **will:**

- a. Review and recommendation of the organization's annual budget (prepared by the staff) for final approval by the full Board.
- b. Financial planning.
- c. Establishment of investment policy and monitoring investment performance.
- d. Evaluation and approval of facilities decisions (i.e. leasing property).
- e. Monitoring actual vs. budgeted financial performance.
- f. Oversight of reserve funds.
- g. Assess the current and anticipated needs related to board composition, determining the knowledge, attributes, skills, abilities, influence, and ~~access to~~ resources the board will need to consider in order to accomplish the future work of the Coalition board.

- h. Identify potential board member candidates and explore their interest and availability for board service.
- i. Nominate individuals for consideration by the Coalition board.
- j. Contact each board member at the end of their term to assess his/her continuing interest in board membership (where appropriate) and term of service.
- k. Design and oversee a process of board orientation.
- l. Design and implement an ongoing program of board information and education.
- m. Initiate the annual board assessment and propose, as appropriate, changes in board structure and operations.
- n. Provide ongoing counsel to the board chair and other board leaders on steps they might take to enhance board effectiveness.
- o. Regularly review the board's practices regarding member participation, conflict of interest, confidentiality, etc., and suggest improvements as needed.
- p. Nominate board members for election as board officers.

The review of the organization's financial statements shall not be limited to the Executive/Administrative Committee, but shall involve the entire Board of Directors.

Membership:

The Executive/Administrative Committee will be comprised of the board Chair, who shall be the committee chair, the Vice Chair, the Secretary, the Treasurer, and at least four additional members.

Authority:

This Committee shall have and exercise the authority of the Coalition between scheduled meetings of the Coalition and when a decision must be made before the next scheduled meeting. This Committee has the full empowerment of the Coalition to make decisions on behalf of the Coalition. Actions of the Executive/Administrative Committee shall be ratified by the Coalition Board at the first meeting following the action. The chair of this Committee or by the majority of the committee, may commune Ad hoc committees for a specific purpose or task.

Voting:

Only board members of the Coalition may vote on Committee actions.

Quorum:

A quorum is constituted when 51% of Committee board members are present.

COMMITTEE MEETINGS

- Meeting minutes shall be provided to members at least five (5) days prior to the next regularly scheduled meeting.
- Notice of all committee meetings will be made pursuant to Florida Statute 286.011.

COMMITTEE PRINCIPALS

Committees will be assigned so as to reinforce the wholeness of the Board's job and not to interfere with delegation from Board to Chief Executive Officer.

Accordingly,

- a. Committees are to help the board do its job, never to advise staff. In keeping with the board's broader focus, board committees will not normally have dealings with current staff operations.
- b. Committees cannot exercise authority over staff.
- c. Committees are to avoid over-identification with organizational parts rather than the whole. Therefore, a committee that has helped with policy development will not be used to monitor performance on that same topic.
- d. Committees will be used sparingly in an ad hoc capacity.

THE ROLES OF THE CHIEF EXECUTIVE OFFICER AND STAFF

The Board of Directors hires the Chief Executive Officer, who reports directly to the Board of Directors. All staff report to the Chief Executive Officer, or their department head, as outlined in the approved organizational chart.

THE CHIEF EXECUTIVE OFFICER:

- Manages the non-profit organization and its employees under the direction of the full board; day-to-day activities are the responsibility of the Chief Executive Officer, such as supervising the hiring, firing, and evaluation of all staff and directing staff in the assignment and performance of duties.
- Initiates and directs the development of policies for Board Approval and implements those policies.
- Represents the organization as its Chief Executive Officer in all dealings with other organizations, individuals, and the general public.
- Develops short range (one-year) goals for the organization and work with the Board to prepare long-range plans for the organization.
- Reports to the Board on the progress towards organizational objectives, new state policies, directives and legislation, and other issues of concern to the Board.

EXECUTIVE LIMITATIONS

The Chief Executive Officer shall not cause any practice, activity, decision or organizational circumstance which is either imprudent or in violation of commonly accepted business and professional ethics. Accordingly he/she may not:

- a. Cause or allow the development of fiscal liability or material deviation of actual expenditures from Board Priorities and approved items.
- b. Allow assets to be unprotected, inadequately maintained or unnecessarily risked.

- c. Cause or allow jeopardy to the fiscal integrity of the organization as it relates to employment, compensation, and benefits.
- d. Perform in a manner which does not deliver the Board defined goals and objectives.
- e. Allow the public image or credibility of the organization to be negatively impacted in any way.
- f. Permit the Board to be uninformed on issues essentially relative to the mission of the Coalition.
- g. Have less than two staff familiar with Board and C.E.O. issues and processes.

Delegation of Authority: All Board authority delegated to staff is delegated through the Chief Executive Officer, so that all authority and accountability of staff as far as the Board is concerned is considered to be the authority and accountability of the Chief Executive Officer. The Coalition's Accounting and Financial Policies establish the limit of authority of the Chief Executive Officer regarding financial transactions. 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 reviewed and approved by the Board at each regular Board meeting.

- a. The Board will direct the Chief Executive Officer to achieve certain results and outcome measures to achieve the goals and objectives established by the Board.
- b. Only decisions of the Board acting as a body are binding upon the Chief Executive Officer.
- c. Decisions or instructions of individual Board members, or officers are not binding on the Chief Executive Officer except in rare instances when the Board has specifically authorized such exercise of authority.
- d. In the case of Board members or committees requesting information assistance without Board authorization, the Chief Executive Officer can refuse such request that requires, in the Chief Executive Officer's judgment, a material amount of staff time, funds, or is disruptive.
- e. A Volunteer Board Committee shall be responsible for determining the compensation of the Chief Executive Officer in a manner consistent with the professional market for the skills employed. In determining compensation, the committee shall consider the results of the performance evaluation and the achievement of organizational goals.

Performance Review: A formal evaluation of the Chief Executive Officer will be made annually with an approved evaluation tool based on the job description. Each Board member is individually responsible for completing the evaluation and returning it to the Chair of the Board. The Chair or designee reviews and compiles the results for presentation to the full Board.

Compensation and Benefits: With respect to employment, compensation and benefits to employees, consultants, contract workers, and volunteers, the Chief Executive Officer shall not cause or allow jeopardy to fiscal integrity or public image. Accordingly, he/she shall not change his/her own compensation or benefits.

C.E.O. Linkage: The Board's sole official connection to the operational organization, its achievements, and conduct will be through a Chief Executive Officer.

Accessing Coalition Staff: The Chief Executive Officer has complete oversight of the coalition personnel regarding daily operations and functions of the coalition. Board members should direct all inquires through the Chief Executive Officer to request utilizing of coalition staff for purposes of conducting coalition business.

RECRUITING BOARD MEMBERS

The Executive/Administrative Committee along with the Chief Executive Officer is charged with the recruiting and retention of Board Members and will abide by Florida Statute Chapter 1002, Part VI (1002.81 – 1002.97) when filling vacancies.

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

Early Learning Coalition:						
Position: ___ Officer ___ Mandated Member ___ Provider Representative ___ Private Sector ___ Other						
Date:						
RATING SCORES						
5 Outstanding	4 Exceeds Expectations	3 Meets Expectations	2 Needs Improvement	1 Below Expectations		
OVERALL BOARD PERFORMANCE EVALUATION						
Individual Board Member Contributions		Appraisal Rating			Comments Required for Ratings 5 or 1	
As an ELC Board Member, I...		5	4	3	2	1
1. Attended at least 80% of all Board meetings during the past year, including special called meetings.						
2. Participated in all Board training sessions that were offered during the past year.						
3. Carefully review all background materials prior to Board and committee meetings.						
4. Have developed a thorough understanding of the ELC by-laws and Board policies.						
5. Have developed a thorough understanding of the ELC fiscal reports, and closely review them on a regular basis.						
6. Offer constructive suggestions, comments, and feedback during all Board discussions.						
7. Respect the right of other Board members to disagree and to have sufficient time to express their thoughts.						
8. Proactively assume a leadership role.						
9. 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.						

<i>As an ELC Board Member, I...</i>	5	4	3	2	1	
10. Help to recruit private sector members as needed.						
11. Publicly support all Board decisions, even when I supported the opposite argument during Board debates, so that the Board speaks as one voice to the community.						
TOTAL INDIVIDUAL CONTRIBUTIONS:						
ELC Board Operational Responsibilities	Appraisal Rating					Comments Required for Ratings 5 or 1
Our ELC Board...	5	4	3	2	1	
12. Engages in periodic strategic planning where the ELC's mission and vision are revisited and organizational priorities are determined.						
13. Participates, with staff, in selecting annual "action steps" or initiatives to pursue goals from the strategic plan.						
14. Has developed and uses an orientation plan for new Board Members.						
15. Provides input into the development and revision of ELC policies as needed, and approves those policies.						
16. Assures the long-term progress of the Coalition by carefully monitoring program reports at each Board meeting.						
17. Assures the financial integrity of the organization by exercising responsible stewardship through the careful scrutiny of fiscal reports at each Board meeting.						
18. Establishes and maintains linkages with other community organizations whose missions are similar to that of the Coalition.						
19. Seeks input from local families of young children, and from providers.						
20. 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.						
21. Provides sufficient notice of all Board and Committee meetings.						
22. Provides briefing and other materials prior to the Board meeting, with sufficient time for members to review and be prepared for the meeting.						
23. Has had a quorum at all Board meetings during the past year.						

Our ELC Board...	5	4	3	2	1	
24. Fills Board vacancies in a timely manner.						
25. Has adopted by-laws which govern how Board business is conducted, and uses those by-laws to assure fairness, efficiency, and high quality of Board deliberations.						
26. Regularly engages in training and other self-improvement activities.						
27. Has positive and informational interactions with the ELC CEO and staff.						
28. Has evaluated the CEO during the past year, through a collaborative process that involves Board members and the CEO.						
29. Has evaluated our Board's performance during the past year, and has used the results to strengthen Board operations.						
30. 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.						
TOTAL BOARD OPERATIONAL RESPONSIBILITIES:						
<i>ELC Board General Responsibilities</i>	<i>Appraisal Rating</i>					<i>Comments Required for Ratings 5 or 1</i>
Our ELC Board...	5	4	3	2	1	
31. Ensures that the ELC adheres to all applicable federal, state, and local laws, and is accountable to the public and to the State of Florida for all organizational actions, and assures that business is conducted in the spirit of transparency, as required by Florida's Sunshine Laws.						
32. Ensures that services are procured through an open, fair, and robust competitive process.						
33. Preserves and nurtures a number of external and internal relationships to ensure the accomplishment of the ELC's mission and outcomes.						
34. Demonstrates accountability by establishing standards to measure both organizational and Board performance. It monitors its performance regularly to ensure compliance.						

Our ELC Board...	5	4	3	2	1	
35. 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.						
36. Maintains an active partnership with DEL through our Chair's participation in ELAC and other appropriate activities.						
TOTAL BOARD GENERAL RESPONSIBILITIES:						
OVERALL BOARD PERFORMANCE EVALUATION TOTAL:						

Attachment 2

PRINCIPALS AND CODES OF CONDUCT TO CONSIDER

- Does this decision or action meet my standards of how people should interact?
- Does this decision or action agree in religious teachings or beliefs (or with my personal principles and sense of responsibility)?
- How will I feel about myself after I do this?
- Do we have a rule or policy for cases like this?
- Would I want everyone to make the same decisions and take the same action if faced with these circumstances?
- Would this action involve deceiving others in any way?
- Would I feel this action was just (right) if I were on the other side of the decision?
- How would I feel if this action was done to me or someone close to me?
- Would this decision or action distribute benefits justly? Hardships? Burdens?
- What will be the short and long term consequences of this action?
- Who will be hurt, who will benefit?
- How would I feel if this action became public knowledge? On the front page of the local newspaper?
- Will I be able to explain adequately to others why I have taken the action?
- Would others feel my action was ethical and moral?
- Have I searched for alternatives? Have I considered all points of view?
- Even if there is sound rationality for this decision or action, and even if I could defend it publicly, does my inner sense tell me it is right?
- What does my intuition tell me is the ethical thing to do in this situation? Have I listened to my inner voice?

Attachment 3

Governance Policy Acknowledgement

I _____ have received the governance policy established by the Early Learning Coalition of North Florida, Inc. and agree to read and comply with the policies contained therein and any subsequent revisions approved by the full Board of Directors.

Signature

Date

THIS ACKNOWLEDGMENT PAGE IS RETAINED IN THE COALITION'S CORPORATE FILES.

OP201 Confidentiality Policy and Procedures

Effective Date: 02/19/08

Revision Date: 08/05/09, 02/01/12, 06/06/12, 02/12/13, 11/05/14, 03/16/16, 02/11/25

Confidentiality Policy and Procedures

(Including Contractor/Vendor Agreement, All-Media Release Form - for Individuals, All-Media Release Form - for Groups, and Employee Agreement)

POLICY STATEMENT

Confidential information concerning any individual, client, or community member will be ~~privileged communication~~ restricted and will be respected with regard to confidentiality. The Coalition complies with all applicable laws regarding confidentiality and privacy protections including, but not limited to, laws and regulations governing information. The Coalition also requires that all service providers, contractors, vendors or others working for or with the Coalition in any capacity will comply with this policy.

PROCEDURES

Those employed by the Coalition or employees/contractors of service providers, contractors, and/or vendors hired by the Coalition must follow the guidelines as stated below:

As an organization that accepts public funding, in some cases, the Coalition is under the Public Right to Access of Information requirements in Florida Statute (Section 402.27{2}) for much of the funding used to assist consumers. The Coalition, its service providers, contractors, and/or vendors will follow all applicable legislative requirements referenced in this statute accordingly.

Records Access and Confidentiality

1. All Coalition records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of the Coalition to maintain records in a location that is accessible to the public.
2. Childcare providers are required to (1) protect the confidentiality of child and family information, (2) have all staff complete confidentiality agreements, (3) have processes in place to protect the privacy of child and family information, and (4) maintain confidentiality agreements to provide to the Coalition upon request.
3. In accordance with section 1002.97, F.S., the individual records of children enrolled in SR programs provided under s. 1002 Part VI, F.S., held by the Coalition or DEL, are confidential and exempt from the provisions of section 119.07(1), F.S., and section 24(a), Article I of the State Constitution.
4. In accordance with section 1002.72, F.S., the personally identifiable records of children enrolled in the VPK program provided under section 1002.53, Florida Statutes, and any personal information contained in those records, are confidential and exempt from section 119.07(1), F.S., and section 24(a), Article I of the State Constitution.
5. The Coalition shall allow the parent the right to inspect and review the individual SR and VPK program record of his/her child and provide the parent a copy of the record upon request.
6. The Coalition shall allow access to SR and VPK program records as specified in s. 1002.72 and s. 1002.97, F.S., respectively. Individuals and organizations eligible to receive records include childcare providers, the parent, the Coalition, the Division of Early Learning, and other entities identified in s. 1002.97, F.S.

Private Protections

1. Confidential information concerning any individual, client, or community member will only be discussed in an official capacity between personnel who have a need to know.
2. All applicable laws and regulations governing information ~~about mental health, consumers, victims of domestic violence, drug and alcohol treatments, and HIV/AIDS~~ shall be strictly enforced at all times.
3. Where electronic records are maintained, only the confidential information that is necessary to effectively plan, manage, and evaluate early learning services, as provided by that organization, will be maintained. Under no circumstances shall confidential information be shared by an authorized individual with another authorized individual through unsecured electronic submission of data.
4. Personnel who routinely handle and process confidential consumer information should have locked ~~access to~~ work areas.
5. Files should not be left in plain view of those who have no need to know.
6. Outdated information should be shredded or properly disposed of.

When confidential information is used for educational or other purposes, every effort shall be made to disguise the true identity of those discussed. Such information will only be shared in an education setting in an environment not open to spectators. In the case of photographs, videos, or films, that consumer or appropriate representative granting their permission to use their likeness in appropriate manners must sign a release.

The Coalition will not conduct, participate in, or permit research involving persons served, other than to provide aggregate data that does not identify individual consumers.

Release of Information

To document the transaction of Coalition work requires recording sensitive and privileged information that relates to those transactions. The following shall be followed:

1. The Coalition, its service providers, contractors, and/or vendors are required to keep and maintain confidentiality of parental and child information that includes names, addresses, and all other information that may tend to identify a parent, child, or other family member or guardian or other individual requesting information or services. The nature of information sought by a particular person and that person's response to information requested by the Coalition, its service providers, contractors, and/or vendors is also included.
2. All requests for information must be submitted in writing and with reasonable specificity as to what records are desired. The Coalition C.E.O. shall be considered the legal "custodian" of the records maintained at the Coalition level. The Chief Executive Officer or appropriate counterpart shall be considered the legal "custodian" of the records maintained by service providers, contractors, and/or vendors hired by the Coalition.
3. Records are declared as confidential and access is limited to authorized persons, with exception to records that may be considered public information such as the employee's full name, date(s) of hire, present and past classification as employee, and present and past rate of pay.
4. Information and records that are obtained in the course of official duties may not be released to or shared with unauthorized persons.
5. Persons requesting access to files must prove a need to know.
6. Information may only be obtained as a result of written permission by the affected person to authorize release of such information.
7. No information will be released without the prior written consent of the affected person. In such cases, a hard copy of data will be provided.
8. Coalition or service provider/contractor/vendor staff may not provide data copied from the database that includes confidential parent information not subject to disclosure.
9. A copy of the signed consent form should be provided to the person providing consent and another placed in the case record as appropriate.

10. The release or access to specific consumer files requires signed consent from the consumer prior to release of information and every effort should be made to release to the requestor information only that accommodates the official need of the requestor.
11. The consumer should specify the type of confidential information to be released per request (*Attachment*).
12. Confidential information will be shared with persons with valid requests when it is deemed that immediate danger to the entity or other entities are involved. Immediate danger would be those situations such as awareness that staff may be being stalked or that a child may be in potential danger of being abducted by a non-custodial parent.
13. All records of application and enrollment of children, including family income, and educational and medical background, should be kept in the child or family's individual folder in locked files whether in the office or center.
14. Keys will be available to other designated staff if appropriate.
15. Only information necessary for the provision of services will be released to Coalition and/or service provider/contractor/vendor staff or other entities.
16. In the case of the latter, the Coalition's C.E.O. or service provider/contractor's Chief Executive Officer or counterpart will determine if the request is valid meaning whether it is justifiable, legitimate, legally permissible, and in the best interest of the person served.
17. Blanket consent forms signed by persons served when service is initiated do not meet the requirements of this standard. A system for maintenance and destruction of sensitive documents will be developed and maintained in all such cases.
18. When permitted by law, confidential information may be released without the informed, written consent of the person or legal guardian. The release of aggregate data that does not identify individual consumers may not require a signed release. An example would be court orders or subpoenas that request the release of confidential information.

The Coalition prohibits the release of information for involuntary participation of consumers served in public performances services without the informed consent of that person or his/her parent or guardian. When consumers participate in PUBLIC events, consent MAY not be required. Persons served in public performances will not be coerced into use of public statements that express gratitude to Coalition or funders. Photographs, videotapes, audio taped interviews, artwork, or creative writing for public relations or fundraising purposes will not be released without the informed consent of that person, or his/her parent or legal guardian.

Early Learning Coalition of North Florida, Inc.

CONTRACTOR/VENDOR CONFIDENTIALITY AGREEMENT

CONTRACTOR/VENDOR
NAME (PRINT): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

As a contractor/vendor of the Early Learning Coalition of North Florida, Inc.,
I, _____, contractor/vendor representative, have been provided a
copy of the Coalition’s Confidentiality Policy and Procedures (policy #OP201) and attest that the
following confidentiality guidelines will be followed during the course of work performed for, or in the
capacity of, the Coalition:

1. Confidential information* concerning any individual, client, or community member will only be discussed in an official capacity between personnel who have a need to know.
2. All confidential information is the exclusive property of the Coalition and all records (paper, electronic, etc.) must be returned to the Coalition immediately upon termination of this agreement.
3. All applicable laws and regulations governing information ~~about mental health, consumers, victims of domestic violence, drug and alcohol treatments, and HIV/AIDS~~ shall be strictly enforced at all times.
4. Where electronic records are maintained, only the confidential information that is necessary to effectively plan, manage, and evaluate early learning services, as provided by that organization, will be maintained. Under no circumstances shall confidential information be shared by an authorized individual with another authorized individual through unsecured electronic submission of data.
5. Personnel who routinely handle and process confidential consumer information should have locked ~~access to~~ work areas.
6. Files should not be left in plain view of those who have no need to know.
7. Outdated information should be shredded or properly disposed of.

Representative’s Signature: _____

Date: _____

*Confidential Information is defined as all data and information relating to the business and management of the Coalition, including proprietary and trade secret technology and accounting records to which access is obtained by the Contractor/Vendor, including work product, production processes, other proprietary data, business operations, computer software, computer technology, marketing and development operations, and clients.

Early Learning Coalition of North Florida, Inc.

ALL-MEDIA RELEASE FORM – FOR INDIVIDUALS

Date: _____

Location: _____ **Event:** _____

Release For Children

I, _____, give permission for images of my child(ren) _____ that appear in photographs, videos and/or audio recordings to be used by Early Learning Coalition of North Florida, Inc. (Coalition), its assigned agents or successors. This may include print, broadcast, electronic or other media deemed appropriate by Coalition. Furthermore, I hereby consent that such photographs, films and recordings made shall be the Coalition’s property, and the Coalition shall have the right to sell, duplicate, reproduce and make use of such photographs, film recording, tapes as they may desire, free and clear of any claim whatsoever on my part.

NAME (PRINT): _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Release For Adults

I, _____, being of legal age, hereby consent that the photographs and videos in which I appear, and/or audio recordings made of my voice to be used by the Early Learning Coalition of North Florida, Inc. (Coalition) its assigned agents or successors. This may include print, broadcast, electronic or other media deemed appropriate by the Coalition. Furthermore, I hereby consent that such photographs, films and recordings made shall be the property of the Coalition, and that shall have the right to sell, duplicate, reproduce and make use of such photographs, film recordings, tapes as they may desire, free and clear of any claim whatsoever on my part.

NAME (PRINT): _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Early Learning Coalition of North Florida, Inc.

EMPLOYEE CONFIDENTIALITY AGREEMENT

By signing this agreement, I, _____ attest that I
(print full name)

have read, understood, and agree to abide by the Early Learning Coalition confidentiality policy and procedures.

I understand that if I am found to have violated any part of this policy and procedures, that it would be grounds for disciplinary action up to and including termination.

I also understand that I will receive a copy of this entire policy, including a copy of this form with my signature.

Signature

Date

OP302 Emergency Chief Executive Officer Succession Plan

Effective Date: 08/05/09

Revision Date: 04/07/10, 02/02/11, 02/12/13, 09/17/14, 02/03/16, 05/13/16, 03/10/21, 03/09/22, 12/07/22, 02/11/25

Purpose:

The Board of Directors of the Early Learning Coalition of North Florida (Coalition) recognizes that this is a plan for contingencies due to the disability, death or departure of the Chief Executive Officer (C.E.O.). If the organization is faced with the unlikely event of an untimely vacancy, the Coalition has in place the following emergency succession plan to facilitate the transition to both interim and longer-term leadership.

The Coalition Board has reviewed the job description of the C.E.O. (included in the plan). The Board has a clear understanding of the C.E.O.'s role in organizational leadership, program development, program administration, operations, Board of Directors' relationships, financial operations, resource development and community presence.

Short Term Succession Plan in Event of a Temporary, Unplanned Absence

A temporary absence is one of less than three months in which it is expected that the C.E.O. will return to his/her position once the events precipitating the absence are resolved. An unplanned absence is one that arises unexpectedly, in contrast to a planned leave, such as a vacation or a sabbatical. The Board of Directors authorizes the Coalition to implement the terms of this emergency plan in the event of the unplanned absence of the C.E.O.

In the event of an unplanned absence of the C.E.O., the Office Manager shall immediately inform the Board Chair of the absence, if the C.E.O. is unable to do so, and the Board of Directors will immediately designate the Office Manager as Director.

As soon as it is feasible, the Chair shall convene a meeting of the Board of Directors to affirm the procedures prescribed in this plan.

Authority and Compensation of the Acting Chief Executive Officer

The person appointed as Director shall have the full authority for decision-making and independent action as the regular C.E.O.

The Director may be offered a temporary salary increase to the entry-level salary of the C.E.O. position or a bonus during the Director's period. Other salary negotiations may occur at the discretion of the Board of Directors, based on the circumstances involved.

Initial Planning

Once the Director has been designated, the Board of Directors, or its designee(s), shall hold a meeting with the Director to:

1. Review the C.E.O.'s job description,
2. Develop an initial timeline covering at least the first phase of the transition, establish assignments for board and staff, identify key tasks that need to be addressed immediately such as reports due to the Division of Early Learning, attendance of key meetings, notification of change of leadership to business partners and the community at-large, etc. and,
3. Identify immediate crises or issues that need to be addressed, as applicable.

Once initial plans have been determined, the Board Chair and Director shall meet with the remaining staff to hear any staff concerns, provide appropriate assurance, and inform staff of the initial plans for the transition. Feedback from the staff shall be incorporated into the transition plan as appropriate.

Board Oversight

The board member responsible for monitoring the work of the Director shall be the Board Chair. At the Board Chair's discretion, he/she may assign one or more board members to assist with the monitoring process.

Those named above shall be sensitive thoughtful to the special support needs of the Director in this temporary leadership role by offering support and additional time for consultation as needed.

Communications Plan

Immediately upon transferring the responsibilities to the Director, the Board Chair will notify staff members and members of the Board of Directors of the delegation of authority.

As soon as possible after the Director has begun covering the unplanned absence, Board members and the Director shall communicate the temporary leadership structure to key external supporters of the Coalition. First contact shall be made to the Division of Early Learning, current primary services sub-contractors/sub-recipients, and the Department of Children and Families to inform them of the management change and to communicate the interim plan. Key community organizations shall be notified immediately following those organizations listed above.

Long Term Succession Plan in Event of a Temporary, Unplanned Absence

A long-term absence is one that is expected to last more than three months, but less than one year. The procedures and conditions to be followed should be the same as for a short-term absence with one addition:

The Board of Directors will give immediate consideration, in consultation with the Director, to temporarily filling the position left vacant by the C.E.O. This is in recognition of the fact that for a term of more than three months, it may not be reasonable to expect the Director to carry the duties of both positions. The position description of a temporary manager would focus on covering the priority areas in which the Director need assistance.

Completion of Short Term and Long-Term Emergency Succession Period

The decision about when the absent C.E.O. returns to lead the Coalition should be determined by the C.E.O. and the Board Chair. They will decide upon a mutually agreed upon schedule and start date. A reduced schedule for a set period of time can be allowed, by approval of the Board Chair, with the intention of working their way up to a full-time commitment.

Succession Plan in Event of a Permanent Change in Chief Executive Officer

A permanent change is one in which it is firmly determined that the C.E.O. will not be returning to the position. The procedures and conditions should be the same as for a long-term temporary absence with these additions:

1. The Coalition Board shall appoint a Search and Transition Committee within **5** (five) calendar days to plan and carry out a transition to a new permanent C.E.O. The Board shall also consider the need for outside consulting assistance depending on the circumstances of the transition and the board's capacity to plan and manage the transition and search. The Transition and Search Committee shall also determine the need for an Interim C.E.O., and plan for the recruitment and selection of an Interim C.E.O. and/or permanent C.E.O.

2. The Board of Directors shall review personnel policies to ensure that the board understands the organization's obligations to the departing C.E.O. for unpaid leave, insurance, etc. The Board of Directors shall follow the policies in place regarding employment termination, including but not limited to, securing the office key and credit card, obtaining Coalition materials and supplies stored at the C.E.O.'s home office, etc.
3. If the departure is planned and the C.E.O. is in good standing, the departing C.E.O. shall be asked to develop a handoff report (sample attached) that outlines key contacts, grants and contracts, major deadlines, internal and external liabilities and obligations, and the executive's sense of the organization's current situation and future direction. If receiving a report is not possible, the Chair shall attempt to hold an exit interview with the C.E.O. to acquire this critical information verbally.
4. If the board is discharging the C.E.O., legal advice shall be secured to discuss the terms of separation and to review related documents.
5. The Board of Directors shall ensure that the signatories on all financial accounts are changed.
6. The auditor shall be notified of the situation and the Board of Directors shall determine if a special audit may be needed.
7. A public statement and talking points about the C.E.O.'s departure shall be developed to ensure that all board members are on the same page in their communications.
8. A spokesperson shall be identified to respond to media inquiries, if necessary.
9. Ongoing communication shall be established with the Division of Early Learning and key contractors to provide updates on the hiring process and to provide assurance that the board is working diligently to implement a successful transition.

Checklist for Acceptance of All Types of Emergency Succession Plans

- Succession plan approval.** This succession plan shall be approved by the Board of Directors for its vote and approval. This plan shall be reviewed annually and upon personnel changes.
- Signatories.** The Board Chair, the C.E.O., and the Director shall sign this plan, and the appointees designated in this plan.
- Organizational Charts.** Two organizational charts shall be prepared and attached to this plan. The first plan shall reflect staffing positions and lines of authority/reporting throughout the organization. The second organizational chart shall reflect how that structure will change within the context of an emergency/unplanned absence of the C.E.O.
- Important Organizational Information.** The attached C.E.O.'s Job Description, Information and Contact Inventory (Handoff Report), and the Coalition's organizational charts shall be included as part of the C.E.O. Emergency Succession Plan.
- Copies.** Copies of this Emergency Succession Plan along with the corresponding documentation shall be maintained by administrative offices.

Chief Executive Officer's Job Description

Early Learning Coalition of North Florida, Inc.

JOB DESCRIPTION

(revised 08/12/17)

Position: Chief Executive Officer

Reports to: Board of Directors

Basic Function: Responsible for the overall leadership and operational management of the Early Learning Coalition. Responsible for establishing systems for evaluation and ensuring continuous quality improvement in early learning in service areas. Support efforts to move forward the vision, mission and goals of the Coalition.

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

General Responsibilities:

- Develops and implements a strategic work plan process based on the approved Coalition Plan.
- Develop, implement and administer a comprehensive service delivery plan for programs funded by the state of Florida intended to enhance all children's readiness to enter kindergarten and/or participate in Voluntary Pre-kindergarten program.
- Provides leadership, supervision and direction to all staff to ensure that the mission, goals of the coalition are effectively carried out and manages the human resources of the organization according to agency personnel policies.
- Prepare and recommend an annual budget to the coalition to insure proper allocation of cost, reasonable and necessary expenses and efficient use of resources consistent with state guidelines.
- Responsible for the oversight of fiscal accounting to insure compliance with state and federal requirements.
- Contract Administrator
- Responsible for planning, evaluating, and monitoring quality assurance and coordinating appropriate accountability for reporting to the Board and officers on all activities of the coalition and contracted programs.
- Recommend methods for improving/increasing early learning services to pre-school children, their parents, and participates with communities, agencies and organizations to build partnerships that impact the early education and care system.
- Stay knowledgeable about legislative issues and provides direction and technical assistance to the Coalition; educating, training, and communicating with the Board, staff, providers and partners.
- Assist the Coalition in the identification and recruitment of new board members.
- Oversees fundraising planning and implementation, including identifying resource requirements, researching funding sources, establishing strategies to approach funders, submitting proposals/grants and administration.
- Research and develop new opportunities to promote the ELC and its mission, vision and resources.
- Employee may have a purchasing card (p-card) or credit card assigned.
- Work flexible hours and travel.
- Emergency duties as explained in the ELC COOP (continuity of operations plan)
- Other duties as assigned.

Knowledge, Skills and Ability Requirements:

- Ability to think analytically and strategically, using effective time management to prioritize and focus in changing situations.
- Can deal with multiple situations, tasks, events and people simultaneously, while meeting goals and objectives through organizing the efforts of others and maintain effective group performance.
- Demonstrates leadership abilities of initiative and commitment, self-motivated, prepares thoroughly and respects process.
- Expertise in hiring, supervising and managing staff; can identify staff developmental needs.
- Can apply technical, procedural, and operational knowledge to tasks of operation and is results oriented.
- Builds effective relationships and has experience with boards.
- Can assess accurateness and completeness of information received and can clearly and concisely convey knowledge/information to others (written and oral).
- Can create an atmosphere of open communication and information sharing and can communicate with multiple constituencies.
- Ascertains and evaluates all of the facts before making or implementing a decision and can gather data, analyze information and devise solutions and can see the “big picture”.
- Knowledge of revenue/expense forecasting, budgeting, budget expenditure tracking and reporting.
- Knowledge of contract negotiations, monitoring and management.
- Knowledge of procurement and assessment of Quality Service Delivery.
- Knowledge and ability to use computer applications and hardware: Microsoft Office; email.
- A valid driver’s license is required.
- Must have personal, reliable transportation.

Education/Experience Requirements:

- Minimum qualification required: Bachelor’s Degree in human services, early education, education, business or related field.
- Preferred qualification required: Master’s degree in human services, early education, education, business, or related field.
- Minimum experience required: five years management/leadership experience in human service, early education, education, or related field. Experience in data and report analysis, fiscal analysis, management of non-profit budget process, supervision of staff, and developing early education or related programs.
- Preferred experience required: Prior experience with building effective board relationships and board reporting. Management of non-profit organization and public policy experience.
- Certificates of acknowledgement required: Conflict of Interest, Code of Ethics, Confidentiality agreements, IT Systems and Security, Anti-Fraud, HR Employee Acknowledgement Form.

EMPLOYEE STATEMENT:

I have read and understand the requirements of this position and the role as **Chief Executive Officer** with the Early Learning Coalition of North Florida. I will abide by the guidelines and policies of the Coalition.

Employee Signature

Date

Employee Name Printed

**Early Learning Coalition of North Florida – Information and Contact Inventory
(Handoff Report)**

Below is the Coalition’s key information and its location so that if an emergency succession should occur the Coalition would be able to quickly continue work in the most efficient and effective way.

Nonprofit Status

IRS Determination Letter	
IRS Form 1023	
Bylaws	
Mission Statement	
Board Minutes	

Financial Information

Employer Identification Number (EIN) #	
Current and previous Form 990s	
Current and previous audited financial statements	
State or District Sales-Tax	
Exemption Certificate	
Blank Checks	
Computer passwords	
Donor Records	
Client Records	
Vendor Records	

Auditor

Name	
Primary Contact	
Phone Number	
Email	

Bank

Name	
Account Numbers	
Branch Representative(s)	
Phone Number	
Fax	
Email	
Who is authorized to make transfers?	
Who is authorized to make wire transfers?	
Are there alternatives?	
Who are the authorized check signers?	
Is there an office safe?	
Who has the combination/keys?	

Legal Counsel (Attorney)

Name	
Address	
Phone Number	

E-mail	
--------	--

Human Resources Information

Employee Records/Personnel Information (*Names, home addresses, phone numbers, email, emergency contacts, etc.)	
I-9s	

Payroll

Company Name	
Account Number	
Phone Number	
Email	

Facilities Information

Office Lease (for renters)	
<i>Building Management</i> Company Name	
Contact Name	
Phone Number	
Email	
Office Lease (for renters)	
<i>Building Management</i> Company Name	
Contact Name	
Phone Number	
Email	
Office Lease (for renters)	
<i>Building Management</i> Company Name	
Contact Name	
Phone Number	
Email	

Insurance Information

General Liability / Commercial Umbrella

Company/Underwriter	
Policy Numbers	
Representative Name	
Representative Phone Number	
Representative Email	
Broker Contact	
Broker Phone Number	
Broker Email	

Directors & Officers Liability

Company/Underwriter	
---------------------	--

Policy Numbers	
Representative Name	
Representative Phone Number	
Representative Email	
Broker Contact	
Broker Phone Number	
Broker Email	

Health Insurance

Company/Underwriter	
Group Number	
Representative Name	
Representative Phone Number	
Representative Email	
Broker Contact	
Broker Phone Number	
Broker Email	

OPTIONAL INSURANCES

Life Insurance

Company/Underwriter	
Policy Numbers	
Representative Name	
Representative Phone Number	
Representative Email	
Broker Contact	
Broker Phone Number	
Broker Email	

Disability Insurance (short-term)

Company/Underwriter	
Policy Numbers	
Representative Name	
Representative Phone Number	
Representative Email	
Broker Contact	
Broker Phone Number	
Broker Email	

Disability Insurance (long-term)

Company/Underwriter	
Policy Numbers	
Representative Name	

Representative Phone Number	
Representative Email	
Broker Contact	
Broker Phone Number	
Broker Email	

Dental/ Vision

Company/Underwriter	
Group Number	
Representative Name	
Representative Phone Number	
Representative Email	
Broker Contact	
Broker Phone Number	
Broker Email	

Additional Coverage

Company/Underwriter	
Policy Numbers	
Representative Name	
Representative Phone Number	
Representative Email	
Broker Contact	
Broker Phone Number	
Broker Email	

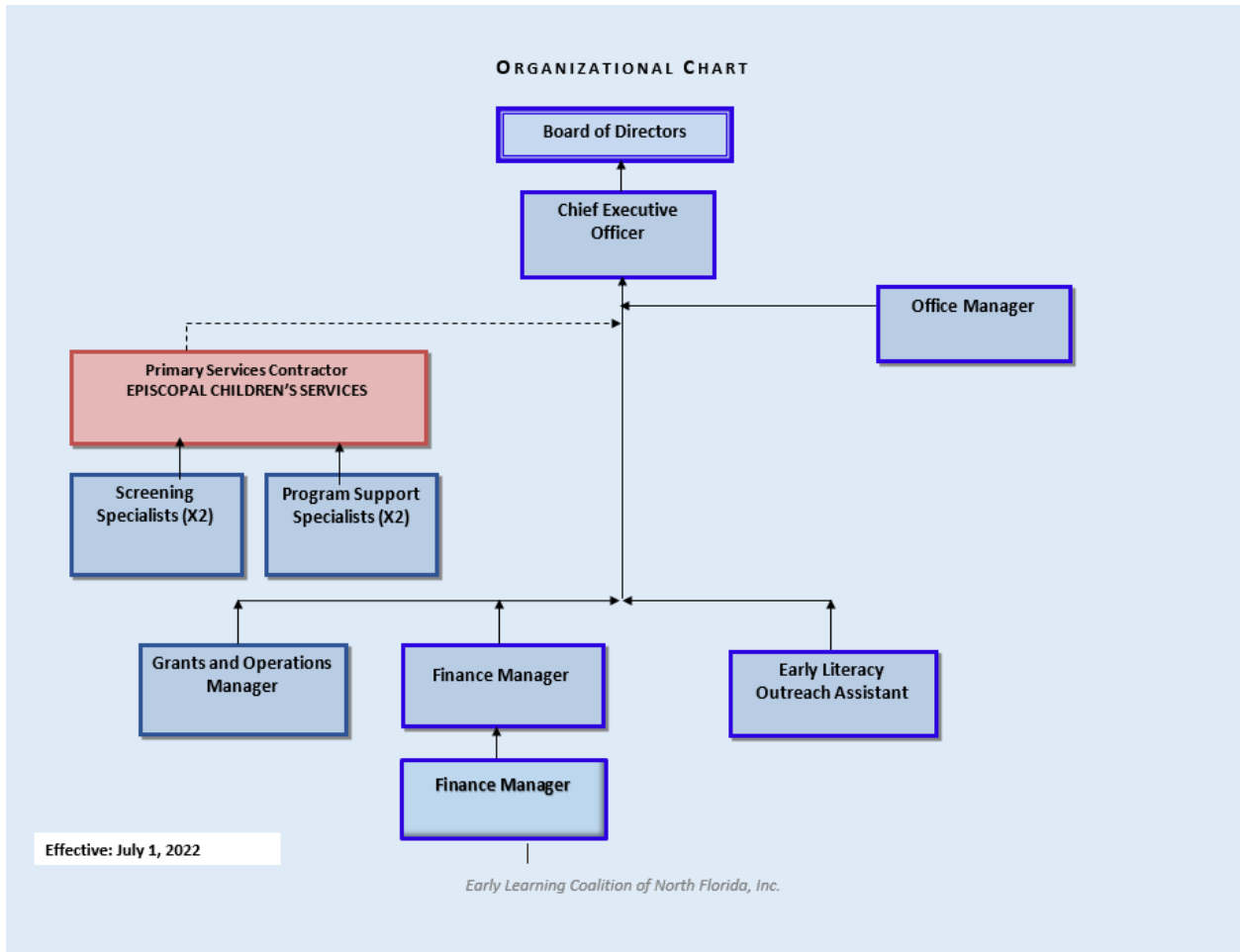
Retirement Plan

Company/Underwriter	
Policy Numbers	
Representative Name	
Representative Phone Number	
Representative Email	
Broker Contact	
Broker Phone Number	
Broker Email	

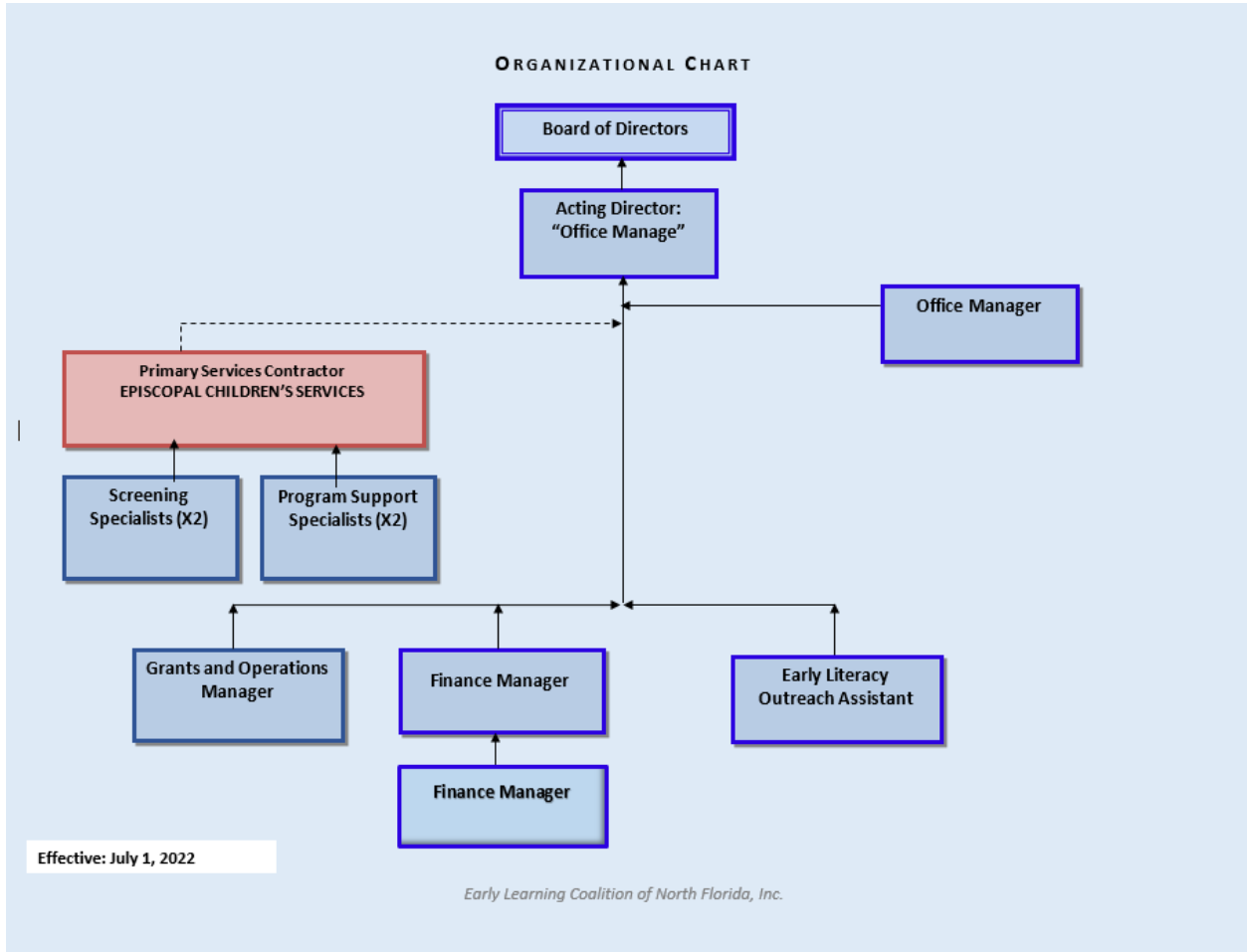
Name of Person Completing the Information and Contact Inventory (Handoff Report):

Date of Completion: _____

ORGANIZATIONAL CHART



SUCCESSION PLAN ORGANIZATIONAL CHART



Early Learning Coalition of North Florida - Signatures of Approval

Board Chair

Date

Chief Executive Officer

Date

Individual Selected as Director / Office Manager

Date

ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition’s Personnel Policies and Procedures Manual
Reason for Recommended Action	<p>REQUESTING RETRO-ACTIVE APPROVAL TO FEBRUARY 11, 2025 (THE DATE OF PROCESSING EXECUTIVE ORDER 14151, BELOW).</p> <p><u>Background:</u></p> <p>President Donald Trump issued executive order (E.O.) 14151 titled “Ending Radical and Wasteful Government DEI Programs and Preferencing” on January 20, 2025.</p> <p>E.O. 14151 directs the director of the Office of Management and Budget (OMB) to terminate all mandates, policies, programs, preferences, and activities relating to 'diversity, equity, inclusion, and accessibility.'</p> <p><u>Revisions:</u></p> <p>The Coalition Personnel Policies and Procedures Manual was reviewed and revised to clarify excerpts to be in line with E.O. 14151. <i>In short, we have revised any language that could render us out of compliance with the Federal Government.</i></p> <p>Policies Revised - HR103, HR104, HR202, HR203, HR306, and HR310.</p> <p><u>Other Revisions:</u></p> <p>HR204 – <u>Employment Reference/Criminal History Checks</u>, Added language from 24/25 DEL Grant Agreement, added ‘state’ holiday regarding the count of 48 hours for reviewing alleged offense(s).</p> <p>HR507 – <u>Safe Driving Policy and Cell Phone Usage</u> ,</p> <ul style="list-style-type: none"> • Renamed the this policy “Vehicle Driving Policy and Cell Phone Usage Policy” • Added a more robust vehicle driving policy after research into best practices for such policy. • Updated the Cell Phone Usage Policy to remove duplicate statements and simplify language. <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not have the most accurate and updated Policies and Procedures.
How the Action will be accomplished	RETRO-ACTIVE APPROVAL of the Personnel Policies and Procedures Manual revisions listed above.

HR103 Equal Employment Opportunity

Effective Date: 02/19/08

Revision Date: 11/05/14, 03/16/16, 02/11/25

The Coalition is an equal opportunity employer and complies with all applicable ~~discrimination~~ laws. Our Coalition will recruit, hire, train, and promote all persons without regard to race, creed, color, sex, religion, national origin, age, marital status, military status, political belief, disability, history of disability (except where physical or mental abilities are a bona fide occupational qualification), history of drug abuse, history of alcohol abuse or alcoholism, ~~sexual orientation, gender identity,~~ or any other protected status recognized by federal or state law. The Coalition will base all decisions on employment so as to further the principle of equal employment opportunity. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the Coalition will be based on merit, qualifications, and abilities. Further, all personnel actions such as compensation, benefits, transfers, layoffs, returns from layoffs, and company-sponsored training, education, tuition assistance, social, and recreational programs will be administered without regard to any protected status recognized by federal or state law.

The Coalition will make reasonable accommodations for applicants and employees whom the Coalition is aware are “qualified individuals with disabilities” unless doing so would result in an undue hardship, or constitute a direct threat to that applicant/employee or others. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

If you believe you have been unlawfully ~~– treated unfairly discriminated against~~ for any reason, you are to immediately inform your supervisor. If you believe your supervisor is the source of the unlawful ~~discrimination~~ treatment, or if the activity should continue, contact the C.E.O. or his/her designee.

Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful ~~discrimination~~ treatment of other staff will be subject to disciplinary action, up to and including termination of employment.

HR104 Anti-Harassment

Effective Date: **02/19/08**

Revision Date: **02/11/25**

The Coalition is committed to maintaining a work environment that is free from discrimination unlawful treatment and in which employees at all levels can devote their full attention and best efforts to their job. In keeping with this commitment, the Coalition will not tolerate unlawful harassment of its employees by anyone, including any supervisor, co-worker, or third party. Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's race, color, national origin, religion, age, sex, gender, sexual orientation, marital status, disability or any other characteristic that is protected by federal or state law.

Sexual Harassment

For the purposes of this policy, sexual harassment (both overt and subtle) is defined as unwelcome sexual advances, requests for favors, and other verbal or physical conduct of a sexual nature when, for example:

- 1) Submission to such conduct is made either explicitly or implicitly at term or condition of employment;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
- 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender sex. Examples of the types of behavior that may be considered sexual harassment in violation of this Policy include the following:

- ◆ Unwanted sexual advances
- ◆ Subtle or overt pressure for sexual favors
- ◆ Sexual jokes
- ◆ Innuendoes or suggestive comments
- ◆ Advances or propositions
- ◆ Verbal abuse of a sexual nature
- ◆ Graphic commentary about an individual's body, sexual prowess or sexual deficiencies
- ◆ Leering, whistling, touching, pinching, assault, coerced sexual acts, or suggestive, insulting or obscene comments or gestures
- ◆ A display in the workplace of sexually suggestive objects or pictures
- ◆ "Sexist" comments or behavior (conduct that demeans other individuals because of their sex, even if not vulgar or lewd)
- ◆ Other physical, verbal, or visual conduct of a sexual nature

Other Forms of Harassment

Racial, religious, age, disability, marital status, and national origin harassment are expressly prohibited. These forms of harassment may include any verbal, written, or physical act in which race, religion, age, disability, marital status or national origin is used or implied in a manner which would make a reasonable employee uncomfortable in the work environment, or which would interfere with the employee's ability to perform the job. Examples of race, religious, age, disability, marital status or national origin harassment include:

- ◆ Jokes that reference race, religion, age, disability, or national origin

- ◆ The display or use of objects or pictures that adversely reflect on a person's race, religion, age, disability or national origin
- ◆ Use of language that is offensive due to a person's race, religion, age, disability, marital status or national origin

The examples above are just that – examples. It is impossible to list every type of behavior that can be considered harassment in violation of this policy. In general, any conduct based on sex, race, religion, age, gender, marital status, disability or national origin that could interfere with an individual's work performance or could create an offensive environment will be considered harassment, even if the offending employee did not mean to be offensive. This policy applies to management and non-management employees alike.

Reporting an Incident of Harassment

All Coalition employees are responsible for helping to enforce this Anti-Harassment Policy. Any employee who has been the victim of prohibited harassment or who has witnessed such harassment must immediately notify his/her immediate supervisor so that the situation can be promptly investigated and remedied. If it is the supervisor who is responsible for the harassment, then it must be immediately reported to the C.E.O. It is the Coalition's policy to investigate all harassment complaints thoroughly and promptly. To the fullest extent practicable, the Coalition will maintain the confidentiality of those involved and if an investigation confirms that harassment has occurred, the Coalition will take corrective action. The Coalition forbids retaliation against anyone who has reported harassment or who has cooperated in the investigation of harassment complaints.

Complaint Procedure

The Coalition strongly encourages individuals who believe they are being harassed to promptly notify the offender that his or her behavior is unwelcome. **Notifying the offender, however is not a required first step.** If for any reason, an individual does not wish to confront the offender directly, such a confrontation does not successfully end the harassment, or if the offender retaliates against the individual, the individual should promptly notify his/her immediate supervisor or the C.E.O.

Notification of Appropriate Staff: As noted above, individuals who believe they have been the victim of harassment or believe they have witnessed harassment have the responsibility to report their concerns to either their immediate supervisor or the C.E.O.

Timeliness in Reporting Harassment: The Coalition encourages the prompt reporting of complaints or concerns so that rapid and constructive resolution can occur. Therefore, while no fixed reporting period has been established, early reporting and intervention has proven to be the most effective method of resolving actual or perceived incidents of harassment.

Investigation:

Once a report is made, the supervisor/manager and/or the C.E.O. will investigate and document the allegations and all facets of the investigation. The final outcome will be disclosed to and discussed with the complainant upon request within a reasonable time frame.

While it may be necessary to interview other individuals, every effort will be made to maintain the anonymity of the complaining party and to keep the investigation confidential. There may be, however, a point in the investigation when specific incidences and names must be used. All complaints and investigations will be handled quickly and with the utmost sensitivity consideration.

After the investigation, the Coalition will take swift and appropriate action. Anyone engaging in sexual or other forms of unlawful harassment or discrimination treatment will be subject to disciplinary action, up to and including termination of employment.

If it is determined that a complaining party maliciously made false accusations toward another employee, the complaining party may be subject to disciplinary action, up to and including termination of employment.

Cooperation:

To be effective, this policy requires the support and cooperation of officers, managers, supervisors and staff members. Anyone who engages in unlawful harassment, retaliation or discrimination unlawful treatment, or who fails to cooperate with investigations of such nature, may be severely disciplined including suspension or termination of employment. Similarly, officers, managers, supervisors or staff members who refuse to implement remedial measures, obstruct the efforts of other staff members, and/or retaliate against harassment or discrimination unlawful treatment complaints or witnesses may be immediately disciplined by suspension or termination of employment.

HR202 Introductory Period and New Employee Orientation

Effective Date: 02/19/08

Revision Date: 02/04/09, 02/02/11, 08/03/11, 06/15/22, 03/06/24, 02/11/25

Introductory Period

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Coalition uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or the Coalition may end the employment relationship "at will" at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees for regular full-time or part-time positions work on an introductory basis for the first 90 calendar days after their date of hire. Employees who are promoted or transferred within the Coalition must complete a secondary introductory period of the same length with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If the Coalition determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

In cases of promotions or transfers within the Coalition an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the Coalition's needs. However under normal circumstances, employees may not be eligible to apply for vacant positions while in the 90 day introductory status.

At the end of the introductory period, the supervisor completes an employee evaluation. Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

During the introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. They may also be eligible for other Coalition-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

An employee may be terminated during the introductory period at any time without explanation or obligation.

New Employee Orientation

All employees are required to attend the Coalition's New Employee Orientation (NEO). The C.E.O. or his/her designee is responsible for designing and implementing an orientation program. Suggested items for an Orientation Checklist include:

- Introduction to co-workers
- Overview of job description/explanation of duties
- Overview and documentation of the set salary and available benefits
- Review and Signing of the Coalition Confidentiality Policy and Form and Florida's Department of Education's Acceptable Use Policy form (AUP) (if applicable)
- Assignment of equipment, keys, supplies, etc.
- Orientation to Personnel Policies [leave accrual, payroll, how to fill out Personnel Activity

Reports/PAR's to include instruction regarding coding of OCA's (Other Cost Accumulators) , travel forms, etc.].

- Orientation to job duties (documentation/machines/routing processes, etc.).
- Access Availability to applicable reading material (regulations, departmental policies and procedures manual, training manuals, etc.).
- Information Technology Data Security Training (to be completed within 30 days)

A copy of the completed checklist should be routed to the C.E.O. after completion. This will be filed in the employee training record.

A thorough orientation to the Coalition greatly enhances employees' ability to effectively perform their job responsibilities.

HR203 Access to Examination of Personnel Files

Effective Date: 02/19/08

Revision Date: 02/04/09, 02/11/25

The Coalition maintains a personnel file on each employee. The personnel file includes information such as: the employee's job application, resume, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the Coalition and access availability to the information they contain is restricted. Generally, only supervisors and management personnel of the Coalition, and other governmental agencies (during the course of a review) who have a legitimate reason to review information in a file are allowed to do so.

Without specific prior permission from the C.E.O., employees of the Coalition have no right or privilege license to review their own personnel files.

HR204 Employment Reference/Criminal History Checks

Effective Date: 02/19/08

Revision Date: 04/07/10, 02/02/11, 08/03/11, 06/06/12, 08/24/12, 02/12/13, 04/03/13, 11/05/14, 03/16/16, 09/21/16, 02/01/17, 02/07/18, 11/07/18, 06/12/19, 12/07/22, 11/01/23, 03/06/24, 02/11/25

The Coalition will conduct reference and criminal history checks on all prospective and current employees, as well as volunteers, as outlined within this policy. The Coalition will ensure appropriate screenings are processed for contractors as well.

QUALIFIED ENTITY

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

“Covered individual”, as defined in 34 USC 40104, means an individual who has, seeks to have, or may have access to children, the elderly, or individuals with disabilities, served by a qualified entity; and who is employed by or volunteers with, or seeks to be employed by or volunteer with, a qualified entity; or owns or operates, or seeks to own or operate a qualified entity.

The Coalition is a qualified entity and therefore is registered with the Florida Department of Law Enforcement (FDLE). (For an ELC and its staff deemed by FDLE as meeting the definition of “qualified entity,” and has staff that meet the definition of a “covered individual” the ELC’s staff shall receive a level 2 background screening.)

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

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

REFERENCES/CREDENTIALS

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

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

Documentation of these verifications will be maintained by the Coalition, ensuring the records are maintained for minimum timeframe and the records are securely maintained to ensure confidentiality.

CRIMINAL BACKGROUND SCREENING PROCEDURE

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

screening as required for child care personnel in child care licensing regulations.

If FDLE determines that the ELC meets the definition of “Qualified Entity,” but determines that certain ELC employee(s) are not providing child care or child care placement, while having access to confidential information, the ELC staff shall receive the equivalent of a level 1 that requires screening for employment history, statewide criminal correspondence checks through the Department of Law Enforcement, a check of the Dru Sjodin National Sex Offender Public Website and local criminal records check through local law enforcement agencies.

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

- a. **Affidavit of Good Moral Character** – All candidates must complete this form and have it notarized before employment. This form is available from the Department of Children and Families (DCF) District Screening Office. Human Resources will stress to the candidate the importance of this requirement and ensure that the candidate clearly understands it.
- b. **Local Criminal Records** – The personnel staff will complete the Request for a Local Law Enforcement Check and send it to the sheriff office in Baker, Bradford, Clay, Nassau, Putnam, and/or St. Johns counties.
- c. **Employment History/Reference Checks** – Conducted by the personnel staff, these checks should cover a two-year period preceding employment in the screened position and should exclude periods of unemployment. The potential applicant and current employee may be subject to additional background reviews depending upon their job specifics.
- d. **State and Federal Criminal Records** – The Coalition’s personnel staff will instruct the candidate (or employee) to complete a “Live Scan” of their fingerprints with a vendor approved by the Coalition, to be sent to the FDLE (Florida Department of Law Enforcement) and the FBI (Federal Bureau of Investigation) for clearances. Effective July 1, 2012 all new employees will be screened, unless they have a current DCF clearance under five (5) years old and have had no break in service (or break in service under 90 days). Also effective July 1, 2012 all current employees will be re-screened on or before the five-year anniversary date of the last screening and thereafter if the individual continues performing under the DEL agreement (for the Coalition).
- e. **States other than Florida, if Resided in the Preceding Five Years** – If new or rescreening staff have lived out of the state of Florida at any time during the preceding five years, the DCF instructions will be followed, per DCF e-mail 10/10/16, “Updates to Background Screening Process”. This document is available on the Coalition’s share drive folders, “Policies and Procedures”, then “Referenced Documents-Regulations”.

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

3. **Volunteers and Board Members**

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

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

Reading Pals

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

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

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

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

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

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

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

9. **Each Coalition employee, subcontractor employee, or volunteer for either organization, is required to notify the Coalition immediately or the next business day of being arrested for any criminal offense.** The Coalition will review the alleged offense within 48 hours of notification. If the

48-hour period falls on a Saturday, Sunday, or state or federal holiday, the determination shall occur the next business day. The Coalition will determine if the offense is one that would exclude the employee (or volunteer) under either the level I or level II background screenings (whichever is applicable), and if so remove the employee (or volunteer) from their assignment/position or remove them from working on a contract, if applicable. The employee (or volunteer), or contract staff, may not return to their work until cleared of all charges that would exclude the employee under a level 2 background screening.

SUBRECIPIENT/SUBCONTRACTOR/CONTRACTOR COMPLIANCE

1. Any subrecipient, contractor or subcontractor who does not meet the definition of “Qualified Entity” or who FDLE has determined does not meet the definition of “Qualified Entity” or whose employee(s) does not meet the definition but that employee(s) will perform duties under contract with the Coalition and are permitted unsupervised access to Coalition or DEL confidential information (about the children in care or their family or child care providers) shall comply with all of the above. However, the screening shall only include the equivalent of a level 1 that requires screening for employment history, statewide criminal correspondence checks through the Department of Law Enforcement, a check of the Dru Sjodin National Sex Offender Public Website and local criminal records check through local law enforcement agencies.

At the time of Contract approval, or change in staff during the course of a contract, the Coalition will supply the Contractor with the “Contract Employee Request and Approval Form” to ensure all applicable screenings are processed. The Contractor will have to submit the completed form with the cleared level II background screening documents, job descriptions, resume/work history, educational credentials and licenses required.

Once the Coalition has reviewed all documents, the Office Manager will approve, sign, date, and send back to the Contractor allowing the staff person to work on the Coalition’s contract. If they are not approved, the Coalition’s Office Manager will sign THAT portion of the form and follow-up with the Contractor regarding that decision.

2. Any contractor or subcontractor who does not meet the definition of “Qualified Entity” and who will perform duties under this contract but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about either a child in care or his family is not required to submit its employees to a background screening.

Sharing Criminal History Record Information (CHRI)

Processes associated with VECHS accounts (per April 7, 2023 email from DEL):

1. The sharing of Criminal History Record Information (CHRI) between your entity and the Department of Education, Division of Early Learning (DEL) during monitoring engagements will no longer be done. Instead, ELCs will provide a Letter of Attestation (LOA) of the completion of CHRI to validate background screening compliance for each employee/contractor sampled during a monitoring engagement. (DEL provided a template of this LOA.)
2. The sharing of any CHRI with other ELCs that are recognized as qualified entities is allowed, however the sharing of the CHRI must be recorded on a VECHS Dissemination Log and maintained by the entity. (DEL provided a template of this log.)

HR306 Family and Medical Leave Act

Effective Date: 02/19/08

Revision Date: 02/11/25

A. Employee Eligibility

Although the Coalition could, at any time, have less than 50 employees (one condition that mandates administration of and adherence to the FMLA), the Coalition has adopted and offers the benefits of the FMLA for employees of the Coalition who: (a) have worked for at least twelve (12) months; (b) have worked at least 1,250 hours during the twelve (12) month period preceding the leave; and (c) who work within a seventy-five (75) mile radius of their worksites. Those who have met these conditions may be eligible to receive a total of twelve (12) work weeks of unpaid leave during a twelve (12) month period when leave is taken for one or more of the following circumstances:

1. The birth of a son or daughter¹ of an employee and to care for the child
2. The placement of a son or daughter with an employee for adoption or foster care
3. To care for the spouse ~~or significant other~~², son, daughter, or parent³ of an employee, if the family member has a serious health condition, or
4. The employee is unable to perform the functions of the position because of the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job

This unpaid leave is referred to as "FMLA" leave.

Generally, each eligible employee of the Coalition is entitled to take a total of twelve (12) weeks of FMLA leave within a twelve (12) month period. However, if two (2) FMLA eligible employees of the Early Learning Coalition who are legally married or members of the same household seek to take FMLA leave for the: (a) birth of a child; (b) placement of an adopted child or foster child; or (c) to care for an employee's parent with a serious health condition, these employees may take no more than a combined twelve (12) weeks of FMLA leave within a twelve (12) month period. In all other FMLA-qualifying circumstances, however, eligible married or cohabitating employees of the Coalition are each permitted to take a total of twelve (12) weeks of FMLA leave in a twelve (12) month period.

B. Coalition's FMLA Year

¹ For the purposes of the Coalition's FMLA policy, the term "son," "daughter" and "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child in the care of an employee who is standing in the place of a parent, if the son, daughter, or child is under the age of eighteen (18), or if older than eighteen (18), is incapable of self-care because of a physical or mental disability.

² For the purposes of the Coalition's FMLA policy, the term "spouse" means a lawfully married husband or wife in accordance with Florida law ~~and the term "significant other" means any person whose association with the employee is similar to that of a spouse.~~

³ For the purposes of the Coalition's FMLA policy, the term "parent" means a biological parent, or someone who stood in the place of a parent for the employee when that employee was a "son," "daughter," or "child," as defined in footnote no. 1, above. This term does not encompass in-laws.

For the purposes of the Coalition's FMLA policy, the twelve (12) month year is based upon a fiscal year.

C. Continuous Versus Intermittent or Reduced Schedule FMLA Leave

Depending upon the reason for which the leave is being taken, an employee may be permitted to take FMLA leave upon either a continuous basis (i.e., all twelve (12) weeks at one time), or upon an intermittent or reduced schedule basis.

1. Continuous FMLA Leave

When medically necessary, FMLA leave may be taken by an employee on a continuous basis to care for a spouse ~~or significant other~~, child, or parent with a serious health condition, or in order to care for the employee's own serious health condition. Moreover, when an employee takes FMLA leave for either a birth of a child, or placement of an adopted child or foster child, such leave must be taken continuously, unless prior approval to take FMLA leave upon an intermittent or reduced schedule basis has been obtained from the Coalition's C.E.O.

In the case of the birth of a child, or placement of a child for adoption or foster care, the employee's entitlement to leave expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

2. Intermittent or Reduced Schedule FMLA Leave

When medically necessary, intermittent or reduced schedule leave can be taken in cases of an employee's own serious health condition, or the serious health condition of an employee's parent, child, or spouse ~~or significant other~~. As set forth above, absent the prior approval of the Coalition's C.E.O., intermittent or reduced schedule leave is not available for the birth or placement of a son or daughter.

Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. These blocks of time can vary in duration and there is no limit on the size of the increment, other than that an intermittent leave can be no smaller than the shortest period of time the Coalition uses to account for absences for payroll purposes, if such period is less than one (1) hour.

Reduced schedule leave is FMLA leave that results in a reduction of the employee's usual number of hours in a work day, or usual number of work days in a work week.

When intermittent or reduced schedule leave is taken in order for an employee, or an employee's parent, child, or spouse ~~or significant other~~, to receive foreseeable medical treatment for a serious health condition (i.e., doctor's appointments, physical therapy sessions, etc.), employees of the Coalition are expected to make a reasonable effort, subject to the health care provider's approval, to schedule such treatment so as to not unduly disrupt the Coalition's operations.

In the event an employee requests intermittent or reduced schedule leave due to a parent's, child's, spouse's ~~or significant other's~~, or the employee's own serious health condition, the employee may be transferred by the Coalition to a temporary alternative job, if available, for which the employee is qualified and which better accommodates the Coalition's needs and that of the employee.

D. An Employee's Obligation to Give Notice of a Need for Leave

Generally, employees are required to give the Coalition, through its C.E.O., a minimum of thirty (30) days advance notice of an employee's intent to take FMLA leave when the need for the leave is foreseeable because of one of the following reasons:

1. The expected birth of a baby
2. The expected placement of a child for adoption or foster care
3. Planned medical treatment for a son, daughter, spouse ~~or significant other~~, or parent with a serious health condition
4. Planned medical treatment in case of the employee's own serious health condition

However, if leave has to begin in less than thirty (30) days as a result of one of the above-referenced circumstances, the employee still must provide the Coalition, through its C.E.O., with advance notice "as soon as is practicable."⁴

When notice is not given in these circumstances, the employee will be considered to have taken "unauthorized leave." In such an event, an employer may disallow or deny the leave until the requirements of proper notice have been met. Additionally, the employee may be subject to appropriate disciplinary action.

E. An Employee's Obligation to Provide Medical Certification of the Need for Leave

When leave is requested based on a parent's, child's, spouse's ~~or significant other's~~, or employee's own serious health condition, the employee must provide, in writing, medical certification/documentation of the condition and the need for leave from the employee's health care provider. This certification/documentation must contain all of the following:

1. The date the serious health condition began
2. The probable duration of the condition
3. The appropriate medical facts regarding the condition, which are within the knowledge of the health care provider
4. Where leave is based on care of a spouse ~~or significant other~~, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that the need will continue
5. Where leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his or her job
6. Where intermittent or reduced leave is sought for planned medical treatment, a declaration from the health care provider stating that this kind of leave is medically necessary, the dates that treatment is expected to be given, and the duration of the treatment

Absent extraordinary circumstances, the employee seeking leave is required to provide the Coalition's C.E.O. with certification/documentation completed by his or her health care provider by the sixteenth (16th) day after the employer requests that such certification be provided. This certification will be treated as a confidential medical record and the information contained therein will be disclosed only on a strictly

⁴ For the purposes of the Coalition's FMLA policy, the terms "as soon as is practicable" ordinarily means within one (1) or two (2) business days of when the need for the leave becomes known to the employee.

need-to-know basis. Failure to provide this certification/documentation within the time specific may result in the suspension of FMLA leave, as well as disciplinary action, up to and including termination of employment.

F. Recertification, Fitness for Duty Certification and Periodic Reporting Requirements

1. Recertification

An employee, who has taken leave because of his or her own serious health condition, or that of a parent, child, or spouse ~~or significant other~~, is required by the Coalition to provide it subsequent written recertification of the serious health condition as follows:

- A. For pregnancy, chronic, or permanent/long term conditions under the continuing care of a health care provider, every thirty (30) days.
- B. If the minimum duration for the period of incapacity specified on the certification form furnished by the health care provider is more than thirty (30) days, then recertification must be provided once that minimum period has expired.
- C. For FMLA leave taken on an intermittent or reduced schedule basis, recertification must be provided once the minimum period of time specified on the certification form has passed.
- D. In all other circumstances, recertification must be provided upon request at any reasonable interval not less than thirty (30) days in duration.

Recertification may be required more frequently than set forth in A through D, above if: (i) the circumstances described in the previous certification have substantially changed; (ii) the Coalition receives information which casts doubt upon the employee's stated reason for the absence; and/or (iii) the employee requests an extension of the leave.

2. Fitness for Duty Certification

As a condition to restoring the employment of an employee whose FMLA leave was based on his or her own serious health condition, each employee returning from FMLA leave is required to provide, in writing, to the Coalition's C.E.O., a certification from the employee's health provider stating that the employee is fit to return to work.

3. Periodic Reporting Requirements

The Coalition requires each employee on FMLA leave to report periodically to its C.E.O., in writing, at least every two (2) weeks on his or her status and intention to return to work. Failure of the employee on leave to report periodically on his or her status may subject the employee to discipline for unexcused absences, up to and including termination of employment.

G. Exhaustion of an Employee's Accrued Paid Leave During Unpaid FMLA Absences

FMLA leave is unpaid leave. Generally, the Coalition requires that an employee's accrued annual, paid sick and vacation leave must be taken contemporaneously with the employee's FMLA absence.

An exception to this general rule may apply in circumstances in which the employee who is taking FMLA leave due to his or her own serious health condition is absent from work due to a workers' compensation injury or illness. In that event, time off due workers' compensation leaves occasioned by the employee's serious health condition will count toward the employee's twelve (12) week FMLA leave entitlement and the employee will receive workers' compensation wage loss benefits while on FMLA leave, instead of accrued paid sick, personal, or vacation leave. Once the workers' compensation benefits cease, if the employee is still absent from work due to a serious health condition and his or her twelve (12) weeks of FMLA leave have not expired, the employee must take any paid accrued sick, personal, or vacation leave he or she may have contemporaneously with the remainder of his or her unpaid FMLA leave.

H. Restoration of Employment upon the Conclusion of FMLA Leave

All eligible employees, except for "key employees,"⁵ who comply with all provisions of this policy and who return from FMLA leave prior to the expiration of their twelve (12) week FMLA entitlement, have the right to return to the job positions that they held immediately before they took leave, or they may be placed, if available and in the discretion of the Coalition, in an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. While on leave, eligible employees will retain all accrued benefits. Employees are not entitled to accrue seniority or paid, accrued leave benefits (i.e., sick, personal or vacation leave), during any period of FMLA absence. Moreover, employees restored to employment after the completion of FMLA leave are not entitled to any right, benefit or position of employment other than any to which they would have been entitled had they not taken the leave.

I. Maintenance of Group Health Coverage and Recovery of Insurance Premiums

The Coalition will maintain group health plan coverage for employees who are eligible to receive this benefit while they are on FMLA leave for the duration of the eligible employee's leave. Coverage will be provided on the same level and under the same conditions that coverage would have been provided if no leave had been taken.

Subject to the terms, conditions, and limitations of the applicable plans, the Coalition will continue to provide its portion of health insurance benefits for the full period of the approved FMLA leave. Premiums for any portion of benefits not paid by the Coalition will be the employee's responsibility for the duration of the leave or will recover the payments at the end of the leave period, in a manner consistent with the law. The payment must be received by the finance department by the 15th of each month. If the payment is more than thirty days late, the employee's health care and other insurance coverage may be dropped for the duration of the leave. Employees will be notified of the amount of their portion of applicable benefit premiums as soon as possible, once notice is given.

If the insurance coverage is dropped, the employee will be subject to re-enrollment into the plan and would be required to complete an evidence of insurability form.

⁵ A "key employee" is an individual whose job duties are crucial for the day-to-day operations of the Coalition, of which their absence could be detrimental to the continuation of operations, and whose job skills could not easily be substituted with any type of temporary staffing. In certain circumstances, the Coalition may deny restoration of employment after an FMLA absence of a key employee. That determination would be made by the Executive Director, C.E.O. and within seven days of the employee's request.

HR310 Bereavement Leave

Effective Date: 02/19/08

Revision Date: 02/11/25

During bereavement, a difficult time for all concerned, arrangements have been made to compensate employees for loss of earnings due to an absence because of a death in the immediate family. The policy relating to such absences is as follows:

Employees who wish to take time off due to the death of an immediate family member without loss of pay should notify their supervisor immediately. With the C.E.O.'s approval, employees are entitled to bereavement leave pay up to three (3) consecutive regularly scheduled work days upon death of an immediate family member. This benefit does not apply if the death in the immediate family occurs while the employee is on a leave of absence **without** pay.

Bereavement pay is calculated based on the base or hourly pay rate to a maximum of eight (8) hours for one day for regular full-time employees, and regular part-time employees will be paid to coincide with their normally scheduled days and hours. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

The Coalition defines "**immediate family**" as the employee's parent (biological or adoptive), legal guardian, brother, sister, spouse ~~or significant other~~, children, step-children, grandparent, grandchildren, grandparent-in-law, step-parent, parent-in-law, and sister and brother in-law. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

In no event will the payment for hours absent exceed the number of hours in the employee's established work schedule.

If possible, the employee must provide verification of the absence (i.e. death certificate, newspaper article, funeral program) prior to granting bereavement pay and submitted with his or her leave request.

HR507 Safe Vehicle Driving Policy and Cell Phone Usage Policy

Effective Date: 02/19/08

Revision Date: 05/07/14, 02/11/25

Safe Vehicle Driving Policy

All drivers and passengers must wear seat belts while operating any vehicle on agency business. No vehicle is to be driven in an unsafe manner or condition. If an employee does not wear their seat belt, and is involved in an on-the-job accident, workers compensation benefits may be reduced. Cell phones should not be used while operating a vehicle.

We value the safety and well-being of all employees. Due to the risk of motor vehicle accidents resulting from traffic congestion, unsafe driving habits, road conditions and distraction, the Coalition is instituting this vehicle driving policy. This policy applies to all employees who operate a motor vehicle on company business.

The safety and well-being of our employees is of critical importance to the organization. We each have a responsibility to not only protect ourselves when on the road but also should do our part to protect those around us. Employees who drive a personal vehicle on company business will be expected to consistently follow all the procedures below. Anyone unable to comply with the procedures below should immediately discuss these reasons with their supervisor PRIOR to driving on company business.

Procedures:

1. Seat belts must be worn whenever a vehicle is in motion. If not, this would be a violation of state law that can result in the reduction of Work Comp benefits. (Florida Statute 316.614 states it is “unlawful for any person to operate a motor vehicle in Florida unless each passenger and the operator of the vehicle under the age of 18 years are restrained by a safety belt or by a child restraint device”.)
2. Florida's hands-free driving laws prohibit drivers from using handheld devices while driving, and encourage drivers to use hands-free technology instead.
3. Engaging in other distracting activities including, but not limited to, eating, putting on makeup, reading or changing radio stations or music, is prohibited while driving, even when in slow-moving traffic.
4. Use of alcohol, drugs or other substances, including certain over-the-counter cold or allergy medications that in any way impair driving ability, is prohibited.
5. Drivers must conform to all traffic laws and make allowances for adverse weather and traffic conditions. Speeding and aggressive behavior will not be tolerated.
6. Any employee who is involved in an accident while driving for company purposes must IMMEDIATELY report the accident to local law enforcement as well as to the Office Manager and/or CEO.
7. Employees are responsible for any driving infractions or fines that result from their driving.
8. Employees approved to drive on company business are required to inform the Office Manager of any changes that may affect either their legal or physical ability to drive or their continued insurability.
9. If an employee has a change in license status or insurance coverage, they must inform the Office Manager and/or CEO.

Employees will be subject to disciplinary action up to and including termination for violating any of the above rules.

Cell Phone Usage Policy

This policy is intended to control the manner and means under which any employee may utilize a cellular telephone while on Coalition business, whether such telephone is issued by the Coalition or personally owned by the employee, with special emphasis on the time period when the employee is authorized and required to operate a licensed motor vehicle in order to perform work activities.

1. If the Coalition has issued a cellular telephone to an employee, the employee is authorized to use the cellular telephone for Coalition business only.
2. When an employee is authorized and required to operate a licensed motor vehicle for Coalition business, the employee should not use the is prohibited from using a cellular telephone for any purpose (calls, texts, etc.), (whether such telephone is issued by the Coalition or personally owned), while the employee is in the process of operating a motor vehicle.

The Coalition reserves the right to monitor employee compliance with this policy through appropriate means, including, but not limited to, monitoring of telephonic telephone calls via vendor cellular billing statements, and auditing of records reflecting use of cellular telephones. By accepting an Coalition owned cellular telephone or utilizing a personally owned cellular telephone on business, the employee consents to the Coalition's right to conduct monitoring to determine employee compliance.

3. This policy is intended to comply with existing federal, state or local laws and regulations which may control (a) the private usage of a Coalition cellular telephone, and (b) usage of a cellular telephone during the operation of a vehicle on Coalition business during the employee's work hours. Effective 10/01/13, texting on cell phones while driving is illegal (ref. Florida Statute 316.305). In addition, Florida Statute (316.614) states that it is "unlawful for any person to operate a motor vehicle in Florida unless each passenger and the operator of the vehicle under the age of 18 years are restrained by a safety belt or by a child restraint device".
4. Any employee who fails to comply with this policy will be subject to disciplinary action up to and including termination for any violation.

ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition’s Contract Management and Monitoring Policies and Procedures
Reason for Recommended Action	<p>EQUESTING RETRO-ACTIVE APPROVAL TO FEBRUARY 11, 2025 (THE DATE OF PROCESSING EXECUTIVE ORDER 14151, BELOW).</p> <p><u>Background:</u></p> <p>President Donald Trump issued executive order (E.O.) 14151 titled “Ending Radical and Wasteful Government DEI Programs and Preferencing” on January 20, 2025.</p> <p>E.O. 14151 directs the director of the Office of Management and Budget (OMB) to terminate all mandates, policies, programs, preferences, and activities relating to 'diversity, equity, inclusion, and accessibility.'</p> <p><u>Revisions:</u></p> <p>The Coalition Contract Management and Monitoring Policies and Procedures was reviewed and revised to clarify excerpts to be in line with E.O. 14151. <i>In short, we have revised any language that could render us out of compliance with the Federal Government.</i></p> <p>Policy Revised – CM302.</p> <p><u>Other Revisions:</u></p> <p><u>Revisions from annual review of Grant Agreement and policies:</u></p> <p>CM701 – <u>Contract Monitoring</u>,</p> <ul style="list-style-type: none"> • Added Vendor Contract Monitoring section. • Added “sub-recipient” to section that was already in the policy. <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not have the most accurate and updated Policies and Procedures.
How the Action will be accomplished	RETRO-ACTIVE APPROVAL Approval of the revisions listed above.

CM302 Contract Requirements

Effective Date: 04/08/15

Revision Date: 03/16/16, 12/07/16, 02/07/18, 06/12/19, 03/10/21, 12/01/21, 12/07/22, 05/08/24, 02/11/25

Contract Overview

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

Contracts should CONTAIN:

- A specific and clearly defined scope of work
- Documentation required to be maintained by the contractor to evidence the completion of tasks.
- Specific deliverables (quantifiable, measurable and directly related to the scope of work)
- Specific criteria that will be used to determine the contractor's successful performance of each deliverable.
- Financial consequences that the agency/entity must apply if the contractor fails to perform in accordance with the contract.
- Sub-contracting/sub-granting terms, if applicable
 - The contractor should be required to use a competitive procurement method or provide a detailed cost analysis for services obtained from subcontractors.
 - If the contract is a cost reimbursement contract, any subcontractor should also be a cost reimbursement contract.
- All terms and conditions necessary to govern the relationship between the contractor and the subcontractor.
- Payment terms (e.g., frequency of payments, method of payment and required documentation)
- Specific steps for pro-rating invoice amounts if minimum performance standards are not met. Remember, cost reimbursement and fixed price agreements should include minimum performance standards that ensure an adequate level of services are provided.
- Contracts with subcontractors must contain standard audit language regarding federal and state financial assistance.
- The timing, nature and substance of all reports the contractor/subcontractor is required to prepare
- A provision for the disposition of property purchased with coalition funds. If the contractor is for contractual services and the property is defined as "property" in Coalition policy #F402, it should be returned to the coalition upon contract termination. Disposition of non-expendable property acquired with state or federal financial assistance must be disposed of in accordance with applicable rules and regulations.

- Specific sanctions for noncompliance/nonperformance of required services
- All required/applicable contract provisions/disclosures in writing. [2 CFR Part 200.327] See Coalition Accounting and Financial Policy #F304, “Written Procedures for Allowable Costs” section for more information.

Contracts should REQUIRE:

- The contractor and subcontractors maintain both cost and programmatic records for five years and allow the coalition access to the records.
- The contractor/subcontractor to have an adequate cost accounting system or require the contractor/subcontractor to maintain a separate bank account.
- A financial status report (summary of activity and costs) submitted prior to the final payment.
- Return of all unused funds
- All costs to be reasonable, allowable, allocable and documented, and require repayment for all disallowed costs
- Bonding for construction-related contracts. (if allowable). [2 CFR Part 200.326]
- Cleared Background Screenings and Credentials of Contractor employees assigned to work on the contract (if applicable). See Coalition Personnel Policy #HR204 for more information.

Price Cost Analysis

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

- For any agreement in excess of Category Two, a format similar to the one provided by the State (See CFOM No. 01, July 2021) will be used.
- For any agreement less than Category Two that meets the criteria for a cost analysis, other written forms and details can be used to document the process.

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

NOTE:

- Competition (2 or more responses) When evaluating the responses, per CFOM No. 01, to be reasonable, a cost must be evaluated to determine that the amount does not exceed what a prudent person would incur given the specific circumstances.
- Fixed price/fixed rate agreements with vendors, which have been competitively procured by evaluation of two or more responses, and competitively procured fixed price/fixed rate agreements with recipients will require further cost analyses. Per CFOM No. 01, each separate line item for any agreement must be evaluated to determine whether the cost is allowable, reasonable and necessary. Each miscellaneous cost must be specifically identified.
- Cost reimbursement and/or cost plus fixed fee agreements always require cost analysis.
- ITN, Single Source, and non-competitive procurements require price and cost analyses. The objective is to negotiate an agreement of a type and a price that provides the greatest incentive for efficient and economical performance.

Contract Renewals and Extensions

Renewals

Pursuant to Section 287.057(13), F.S., coalitions may renew contracts for commodities or contractual services for the original term of the contract or for a period that may not exceed three (3) years, whichever period is longer. The coalition must provide documentation justifying that the renewal is in the best interest of the State and keep such justification in the contract file. Renewals are contingent upon satisfactory performance evaluations by the coalition, are subject to availability of funds, and must be

authorized by mutual agreement in writing. Contractors shall include the cost of any contemplated renewals in their responses, and the renewal, if any, is subject to the same terms and conditions set forth in the initial contract. Exceptional purchase contracts pursuant to Section 287.057, paragraphs (3)(a) (emergency procurements) and (c) (single source procurements) may not be renewed.

Extensions

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

Contract Provisions

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

Federal Considerations [2 CFR Part 200.327; 2 CFR Part 200 Appendix II]

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

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

Audit Requirements

A. Accounting and auditing requirements

1. During the course of any state fiscal year, the Office, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States or any of their duly authorized representatives may review operations of and records from the Contractor.
2. Any of the above-listed reviews may identify questioned costs. The Contractor shall have an opportunity to substantiate or appeal the finding or questioned cost(s). Any unresolved questioned costs may become disallowed federal and state program costs. Section 17.04, F.S., and 2 CFR §200, require Contractors to repay disallowed federal and state program costs. Contractors/grantees may not pay disallowed costs with federal grant, state grant or matching funds.
3. The Contractor agrees that legal expenses and related costs in the defense or prosecution of any claim or appeal against the state government or any of its agencies are not reimbursable costs. However, 2 CFR §200 Subpart E allows reasonable legal expenses and related costs required in administering early learning programs within administrative expenditure limitations for SR and VPK Programs.

B. Monitoring

1. **Monitoring activities.** The Office is responsible for monitoring grant, subrecipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. In accordance with 45 CFR §75.342 (also 2 CFR §200.329), *Monitoring and reporting program performance*, subrecipient monitoring must cover each program, function and activity. Such monitoring activities may include, but are not limited to, onsite visits by DEL/ELC staff or contracted consultants, limited scope audits as defined by 2 CFR §200, and/or other procedures. By entering into the agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes DEL/ELC deems appropriate. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the HHS, the Florida DFS or the Florida Auditor General.
2. **Related party disclosures.** The Contractor shall ensure that all related party transactions are included in the financial statement footnote disclosures in accordance with requirements defined in Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 850, *Related Party Disclosures*. In addition, the grantee shall comply with all applicable provisions of Chapter 112, F.S., Public Officers and Employees, as required by s. 1002.83(9), F.S. and s. 1002.84(21), F.S. for related party transactions and with disclosure instructions for conflicts of interest as defined in 2 CFR 200.318.
 - 2.1. Documentation of related party activity to support proper written notification to the entity's governing board is required and must be submitted to DEL for review/acceptance. Such supporting documentation includes the following items.
 - 2.1.1. The impacted individual must complete the necessary conflict of interest disclosure forms.
 - 2.1.2. Any governing board member(s) benefitting from the activity must disclose in advance in writing the conflict of interest and must abstain from the vote process.
 - 2.1.3. Meeting minutes that reflect a valid vote of approval by two-thirds vote of the entire membership of the governing board.
 - 2.1.4. A copy of the agreement or written summary of the transaction including the start date, purpose, amount/cost incurred and funding/OCA code(s) charged.
 - 2.1.5. Related documentation to verify compliance with state purchasing rules.
 - 2.2. No related party activities may be executed without approval from the Office.
 - 2.2.1. Transactions under \$25,000 must be submitted to DEL for processing within 30 days after receipt of governing board approval.
 - 2.2.2. Transactions of \$25,000 or more must be submitted to DEL for prior written approval before the contract/agreement/activity can be executed.
 - 2.3. Related party activities and/or conflicts of interest occur when for any transaction the benefits of an interested party may be seen as competing with those of the State of Florida. Such conflicts of interest:
 - 2.3.1. May be financial or non-financial.
 - 2.3.2. May include actual, potential and perceived conflicts of interest.
 - 2.3.3. Include organizational conflicts of interest that occur because of a relationship with an affiliate or subsidiary organization.
 - 2.3.4. May occur due to governing board members and/or active entity employees.
 - 2.4. Each ELC shall submit one electronic copy of the support files described above in Section 2.1 and any other supporting files considered necessary electronically to the report recipient indicated in Exhibit VI – List of Reports. If the ELC does not have access to the DEL SharePoint site, DEL will provide alternative written instructions.
3. **Internal controls** – auditor documentation. The Contractor shall obtain the internal control work papers from the auditor(s) performing the annual independent financial statement audit. The Contractor shall keep these work papers onsite as part of its financial records and shall provide a copy to DEL/ELC as part of the financial reporting package as instructed in section C.3. Report Submission, below.

4. **Internal controls – annual self-assessment.** The Contractor must perform an internal controls self-assessment using DEL’s annual Internal Control Questionnaire (ICQ) Survey Form. The Contractor shall provide a copy of the completed annual ICQ to ELC, as instructed below, by **August 31** of each grant award period unless ELC provides other written instructions.
 - 4.1. The annual ICQ will help the Contractor document that the primary objectives for internal controls pertaining to compliance requirements for federal programs, including the following, are met in accordance with 2 CFR §200.303:
 - 4.1.1. The Contractor properly records and accounts for transactions.
 - 4.1.2. The Contractor executes transactions in compliance with laws, regulations and contract provisions.
 - 4.1.3. The Contractor safeguards funds, property and other assets against loss due to unauthorized use or disposition.
 - 4.1.4. Reasonable measures are taken to safeguard protected personally identifiable information (PPII) and other information the Federal awarding agency or the Office consider sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
 - 4.2. DEL/ELC will provide the annual ICQ form in electronic format to the Contractor by **July 1** of each award period, unless DEL/ELC makes other arrangements.

C. Audits

1. Federally-funded

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

- 1.1. According to the Subpart F-Audits 45 CFR §75.501(a), non-federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part and other applicable federal regulations. Guidance on determining Federal awards expended is provided in 45 CFR Part 75.502 (2 CFR §200.502).
- 1.2. The Office’s Notice of Award indicates Federal resources awarded through the Office by this agreement. In determining the Federal awards expended in its fiscal year, the ELC shall consider all sources of Federal awards, including Federal resources received from the Office. In connection with the audit requirements, the recipient shall also fulfill the following instructions related to auditee responsibilities as provided in 45 CFR §§75.508 through 75.512 (also 2 CFR §§200.508 through 200.512), as well as the following additional state-level requirements. The financial statements shall disclose whether the grantee met the matching requirement for each applicable contract/grant in accordance with DEL Program Guidance 440.10 – Match Reporting.
 - 1.2.1. The ELC shall fully disclose in the audit report all questioned costs and liabilities due to DEL with reference to the DEL grant award(s), agreement(s) or contract(s) involved.
 - 1.2.2. The audit procedures and Single Audit reports must include DEL’s annual financial and programmatic monitoring report results, as applicable.
- 1.3. The ELC is responsible for submitting the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the Federal Audit Clearinghouse within the earlier of thirty (30) days after receipt or nine months after the fiscal year’s end of the audit period.

- 1.4. If the ELC expends less than \$750,000 in federal awards in its fiscal year, a federal Single Audit is not required. If the ELC still elects to have an audit conducted in accordance with the provisions of 2 CFR §200, then the cost of the audit must be paid from non-federal resources (i.e., the ELC must pay the audit costs from resources obtained from non-federal and non-state entities).

2. State-funded

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

- 2.1. The Office’s Notice of Award indicates State resources awarded through the Office by this agreement. In determining the State awards expended in its fiscal year, the ELC shall consider all sources of State awards, including State resources received from the Office.
- 2.2. In the event the ELC expends \$750,000 or more of state financial assistance in any fiscal year, the ELC must have a state single or project-specific audit conducted accordance with the Florida Single Audit Act; Chapter 69I-5, F.A.C.; Rule 61H1-20.0093, F.A.C., Chapter 10.550 – Local Government Entity Audits or Chapter 10.650 – Florida Single Audit Act Audits Non-profit and For-profit Organizations.
- 2.3. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Office, other state agencies and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- 2.4. If the ELC expends less than \$750,000 in state financial assistance in its fiscal year, a Florida Single Audit is not required. If the ELC still elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from non-state resources (i.e., the ELC must pay the audit costs from resources obtained from non-federal and non-state entities).
- 2.5. Pursuant to s. 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.
- 2.6. Find additional information regarding the Florida Single Audit Act at the Florida DFS website State Single Audit resources.

3. Special Audit Testing Requirements

- 3.1. It is essential that the audit firm test the Contractor's monthly reconciliation of its financial records to the Single Statewide Information System (SSIS). To report on the audit tests performed, the auditor must include a statement in the Schedule of Findings and Questioned Costs confirming the following: (a) the Contractor staff performs this reconciliation monthly; (b) the Contractor has processes in place to identify and correct errors noted during the monthly reconciliation process; and (c) the Contractor's financial records and the SSIS records (or acceptable equivalent documentation files tested/audited) were reconciled and in agreement as of the annual program year end (June 30th). Finally, a statement must be included to indicate the auditor's work papers include documentation to verify tests of these tasks were performed and such work papers are available for review by DEL/ELC staff upon request.
- 3.2. If such testing was not completed, or if these statements are missing from the annual audit report, the auditor's annual procedures will be considered incomplete/deficient and the Coalition will receive notice of such in the OIG’s annual Management Decision.
- 3.3. All funds administered by the Coalitions must be included in the audit coverage. This includes funds that are provided to any auxiliary entity over which the Coalition exercises controlling influence, such as a foundation. For purposes of this Agreement, all foundations or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.

- 3.4. For any affiliated organization, at a minimum the audit report should disclose the entity's mission/purpose and summarized financial data including total assets, liabilities, net assets, revenues, expenditures, and the entity's relationship to the Coalition's activities. The auditor may need to provide other disclosures and presentations (such as consolidated financial statements) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities such as FASB Statement of Position (SOP) 94-3.

4. Report submission

- 4.1. Copies of reporting packages (including any management letter issued by the auditor and the ELC's written corrective action plan response(s)) for federal Single Audits required by Sections C.1. and C.2. above shall be submitted as required by 2 CFR §200.512, by or on behalf of the ELC directly to each of the addresses indicated.
- 4.2. Submit one electronic copy of the financial reporting package and files described above in Section B.3. to the **Coalition's Finance Manager** and the Office at the following address:
Division of Early Learning

Financial Management Systems Assurance Section (FMSAS)

Email – OEL.Questions@oel.myflorida.com

Website – DEL Share Point site:

*DEL Portal/Partners/Contractor site/FMSAS Document Exchange – Restricted/20XX-XX
FMSAS/Annual Audit Report Files*
- 4.3. Submit the Single Audit Reports and the required federal Data Collection Forms (SF-FAC) electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt or nine months after the fiscal year's end of the audit period.
- 4.4. Submit one paper copy by mail and one electronic copy of the financial reporting package to the **Coalition's Finance Manager** and the Auditor General's Office at the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us
Website: <https://flauditor.gov/>

The ELC shall indicate in correspondence accompanying the reporting packages the date of delivery from the auditors to the ELC for the reporting package.
- 4.5. All items Auditor General Rule 10.656(3) requires, as described on the [Auditor General's Financial Reporting Package Submittal Checklist](#) and the related [checklist instructions](#) must be included for a reporting package to be considered complete.

Certifications and Assurances

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

I. Federal certifications – applicable to ALL ENTITIES as noted

- A. Cost allocation plan or indirect cost rate proposal.
- B. Proper expenditure reporting.

- C. Smoking Prohibitions (Pro-Children Act of 2001).*
 - D. Status as a non-major corporation.
 - E. Debarment, suspension and other responsibility matters.*
 - F. Drug-Free Workplace. * - *applies to purchases of services of \$100,000 or more*
 - G. Environmental Tobacco Smoke Certification
 - H. Filing and payment of taxes.*
 - I. Lobbying.* - *certification applies to purchases of \$100,000 or more*
- *applies to all vendor/contractor and subrecipient agreements, contracts and awards*

II. Federal or state-required assurances – applicable to DEL SUBRECIPIENTS as noted

- A. 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.).* - *applies to purchases of \$150,000 or more*
 - B. Conflicts of Interest. *
 - C. Contract Work Hours and Safety Standards Act.*
 - D. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c).*
 - E. Davis Bacon Act, as amended (40 U.S.C. 276a, et seq.).*
 - F. Equal Employment Opportunity (EEO).*
 - G. Procurement of recovered materials.*
 - H. Purchase of American-Made Equipment and Products.*
- *applies to all vendor/contractor and subrecipient agreements, contracts and awards as noted*

Descriptions of the following requirements are provided in DEL’s most recent annual grant agreement:

- A. Assurances – Non-Construction Programs
- B. Certification Regarding Convicted and Discriminatory Vendor List, Section 287.133 Florida Statutes
- C. Unauthorized Aliens; Employment Prohibited, Section 448.09, Florida Statutes
- D. Facility **Accessibility** Statement
- E. Separation of VPK and SR Program Funds, Section 1002.71(1) and (7) F.S., and 45 CFR Part 98.54
- F. Audit Requirements
- G. Certification Regarding Immigration Status
- H. Certification Regarding Standards of Conduct
- I. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organizations for Reform Now (ACORN)
- J. The Transparency Act
- K. Scrutinized Companies Lists Provisions and Certification (s. 287.135, F.S.)
- L. Certification Regarding Subrecipient Monitoring
- M. Assurance for Proper Expenditure Reporting
- N. CCDF Salary Cap Annual Testing Requirements
- O. Certification Regarding Non-profit Organization Status as a Non-major Corporation
- P. Certification of Cost Allocation Plan or Indirect Cost Rate Proposal
- Q. Procurement of Recovered Materials
- R. Assurances - Construction Programs, if applicable
- S. Other Miscellaneous/General Disclosures
- T. Conflicts of Interest
- U. Procurements and other Purchases
- V. Property
- W. Purchase of American-Made Equipment and Products
- X. Reporting of Matters Related to Recipient Integrity and Performance

Y. Compensation Report Requirements

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

Other Required Clauses

Remedies:

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

Termination:

All contracts with an amount expected to exceed \$10,000 [per Appendix II to 45 CFR Part 75 and Appendix II to 2 CFR, Part 200] shall contain suitable provisions for termination for cause and for convenience by the recipient and subrecipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

Right to Audit:

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

This Right to Audit clause shall permit access to and review of all documentation and processes relating to the vendor’s operations that apply to the Coalition, as well as all documents maintained or processed on behalf of the Coalition, for a period of three years. The clause shall state that such audit procedures may be performed by the Coalition employees or an outside auditor or contractor designated by the Coalition. And the clause shall allow unilateral cancelation for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are exempt from s. 24(a), Art. I of the State Constitution and s. 119.07(1).

CM701 Contract Monitoring Overview

Effective Date: 08/28/07

Revision Date: 02/04/09, 06/02/10, 02/02/11, 02/01/12, 02/11/25

This section provides a guide for conducting contract monitoring for the Early Learning Coalition of North Florida's contracts (both sub-recipient and vendors). The sub-recipient contract monitoring can encompass administrative and programmatic standards expected to be met by the Coalition's contractors according to the Coalition's standard contract, its attachments, Florida Statutes (F.S.), Florida Administrative Code (F.A.C.), federal regulations and Coalition policy.

Contract Monitoring Definition

Contract monitoring is the acquisition, review, and reporting of information about the Coalition's contractor's compliance with the contract's terms and conditions, both administrative and programmatic. In order to maximize the Coalition's limited resources and minimize disruption to the contractor, contract monitoring will integrate administrative and programmatic elements to the greatest extent possible.

Sub-recipient Contract Monitoring

A. Tools

The Grants and Operations Manager is responsible for developing the contract monitor tools based on the contract terms and conditions as well as DEL and other governmental agency requirements.

A. Contract Monitoring Frequency

Every contract issued by the Coalition shall be monitored at least once per quarter.

B. Contract Monitoring Schedule

The Grants and Operations Manager shall develop contract monitoring schedules for each contract year and each contract.

Contract monitoring schedules should be planned to assure the coordination of programmatic and administrative contract monitoring for each contractor. The Finance Manager and Grants and Operations Manager must schedule the entire monitoring over quarterly reviews, to ensure on-going reviews of each contract.

The Finance Manager and/or Grants and Operations Manager may conduct unscheduled site visits to the contractor if there is reason to believe problems exist or such a visit is warranted.

Vendor Contract Monitoring

The contract file must document the Contract Manager's activities to verify that the deliverables were received and were in compliance with criteria established in the agreement. Monitoring activities must be adequate to provide reasonable assurance that contract deliverables have been provided as required by the agreement.

The Coalition conducts periodic monitoring of agreements to validate a vendor's performance. The monitoring process would include the following components:

- Evidence to support conclusions reached during its monitoring process
- Corrective Action Plan (if required)
- Follow-up on Corrective Action (if required)

Contractual service invoices submitted by a vendor to the Coalition for payment processing must clearly identify, at a minimum, the dates of services, a description of the specific contract deliverables provided during the invoice period and the quantity provided, and the payment amount specified in the agreement for completion of the deliverable(s) provided.

Required information may be submitted on the invoice or in a report format along with any other information required by the terms of the agreement.

ACTION ITEM SUMMARY

DESCRIPTION	Accounting and Financial Policies and Procedures Revisions
Reason for Recommended Action	<p>REQUESTING RETRO-ACTIVE APPROVAL TO FEBRUARY 11, 2025 (THE DATE OF PROCESSING EXECUTIVE ORDER 14151, BELOW).</p> <p><u>Background:</u></p> <p>President Donald Trump issued executive order (E.O.) 14151 titled “Ending Radical and Wasteful Government DEI Programs and Preferencing” on January 20, 2025.</p> <p>E.O. 14151 directs the director of the Office of Management and Budget (OMB) to terminate all mandates, policies, programs, preferences, and activities relating to 'diversity, equity, inclusion, and accessibility.'</p> <p><u>Revisions:</u></p> <p>The Coalition Personnel Policies and Procedures Manual was reviewed and revised to clarify excerpts to be in line with E.O. 14151. <i>In short, we have revised any language that could render us out of compliance with the Federal Government.</i></p> <p>Policies Revised – F301 and F701.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition’s Accounting and Financial Policies and Procedures would not be up-to-date nor compliant.
How the Action will be accomplished	RETRO-ACTIVE APPROVAL of Accounting and Financial Policies and Procedures revisions

F301 PURCHASING POLICIES AND PROCEDURES

Effective Date: 08/28/07

Revision Date: 03/19/08, 08/06/08, 09/16/09, 05/19/11, 07/01/11, 02/12/13, 04/03/13, 09/18/13, 12/04/13, 03/19/14, 09/17/14, 04/08/15, 11/04/15, 03/16/16, 12/07/16, 09/20/17, 03/10/21, 03/09/22, 02/11/25

Overview

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

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

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

Responsibility for Purchasing

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

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

Prior Approval Guidance

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

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

Non-Discrimination Equal Opportunity Policy

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

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

Procurement Procedures and Thresholds – See Coalition Procurement Policy and Procedure

Purchasing Authorization Levels

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

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

Vendor Files and Required Documentation

The Accounting Department shall create an annual accounts payable folder for each new vendor from whom the Coalition purchases goods or services.

A blank Form W-9 will be mailed to each new contract vendors. Completed forms shall be filed in a permanent W-9 folder. Vendors who do not comply with this request shall be reviewed; and if applicable issued a Form 1099 at the end of each calendar year in accordance with the policies described in the section of this manual on “Government Returns.” See the section on “Payroll and Related Policies” for guidance on determining whether a vendor should be treated as an employee.

Receipt and Acceptance of Goods

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

1. Review bill of lading for correct delivery point

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

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

F701 BUDGETING

Effective Date: 08/28/07

Revision Date: 03/19/08, 02/12/13, 03/19/14, 11/04/15, 12/07/16, 09/11/19, 03/09/22, 02/11/25

Overview

Budgeting is an integral part of managing any organization in that it is concerned with the translation of the organizational goals and objectives into financial and human resource terms. A budget should be designed and prepared to direct the most efficient and prudent use of the Coalition's financial and human resources. A budget is a management commitment of a plan for present and future Coalition activities that will ensure survival. It provides an opportunity to examine the composition and viability of the Coalition's programs and activities simultaneously in light of the available resources.

Budgets are also prepared for funding sources. Awarding agencies may or may not require approval for changes in line items. The Coalition will document and follow all such requirements.

Preparation and Adoption

The Coalition will prepare an annual budget on the accrual basis of accounting. The Finance Manager gathers budget information from the previous year's expenditures and prepares the first draft of the budget for the C.E.O. to review.

After appropriate revisions by the Finance Manager, a draft of the Coalition-wide budget is presented to the Board of Directors for discussion, revision, and initial approval.

It is the policy of the Coalition to adopt a final budget approximately 30 days before the beginning of the Coalition's fiscal year. The purpose of adopting a final budget at this time is to allow adequate time for the Accounting Department to establish appropriate accounting and reporting procedures (including any necessary modifications to the chart of accounts) to ensure proper classification of activities and comparison of budget versus actual once the year begins.

Budgets for programs that are not on the Coalition's fiscal year will be prepared in accordance with awarding agency requirements.

Monitoring Performance

The Coalition monitors its financial performance by comparing and analyzing actual results with budgeted results. This function shall be accomplished in conjunction with the quarterly financial reporting process described earlier.

On a quarterly basis, financial reports comparing actual year-to-date revenues and expenses with budgeted year-to-date amounts shall be produced by the Finance Manager. All budget variances will be reviewed at the Quarterly Board meetings through the Financial Manager's reports to the board..

Budget and Program Revisions

The Coalition will request prior approval from Federal awarding agencies for any of the following program or budget revisions:

1. Change in the scope or objective of the project or program, even if there is no associated budget revision requiring prior written approval.
2. Change in a key person specified in the application or award document.
3. The absence for more than three months, or a 25 percent reduction in time devoted to the project.
4. The need for additional Federal funding.
5. The transfer of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa, if approval is required by the Federal awarding agency.
6. The ~~inclusion~~ addition, unless waived by the Federal awarding agency, of costs that require prior approval in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
7. The transfer of funds allotted for training allowances (direct payment to trainees) to other categories of expense.
8. Unless described in the application and funded in the approved awards, the sub award, transfer or contracting out of any work under an award. (However, this provision does not apply to purchases of supplies, materials, equipment or general support services.)

Budget Modifications

After a budget has been approved by the Board of Directors and adopted by the Coalition, reclassifications of budgeted expense amounts of more than \$1,000 may be made by the Finance Manager, with approval from the C.E.O.

Any budget modification resulting in an increase in budgeted expenses or decrease in budgeted revenues shall be made only with approval of the Board of Directors.

ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition’s Information Technology Systems and Security Policies and Procedures Manual
Reason for Recommended Action	<p>REQUESTING RETRO-ACTIVE APPROVAL TO FEBRUARY 11, 2025 (THE DATE OF PROCESSING EXECUTIVE ORDER 14151, BELOW).</p> <p><u>Background:</u></p> <p>President Donald Trump issued executive order (E.O.) 14151 titled “Ending Radical and Wasteful Government DEI Programs and Preferencing” on January 20, 2025.</p> <p>E.O. 14151 directs the director of the Office of Management and Budget (OMB) to terminate all mandates, policies, programs, preferences, and activities relating to 'diversity, equity, inclusion, and accessibility.'</p> <p><u>Revisions:</u></p> <p>The Coalition Information Technology Systems and Security Policies and Procedures Manual was reviewed and revised to clarify excerpts to be in line with E.O. 14151. <i>In short, we have revised any language that could render us out of compliance with the Federal Government.</i></p> <p>Policy Revised – IT701.</p> <p><u>Other Revisions:</u></p> <p>The following policies had revisions from annual review with new IT Vendor, TruTech:</p> <p style="padding-left: 40px;">IT201 – <u>Use of Coalition IT Property</u>, added review and enforcement procedure for downloads or installation of software.</p> <p style="padding-left: 40px;">IT303 - <u>Access and Security</u>, added protection products for data in transit and data at rest.</p> <p style="padding-left: 40px;">IT401 – <u>Backup Systems and Storage</u>, corrected ‘from’ to ‘to’ offsite location for server backup services. Added Microsoft emails and Microsoft TEAMS platforms are backed up.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not have the most accurate and updated Policies and Procedures.
How the Action will be accomplished	RETRO-ACTIVE APPROVAL of the revisions listed above.

IT201 Use of Coalition IT Property

Effective Date: 10/01/08

Revision Date: 08/24/12, 12/04/13, 04/08/15, 03/16/16, 03/22/17, 03/11/20, 03/09/22, 12/07/22, 05/08/24, 02/11/25

Acceptable Use of Coalition Property

Use of the Coalition's computers and electronic communications technologies is for program and business activities of the Coalition. These resources shall be used in an honest, ethical, and legal manner that conforms to applicable license agreements, contracts, and policies regarding their intended use.

The Coalition's information systems are to be used predominately for Coalition related business. However, limited personal use may be permitted so long as it conforms to this policy and does not interfere with business operations or an employee's performance of duties.

UNDER ALL CIRCUMSTANCES, PERSONAL USE BY EMPLOYEES MUST COMPLY WITH THE GUIDELINES PROVIDED IN THIS POLICY AND SHALL NOT CONFLICT WITH AN EMPLOYEE'S PERFORMANCE OF DUTIES AND RESPONSIBILITIES FOR THE COALITION. Personal use may be denied when such use requires an inordinate amount of information systems resources (e.g. storage capacity, bandwidth, etc.). All internet software downloads must be granted permission by the Office Manager.

Although incidental and occasional personal use of the Coalition's communications systems are permitted, users automatically waive any rights to privacy.

Waiver Of Privacy

The Coalition has the right, but not the duty, to monitor any and all aspects of its information system, including, but not limited to, monitoring employees use of the internet, reviewing material downloaded or uploaded by employees, and reviewing email sent and received by employees. Employees waive any right to privacy in anything they create, store, send, or receive on the Coalition's information systems.

In addition, the information, ideas, concepts and knowledge described, documented or contained in the Coalition's electronic systems are the intellectual property of the Coalition. The copying or use of the Coalition's intellectual property for personal use or benefit during or after employment (or period of contract) with the Coalition is prohibited unless approved in advance by the C.E.O.

All hardware (laptops, computers, monitors, mice, keyboards, PDAs, printers, telephones, fax machines, etc.) issued by the Coalition is the property of the Coalition and should be treated as such. Users may not physically alter or attempt repairs on any hardware at any time. Users must report any problems with hardware to the Office Manager.

Use of Computer Workstations and Software

Computer workstations (PCs) are the property of the Coalition and not the personal property of the individual employee. The following shall apply to PC and software use:

Virus Scanners

The Coalition complies with requirements for antivirus programs described in Division of Early Learning (DEL)'s IT Security Policy. The Coalition maintains current antivirus controls on its computer systems. This includes servers, laptops, and desktop computers. The system will automatically download and distribute virus signature updates to the server, desktop computers, and laptops. The antivirus software is monitored by the Coalition's IT vendor. File system scans of all systems are conducted automatically. The Coalition's antivirus software protects data, scanned documents, emails and attachments, and internet sites before use. In addition, the Coalition utilizes antivirus programs that scan portable media devices such as flash drives, CD's, and other storage devices before use. Documentation is maintained to verify the purchase and installation of antivirus software by either the Coalition Office Manager or the Coalition IT Vendor.

Any computer used for remote access to the Coalition's and/or DEL's network/databases must have an ICSA (International Computer Security Association) approved antivirus software loaded and updated on a regular basis. This includes any laptop or workstation used by an employee working from home. Employees are prohibited from accessing these networks or databases from home if their personal computing devices do not meet these antivirus software requirements updated and monitored by antivirus protection by IT Vendor.

Users are prohibited from unloading, disabling, or altering the configuration of the antivirus software. Users are not allowed to bypass the virus scanners when logging onto a PC.

Users are also required to report any suspicious activity on their computers to the Office Manager. This activity includes, but is not limited to: cursor or mouse moving on its own, uncharacteristically slow performance, or a change in behavior of the system, etc. If a virus is found, the user should immediately call the IT support staff so they can inform the user of what steps to follow. If the user should have to leave a message on voice mail, turn the computer off and wait for their response. Do not continue to use the PC if a virus has been found.

Download/Installation of Software

The installation of new software without the prior approval of Office Manager is prohibited. If an employee desires to install any new programs, permission should first be obtained from the Office Manager. Software should not be downloaded from the internet, and employees should never download files from an unknown or suspicious source. This is a common mechanism for the introduction of computer viruses. If internet-based software is needed, the Office Manager should be contacted to perform the download. To enforce this policy the IT Vendor support staff has installed a zero-trust security software that requires elevation or review of any newly installed software that is not on an approved list.

Unauthorized Software

No software other than authorized software is to be loaded onto the PC. The Coalition does not condone the illegal duplication of software. The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless the manufacturer does not provide a backup copy. Unauthorized duplication of software is a federal crime.

Copyrights and License Agreements

It is the Coalition's policy to comply with all laws regarding intellectual property. The Coalition and its employees are legally bound to comply with the Federal Copyright Act (Title 17 of the U. S. Code) and all proprietary software license agreements. Noncompliance can expose the Coalition and the responsible employee(s) to civil and/or criminal penalties. This policy applies to all software that is owned by the Coalition or licensed to the Coalition.

Coalition Ownership – Other IT Categories

The Early Learning Coalition will own and/or have rights to the following types of information technology that was initiated for the sole use and discretion of the Coalition. These types of IT items may include, but are not limited to:

- Cell phone numbers
- Web addresses
- Twitter handles
- Face Book pages
- Blogs
- Other social media
- Includes login ID and passwords (as well as security challenge questions and answers)
- Cloud storage locations (server, drop box, google docs, etc.)
- Equipment issued
- External, offline storage devices

Once a Coalition employee, acting on behalf of the Coalition has initiated/registered/acquired/purchased any of the above items, it becomes the legal property of the Coalition.

Removal of Data Prior to Equipment Disposal

The Coalition (or its IT vendor) will ensure that removal of data, especially sensitive client or operational data, is removed prior to disposing of all technological devices. This includes such items as servers, computer hard drives, laptops, digital copiers, and flash drives. The Coalition will utilize a vendor who will run “file-shredding” software on all electronic media, including computer hard drives, prior to disposing of computer equipment. This software should perform low-level formatting or use a “wipe” utility. The software must overwrite all areas of the computer’s hard drive in a manner that makes it impossible for subsequent users to retrieve any of the data on the hard drive. For hard drives, the IT Vendor may also use a recycling service which **actually** shreds (physically) the hard drives in a large metal shredding device. If this is done, the IT Vendor will verify the actual shredding and the recycling organization will provide a receipt. When this is done, the vendor will provide documentation of the actual cleansing activity (and that it has been completed before disposal) with the next monthly billing invoice.

In addition, a safeguard has been added to the inventory report. A column was added to document the date and person responsible for ensuring equipment/devices were properly ‘cleansed’ of all entity data by the IT Vendor and/or Coalition personnel.

IT303 Access and Security

Effective Date: 10/01/08

Revision Date: 02/04/09, 02/03/10, 02/02/11, 02/01/12, 08/24/12, 03/16/16, 03/22/17, 06/12/19, 03/09/22, 06/15/22, 09/14/22, 12/07/22, 05/08/24, 02/11/25

Referenced Legislation and Guidance

DEL Grant award Exhibit I, Section F, *Breach of Security/Confidentiality*
Florida Administrative Code & Florida Administrative Register Rule 60gg-2.001

(Note: Please find these referenced documents/regulations in the “Referenced Documents-Regulations” folder in the “Policies and Procedures” folder located in the Coalition “Company Share” drive. Contact the Coalition Grants and Operations Manager should there be any difficulty in finding a document or regulation.)

The Three Critical Components of a Total Information Security Strategy

Data at Rest

Data is at rest when it is stored on a hard drive. In this relatively secure state, information is primarily protected by conventional perimeter-based defenses such as firewalls and anti-virus programs. However, these barriers are not impenetrable.

Organizations need additional layers of defense to protect sensitive data from intruders if the network is compromised.

Encrypting hard drives is one of the best ways to ensure the security of data at rest. Other steps can also help, such as storing individual data elements in separate locations to decrease the likelihood of attackers gaining enough information to commit fraud or other crimes.

Data in Use

Data in use is more vulnerable than data at rest because, by definition, it must be accessible to those who need it. Of course, the more people and devices that have access to the data, the greater the risk that it will end up in the wrong hands at some point. The keys to securing data in use are to control access as tightly as possible and to incorporate some type of authentication to ensure that users aren't hiding behind stolen identities.

For Data at Rest or In Transit, all sensitive data will be encrypted using AES-256 or stronger. Data in transit is protected by VPN, and data at rest is protected by BitLocker encryption on local machines.

Access Controls

The confidentiality and integrity of data stored on agency computer systems must be protected by access controls (both on-site and remotely) to ensure that only authorized employees have access. The Coalition maintains compliance with all DEL IT Security policies and procedures. Access shall be restricted to only those capabilities that are appropriate to each employee's job duties. All staff (and subrecipient/subcontractor staff) with access to ELC data systems complete the Department of Education's AUP form (Acceptable Use Policy form) upon hire and/or position (responsibility) transfer and annually thereafter.

Employees assume all responsibility for their access to the Coalition's information systems. Passwords or access codes must not be shared with others. Any individual password to access the information systems belongs to the Coalition and information regarding usage of the Coalition's information systems is accessible at all times by management for any business purpose. Unauthorized access to information systems is prohibited. No one should use the ID or password of another; nor should anyone provide his or her ID or password to another, except in cases necessary to facilitate computer maintenance and repairs and then only to authorized Coalition Information Technology staff, management, or contracted vendor of IT services. When any user terminates his or her relationship with the Coalition, passwords are changed immediately and his or her access and use of the Coalition's information systems is prohibited.

Physical Security and Access

The Coalition's server is provided by the Coalition's IT vendor and is housed in a secured datacenter. Physical access logs must be retained for a minimum of three years, in compliance with 60GG requirements. The datacenter has an emergency lighting device within reach, or an emergency lighting system. In addition, the datacenter has a gas-based fire extinguishing system. The Coalition, through its IT vendor, uses a cloud-based server.

All critical computer equipment is stored in secure locations and access is restricted to only those individuals who require such access for the performance of their job responsibilities.

Access to network and Windows servers is privileged to the Coalition's IT staff and/or IT vendor who require this level of access based on their function and training levels.

The Coalition's staff have controls and processes in place to physically safeguard the entity's operating systems. The Coalition currently complies with requirements described in Chapter 60GG-2 FAC State of Florida Cybersecurity Standards.

A list of such controls for computer equipment include, but are not limited to:

- Heating/cooling standards
- Smoke detectors
- Fire suppression
- Uninterruptible power supplies
- Locks/access
- Alarms
- Cameras
- Instructions for visitors

incident Security

No passwords will be allowed that block entry to a PC or to specific applications or files without prior approval from the employee's supervisor. Users are responsible for safeguarding their login passwords. Passwords may not be shared, printed, or stored online. Users should not leave their computers unattended without logging off. If a user suspects that the secrecy of their password has been compromised they should report this to the Office Manager immediately and initiate a password change request.

Prohibit password sharing and reuse

For a password to have any value, it must be confidential. That means password sharing must be generally prohibited. Exceptions to password sharing can leave employees vulnerable to social

engineering attacks, such as an attacker posing as a help desk representative and asking to use an employee's password to troubleshoot an application.

Similarly, passwords shouldn't be reused for multiple accounts. This is a fundamentally insecure practice that multiplies the odds of falling victim to a data breach.

For all passwords the Coalition follows the Chapter 60GG-2 FAC State of Florida Cybersecurity Standards, which requires a Complex Password. A Complex Password is a password sufficiently difficult to correctly guess, which enhances protection of data from unauthorized access. Complexity requires at least eight characters that are a combination of at least three of the following character types: uppercase letters, lowercase letters, numbers, and special characters (@, #, \$, %, etc.)

The Coalition passwords are changed every 90 days and unique passwords are required at each change. The IT vendor ensures that password updates are set up to be generated on demand every 90 days, and that the new password meets the password criteria.

Other DEL policy protocols for passwords require guidelines for the storage and visibility of passwords and certain instructions on how to setup and assign passwords (for example, avoid using the "remember password" feature on web sites and other applications).

After five attempts to access a system with incorrect passwords, that system will be subjected to a lockout time of 15 minutes. This lock feature is set to mitigate brute-force based attacks.

In addition to password security, all Coalition PC's are protected by installed 10 minute time out screen savers, requiring the user's password to re-enter their PC's.

Azure (MFA)

Multi-factor authentication is a process in which users are prompted during the sign-in process for an additional form of identification, such as a code on their cellphone or a fingerprint scan. MFA is mandatory for all privileged accounts.

If you only use a password to authenticate a user, it leaves your data insecure and at risk for attack. If the password is weak or has been exposed elsewhere, an attacker could be using it to gain access. When a second form of authentication is required, security is increased because this additional factor isn't easy for an attacker to obtain or duplicate.

Azure AD Multi-Factor Authentication works by requiring two or more of the following authentication methods:

- Something you know, typically a password.
- Something you have, such as a trusted device that's not easily duplicated, like a phone or hardware key.
- Something you are - biometrics like a fingerprint or face scan.

Azure AD Multi-Factor Authentication can also further secure password reset. When users register themselves for Azure AD Multi-Factor Authentication, they can also register for self-service password reset in one step. Administrators can choose forms of secondary authentication and configure challenges for MFA based on configuration decisions.

Coalition staff won't need to change apps and/or IT services to use Azure AD Multi-Factor Authentication. The verification prompts are part of the Azure AD sign-in, which automatically requests and processes the MFA challenge when needed.

Database Security

The Coalition complies with requirements for restrictions on access to sensitive or confidential data described in DEL's IT Policy and Program Guidance 101.02, *Records Confidentiality*. This includes identifying and safeguarding confidential records, Personally Identifiable Information (PII), and Protected Personally Identifiable Information (PPII). (*Please refer to "Definition" section of this policy for more information on these items, as defined by DEL Program Guidance 101.02, Records Confidentiality*). (*Also refer to the Coalition's Confidentiality policy #OP201.*)

Database Access is granted to users via the application level only. Changes at the database level are permitted by the database administrator only. Application controls are used to ensure proper access to information within applications based on the responsibility of the staff member. Log files are maintained for changes to all databases.

Mobile Computing Devices are strictly controlled by the Early Learning Coalition. This policy applies to all Coalition-owned mobile devices including, but not limited to laptops, smart phones, tablets and external hard drives/flash drives. Such devices are limited in use and are only serving in the capacity of an access agent to the primary server. In the event of the loss or theft of a laptop, no information would be present on the device. In addition, the Coalition utilizes media storage devices that are password protected and scanned for viruses before each use. The devices (flash drives, thumb drives, laptops, email transmissions, etc.) shall not contain confidential data unless the device is fully encrypted and password protected. In the event of a loss or theft of a smart phone, tablet or other mobile device, the Office Manager will ensure the Coalition performs a "remote wipe" of the device clearing it of any Coalition information. If an employee is expected to use their personally-owned mobile/cell phones, they must do so by securely accessing emails or software applications through multi-factor authentication. Other than that function, or a failure in primary phone systems, employee cell phone use for Coalition purposes is prohibited.

Portable Storage Media or Peripheral Device Security

The Coalition, including its employees, subcontractors, agents, or any other individuals to whom the Coalition exposes confidential information obtained under this agreement, shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information without encryption software installed on the devices meeting the standards prescribed in the National Institute of Standards and Technology Special Publication 800-111 [<http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-111.pdf>].

Remote Access is provided to all Coalition staff. Encryption is used on both the data sent from and to their workstation. Log records are maintained on all workstations and firewall logs are monitored for unusual activity. The Coalition prohibits the use of personal devices to download or store sensitive or confidential data.

Access to the Coalition's Internal Network is restricted by a hardware firewall. The firewall performs multiple network and security functions such as antivirus, antispyware, firewall, intrusion prevention, and device and application control for complete workstation protection. The network is further protected from spam and viruses by a third party filtering system. In addition, the Coalition is protected against email information loss and business disruption during planned or unplanned outages by access to a web-based email console. During an outage, all inbound and outbound email continues to be filtered to protect the Coalition from threats.

Electronic Imaging and Signatures

Electronic imaging is used to generate official operating records and transaction files. The Coalition has an effective system of controls in place that ensures digital images of the original paper document are accurately represented because staff scan all documents in their entirety.

Staff are instructed to retain all documents per the Coalition's record retention policy to ensure access to the images are not destroyed, but remain accessible until the applicable retention period expires.

If changes to an electronic image are necessary and authorized, staff are instructed to save a copy of the unaltered, original file.

Electronic Signatures must be unique to the signer. To utilize electronically signed documents, the Coalition ensures that signers use a unique signature they control which can be verified via a mechanism such as login or IP address of the signer in a read only format so as not to be altered.

Security and Problem Management

The Coalition's IT vendor records all reports of problems, security incidents, and Coalition requests for services to ensure that these events are responded to and/or resolved within the required four hour response time. In addition, the IT vendor must have the capability to install/perform an automated alert system, with the firewall, to report any unauthorized or malicious activity.

The Coalition is also required to document and provide the following details for any/each incident, and report to DEL:

- (i) The nature of the unauthorized use or disclosure
- (ii) The confidential information used or disclosed
- (iii) Who made the unauthorized use or received the unauthorized disclosure
- (iv) What the Coalition has done or shall do to mitigate any harmful impact of the unauthorized use or disclosure and
- (v) What corrective action the Coalition has taken or shall take to prevent similar future unauthorized use or disclosure incidents.

Breach of Security or Security Incident

Coalition staff are required to report any breach/security incidents. The Coalition must notify DEL's Inspector General (at Inspector.General@del.fldoe.org) and Information Security Manager (at Information.Security@del.fldoe.org) within 24 hours, in writing of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives.

IT401 Backup Systems and Storage

Effective Date: 10/01/08

Revision Date: 02/03/10, 04/08/15, 03/16/16, 06/12/19, 03/09/22, 05/08/24, 02/11/25

Battery Backup

The Coalition utilizes emergency battery backup devices to ensure productivity during times of possible electronic interference.

Offsite Backup and Storage

The Coalition maintains backup copies and archives of records and complete emails through the use of a network server data backup service, provided by the IT vendor, ~~from~~ to an offsite location. In addition, the IT Vendor provides backups for Microsoft Sharepoint, Microsoft Emails, and Microsoft TEAMS platforms. The backup files must be encrypted and the offsite storage must have a security level of at least a “Tier 4” secure data location. The vendor is required to sign the Coalition’s confidentiality agreement (policy #OP201) before services are provided, and the backups are performed daily. Access to backup files shall be limited to those employees that it is appropriate. Multiple copies of backup files are recommended so as to not overwrite the most recent backup. For auditing purposes, the IT vendor will provide evidence of the backup activities with each monthly billing invoice.

Data Backup and Restore Testing

The Coalition’s IT vendor is required to perform regularly scheduled tests of its capability to restore data files from backup storage. At a minimum, these tests must be done monthly. In addition, the IT vendor will provide evidence of the recovery testing with additional documentation submitted with each monthly report.

The Coalition complies with requirements for data backups described in the DEL IT Policy.

The IT Vendor is responsible for ensuring procedures are in place to perform:

- nightly backups
- annual review and recommendations for updates to policies and processes for changes in IT operations
- review of the backups
- testing and restoring of backup files, as identified as important by the Coalition

The Coalition is responsible for ensuring that the above services are completed and documented.

IT701 Misuse of Computers and IT Systems

Effective Date: 10/01/08

Revision Date: 01/24/18, 03/11/20, 02/11/25

Misuse Use of Computers and Electronic Information Systems

Misuse of Coalition electronic information systems is prohibited. Although most users strive for acceptable and responsible use of the systems and resources, inexperienced users may unwittingly engage in behaviors that violate the principles and guidelines of responsible and acceptable use. To that end, this section outlines some of the more common forms of violations that occur. These examples should not be interpreted as an exhaustive list of violations. Questions regarding the appropriateness of specific behaviors should be directed to the Office Manager.

Misuse or violations include but are not limited to the following:

1. Viewing, listening, or engaging in any communication that is objectionable, ~~discriminatory,~~ defamatory, pornographic, obscene, ~~racist, and sexist or that evidences religious bias,~~ or is otherwise of a derogatory nature toward any specific person, ~~or toward any race,~~ nationality, ~~gender,~~ marital status, ~~sexual orientation,~~ religion, disability, physical characteristic, or age group.
2. Browsing, downloading, forwarding and/or printing pornographic, profane, discriminatory, threatening or otherwise offensive material from any source including, but not limited to, the Internet.
3. Engaging in any communication that is in violation of federal, state or local laws, or using information systems for any illegal or unauthorized purpose.
4. Using electronic communications to harass or threaten other employees in such a way as to create an atmosphere, which unreasonably interferes with their work environment. Similarly, using electronic communications to harass or threaten other information recipients in addition to Coalition users.
5. Promoting religious beliefs or tenets.
6. Campaigning for or against any candidate for political office or any ballot proposal or issue.
7. Sending, forwarding, redistributing or replying to “chain letters” or sending chain letters or unauthorized mass mailings or transmitting a crippling number of files across a network.
8. Using unauthorized passwords to gain access to another user’s information or communications on the Coalition’s systems or elsewhere.
9. Advertising, solicitation or other commercial, nonprogrammatic use.

10. Attempting to modify or remove computer equipment, software, or peripherals without proper authorization.
11. Violating any software license or copyright, including copying or redistributing copyrighted software without the written authorization of the software owner.
12. Knowingly introducing a computer virus into the communications systems or otherwise knowingly causing damage to the systems, such as launching a computer worm, computer virus or other rogue program.
13. Using the systems in a personal manner that interferes with normal business functions in any way, including but not limited to excessive recreational or nonbusiness use, streaming audio from the internet during business hours, stock tickers, internet gaming, installing unauthorized software, etc.
14. Excessive personal use of technologies that preempts any business activity or interferes with the Coalitional productivity.
15. Sending abusive, harassing, obscene, hoax or forged messages, including messages sent under someone else's username.
16. Sending email messages under an assumed name or obscuring the origin of an email message sent or received.
17. Gambling or engaging in any activity or action through the use of electronic information systems that violates Coalition policies and regulations, or federal, state, or local laws.
18. Engaging in any activity that is in violation of the Coalition's Code of Ethics (policy #OP202) and/or policies and procedures, including this policy.

Disciplinary Action for Violations

The Coalition requires all users (employees, consultants, and outsourced vendors conducting business on behalf of the Coalition) to adhere to all Coalition Information Technology Systems and Security Policies and Procedures. Violations of this policy will result in disciplinary action up to and including termination of employment or cancellation of contracts.

Reporting of Suspected Violations

Suspected violations of these policies should be immediately and confidentially reported to the C.E.O. If the employee does not prefer to discuss it with the C.E.O., the employee may contact any member of the Executive/Administrative Committee.

The Coalition reserves the right to install programs that monitor employee use of the internet and electronic communications systems, and to act on any violations of these policies found through use of

such programs. The Coalition further reserves the right to examine any and all electronic communications sent or received by employees via the Coalition's electronic communications systems.

ACTION ITEM SUMMARY

DESCRIPTION	Revisions to the Coalition’s Procurement of Commodities and/or Contractual Services Policies and Procedures Manual
Reason for Recommended Action	<p>REQUESTING RETRO-ACTIVE APPROVAL TO FEBRUARY 11, 2025 (THE DATE OF PROCESSING EXECUTIVE ORDER 14151, BELOW).</p> <p><u>Background:</u></p> <p>President Donald Trump issued executive order (E.O.) 14151 titled “Ending Radical and Wasteful Government DEI Programs and Preferencing” on January 20, 2025.</p> <p>E.O. 14151 directs the director of the Office of Management and Budget (OMB) to terminate all mandates, policies, programs, preferences, and activities relating to 'diversity, equity, inclusion, and accessibility.'</p> <p><u>Revisions:</u></p> <p>The Coalition Procurement of Commodities and/or Contractual Services Policies and Procedures Manual was reviewed and revised to clarify excerpts to be in line with E.O. 14151. <i>In short, we have revised any language that could render us out of compliance with the Federal Government.</i></p> <p>Policies Revised – PR101 and PR402.</p> <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would not have the most accurate and updated Policies and Procedures.
How the Action will be accomplished	RETRO-ACTIVE APPROVAL of the revisions listed above.

PR101 Overview

Effective Date: 08/28/07

Revision Date: 12/07/11, 12/04/13, 12/07/16, 12/07/22, 02/11/25

Purpose

This operating procedure establishes policy and furnishes the procedures to ensure that the Coalition, through its contracting process, protects the funds it disburses, derives the maximum return of services from those funds, and is in compliance with applicable state and federal laws, rules, and regulations governing contracts for services.

Legislative Direction:

Chapters 287 and 1002.83(13), 1002.84(13) and (21), and 215.971 Florida Statutes, as well as 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 215) provides procurement procedures, specifies certain contract terms and conditions, and specifies legislative intent. The legislative intent is that:

- fair and open competition be recognized as a basic tenet of public procurement;
- such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably fairly and economically; and
- documentation of the acts taken and effective monitoring mechanisms are important means of curbing any improprieties and establishing public confidence in the process by which contractual services are procured.

It is essential to the effective and ethical procurement of contractual services that there be a system of uniform procedures to be utilized by the Coalition in managing and procuring contractual services, that detailed justification of Coalition decisions in the procurement of contractual services be maintained, and that adherence by the Coalition and the contractor to specific ethical considerations be required.

Policy

Good judgment requires that the Coalition utilize the resources allocated by the legislative process to the fullest extent possible to provide mandated and needed services to the constituency it serves. It is the responsibility of the Coalition to ensure that the expenditure of these resources responds to legislative direction in a balanced fashion. Proper application of the provisions of the Contract Management and Monitoring Policies and Procedures will aid in accomplishing this objective and ensure compliance with applicable state procurement requirements.

When purchasing commodities and/or contractual services for the purpose of conducting Coalition business, the Coalition will follow all State and Federal guidelines as established legislatively. Further, the Coalition will not enter into a contract in support of internal operations unless funding is available within the Coalition operating budget.

Unrestricted funds purchases must be in line with the Coalition's mission, and the expenditures made in accordance with the Coalition's purchasing approval thresholds. However, purchases made with unrestricted, non-governmental funds are not subject to F.S. 287 or other governmental regulations regarding procurement. Therefore, Coalition staff will only follow F.S. 287 procedures when it is deemed necessary and requested by either the C.E.O. or the Board.

PR402 Types of Procurements

Effective Date: 12/04/13 (separated from policy #PR401)

Revision Date: 12/04/13, 07/14/14, 12/07/16, 09/20/17, 06/15/22, 12/07/22, 05/08/24, 02/11/25

Types of Procurement

There are primary, allowed methods of procurement:

Discretionary Purchases, Small Purchases, Competitive Procurement, and Noncompetitive Procurement.

To determine the appropriate method of procurement to use, the following must be known:

- The services for which the contract will be awarded
- The funding sources of the contract, the amount of funds anticipated to be spent on the contract
- The type of provider (if possible), and the manner in which the amount of payment is determined.

Basic Procedures for the Different Types of Procurement

Discretionary Purchases

Procurement by discretionary purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$2,500* (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute discretionary purchases equitably fairly among qualified suppliers. Discretionary purchases may be awarded without soliciting competitive quotations if the Coalition considers the price to be reasonable. [2 CFR Part 200.320] However, the Coalition will comply with good purchasing practices per state purchasing guidance. (**up to \$2,500 for DEL transactions*).

Small Purchases/Informal Quotations

Small Purchases and/or informal quotations are procurements of goods/contractual services costing less than or equal to \$35,000. To the best extent, at least three proposals should be requested.

- 1) These purchases shall be carried out using written quotations or written records of telephone quotations or informal bids* to be opened upon receipt, whenever practical. Should verbal quotations be received, the name and address of the company and the amount quoted shall be a part of the written quotation. If only one quotation is received, a written statement as to why more quotations were not received must be prepared and filed in the procurement file in order to document the provider selection.

*An informal bid is submitted to a prospective customer in response to a request for bids. The bid itself is a written estimate of the cost to the customer to supply goods and/or services that the customer wants.

- 2) Written material documenting small purchase procedures must be maintained in the procurement file. At a minimum, the file must include the following: names of individuals taking part in the development or selection of criteria for evaluating persons or firms contacted, the date of contact, the prices or rates quoted, a statement as to why the quotation selected represents the most advantageous offer to the Coalition in terms of service and price, and a Conflict of Interest Statement from all individuals involved in making the procurement decisions.
- 3) The Coalition may create a “routine office supply list” for quotes (also referred to as a “shopping basket”), at the beginning of the fiscal year, and obtain several quotes to select one vendor to use throughout the year. Also, the Coalition should request a discount for any annual purchasing agreements.
- 4) The Coalition reserves the right to reject any and all quotes or offers, if deemed to be in its best interest.
- 5) Coalition officers, employees, and/or agents are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from vendors or potential vendor.
- 6) The Coalition sales tax exemption number is used for all Coalition purchases. In no case shall the Coalition sales tax exemption number or Coalition credit accounts with vendors be used for personal purchases.

Competitive Procurement

All purchases/contracts in excess of \$35,000 that are not exempt under subsections 287.05(3)(f) or (g), F.S. must be competitively procured. This includes purchase transactions that could accumulate a cost of over \$35,000 during the time period of each fiscal year or term of the agreement (i.e., when counting any/all planned renewal years or periods). The Coalition has three procedures for competitive procurement to ensure fair and open competition: The Request for Proposal (RFP), the Invitation to Bid (ITB), and the Invitation to Negotiate (ITN). If only one proposal is received under competitive procurement, then this proposal shall be viewed as non-competitive, is known as a ‘single response’ and is an ‘exceptional’ procurement, which requires DEL prior approval for contracting.

For purchases of contracted services that could accumulate a cost of over \$35,000 during the period of a fiscal year, term contracts may be used to establish a vendor, at the beginning of the fiscal year, to utilize throughout the year. For a commodities contract (such as an educational or office supplies contract) the formal bid process would include a sample of the items that would possibly be purchased during the year.

Noncompetitive Procurement

For the Coalition’s purposes, there are several types of Noncompetitive Procurement. They are:

- State Term Contracts (s. 287.056 and 287.057 F.S.)
- Single/Sole Source (s. 287.057(3)(c), F. S.)
- Emergency (s. 287.057(3)(a), F. S.)
- Regulated Exempted Services (s. 287.057(3)(f), F.S.)
- Specific Appropriations (Reference DEL Program Guidance 240.23)
- Request for Information (287.012, F.S., defines) (Reference DEL Program Guidance 240.23)

Exceptions to competitive procurement are provided in recognition of specific unusual and/or extraordinary situations. In these instances, the Coalition will document and justify noncompetitive procurement as described below.

State Term Contracts

State Term Contracts are competitively procured by the DMS pursuant to section 287.057, F.S., and used by agencies and eligible users pursuant to section 287.056, F.S.

State term contracts negate the need for informal bids. Each State Term Contract has specific directions on how to use that must be followed. Negotiations by the Coalition will still be required. The details of this agreement must be documented in the contract/vendor file. The use of a state term contract will not replace or serve to substitute for other federal and state requirements applicable to procurement and contracts. Cost/price analysis is required for purchases over Category Two.

State contracts may be accessed by visiting https://www.dms.myflorida.com/business_operations/state_purchasing.

Whenever possible, the Coalition will use state and local inter-entity agreements to procure common or shared goods and services. [2 CFR Part 200.318(e)].

Florida Statute 287.056(2) states, “Agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contract vendor for commodities or contractual services available on state term contract from that vendor. The purpose of a request for quote is to determine whether a price, term, or condition more favorable to the agency or eligible user than that provided in the state term contract is available. If an agency issues a request for quote for contractual services for any contract with 25 approved vendors or fewer, the agency must issue a request for quote to all vendors approved to provide such contractual services. For any contract with more than 25 approved vendors, the agency must issue a request for quote to at least 25 of the vendors approved to provide such contractual services. Use of a request for quote does not constitute a decision or intended decision that is subject to protest under s. 120.57(3).” Per DEL email April 14, 2022 “State Term Contracts”, this process is only required if requesting quotes (RFQ’s) from multiple approved State Term Contract Vendors (not separate procurements). Although the State has already completed many of the required procurement tasks for state term contractors on behalf of eligible users, other documentation instructions from state purchasing rules (cost/price analysis requirements, PO and/or contract terms/conditions, Statement of Work details, deliverables, financial consequences, etc.) also apply.

File Requirements for Sole Source (Single Source) or other Non-competitive Proposals [45 CFR Parts 75.329(f) and 75.332; s. 216.3475, F.S.]

- Documentation of the Coalition’s determination criteria for a sole-sourced transaction.
 - The item is only available from one single source;
 - The public emergency precludes delay resulting from competitive solution (for example, a flood at a local ELC administrative office or large local service provider requires the immediate acquisition of additional services);

- DEL or USDHHS gave prior written authorization for non-competitive proposals; and
- After solicitation of a number of sources, competition is determined inadequate.
- Cost analysis, (i.e., verifying the proposed scope of work or goods/services data and the evaluation of the specific elements of costs and negotiating profit (if applicable)) is required. *Note: Grant rules state this is a mandatory task for sole source procurement. A cost/price analysis should be completed by staff prior to receiving any bid or fee information.*

Single/Sole Source Procurement

Single source procurement may be utilized if there is only one interested vendor or if conditions warrant negotiation on the best terms and conditions. The Coalition must follow the instructions per “CFO Memo No. 1” effective July 1, 2021, DEL’s guidance, “Single Source Procurement ELC Final 01.06.23” as well as use the forms listed within the guidance, and DEL Program Guidance 240.23 Attachment A. DEL prior approval is required before the Coalition can proceed with this type of procurement (DEL Guidance 240.05). Single source negotiation requires the approval of the C.E.O., and DEL approval if the amount of the contract exceeds the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO (\$35,000).

Single/Sole Source Procurement PROCEDURES:

Per s. 287.057(3)(c), F.S., when the Coalition believes that commodities or contractual services are available only from a single source, the Coalition will do the following:

1. Electronically post a description of the commodities or contractual services sought for a period of at least fifteen (15) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.
2. If it is determined in writing by the Coalition, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Coalition will do the following:
 - a. [If the amount of the contract is less than the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000)] provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s. 120.57(3) (*posting of award and protest procedures*).
 - b. [If the amount of the contract exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000)] request approval from DEL/DMS for the single-source purchase. The Coalition must initiate its request for approval via submission to DEL on the required forms prescribed by the DMS. The request may be electronically transmitted. If DEL approves the request, the Coalition must then provide notice of its intended decision to enter a single-source contract in the manner specified in s. 120.57(3) (*posting of award and protest procedures*).
3. If the Coalition determines in writing the goods/services are only available from a Single Source, the Coalition must comply with the following procedures.

- a. Provide notice of the ELC’s decision to enter into a Single Source purchase by electronically posting DMS Form PUR 7778 for 72 hours (not including Saturdays, Sundays, or state holidays), in accordance with s. 120.57(3). F.S.
 - b. If the ELC receives any information from prospective vendors because of the above-described public notice, the ELC must remove the form from the posted website and make a written determination addressing each prospective vendor’s submission and an explanation of why the prospective vendor submission(s) does not meet the ELC’s requirement(s).
4. For the procurement file, the Coalition will document the key decisions regarding the provider selection process to include:
- a. Evidence to show why formal sealed competitive purchasing practices (RFP/ITB) were not practicable and/or in the best interest of the Coalition.
 - b. Evidence to show action taken to be competitive to the greatest extent possible.
 - c. Evidence showing reasons for selection of the provider to which the contract will be awarded.

Emergency Procurement

Emergency procurement may be made pursuant to Section 287.057(3)(a), Florida Statutes. DEL prior approval is required before the Coalition can proceed with this type of procurement (DEL Guidance 240.05).

The procedures for requesting and processing an emergency contract are:

The Coalition will forward an e-mail to the Purchasing Office (Division of Early Learning) requesting approval to proceed with an emergency purchase. The e-mail shall contain the following information at a minimum:

- 1) Name of Vendor
- 2) Amount of Purchase
- 3) Detailed Explanation as follows:
 - Request for approval to proceed with an emergency purchase
 - Circumstances that created the emergency
 - Identification of the danger to the public health, safety or welfare, or other substantial loss to the state
 - Description of efforts performed to obtain pricing from at least two vendors, or description of the immediate increased danger that would result from such efforts
 - Request for approval to proceed with an emergency purchase

Upon receipt of the above information, the ELC will file Form PUR 7800, “Notice of Emergency Purchase,” within thirty (30) days after date of issuance of the emergency contract.

Note:

- Emergency contracts cannot be renewed as defined in Section 287.012(20), F.S.
- Emergency contracts need not be posted electronically or by any other means.

Regulated Exempted Services Procurement

Subsection 287.057(3)(e), F.S., specifically exempts the services listed in 1 through 14 below from the competitive procurement process. Contracts for services and conditions included in the following list are still subject to all other provisions of Chapter 287, Florida Statutes.

1. Artistic Services. For the purposes of this subsection, the term “artistic services” does not include advertising or typesetting. As used in this subparagraph, the term “advertising” means the making of a representation in any form in connection with a trade, business, craft, or profession in order to promote the supply of commodities or services by the person promoting the commodities or contractual services.
2. Academic Program Reviews. If the fee for such services does not exceed \$50,000
3. Lectures by Individuals.
4. Legal Services. Including attorney, paralegal, expert witness, appraisal, or mediator services.
5. Health Services.
 - a. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration.
 - b. Beginning January 1, 2011, health services, including, but not limited to, substance abuse and mental health services, involving examination, diagnosis, treatment, prevention, or medical consultation, when such services are offered to eligible individuals participating in a specific program that qualifies multiple providers and uses a standard payment methodology. Reimbursement of administrative costs for providers of services purchased in this manner shall also be exempt. For purposes of this sub-subparagraph, “providers” means health professionals, health facilities, or organizations that deliver or arrange for the delivery of health services.
6. Services Provided by the Not-For-Profit to the Disabled. Services provided to persons with mental or physical disabilities by not-for-profit corporations that have obtained exemptions under the provisions of section 501(c)(3) of the United States Internal Revenue Code or when such services are governed by the provisions of Office of Management and Budget Circular A-122. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
7. Medicaid services delivered to an eligible Medicaid recipient unless the agency is directed otherwise in law.
8. Family placement services.
9. Prevention Services. Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.
10. Training/Education Services. Training and education services provided to injured employees pursuant to subsection 440.491, F.S.
11. Services or commodities provided by governmental agencies.

12. Statewide public service announcement programs provided by a Florida statewide nonprofit corporation under section 501(c)(6) of the Internal Revenue Code, which have a guaranteed documented match of at least \$3 to \$1.

13. Prescriptive assistive devices for the purpose of medical, developmental or vocational rehabilitation of clients are exempt from solicitation requirements and must be procured pursuant to an established fee schedule or by any other method that ensures the best price for the state, taking into consideration the needs of the client. Prescriptive assistive devices include, but are not limited to, prosthetics, orthotics, and wheelchairs. For purchases made pursuant to this paragraph, Coalitions shall annually file with DEL a description of these purchases and methods of procurement so DEL can report annually to DFS. (Source: s. 287.057(3)(d), F.S.)

Specific Appropriations (aka Statutorily Mandated Purchases)

At times, the Florida Legislature or United States Congress may mandate which vendor an agency (or entity) may do business with or the rate of payment to a specific vendor. This is the defining criteria for statutorily mandated purchases, which may exempt a contract from competitive procurement.

Request for Information (RFI)

According to section 287.012, F.S., Request for Information (RFI) means a written or electronically posted request made by the ELC to vendors for information concerning commodities or contractual services.

Responses to such requests are not offers and **may not be accepted by the ELC to form a binding contract**. This process may be used to develop the scope of work when not known. The RFI should describe the Coalition's needs, identify what information is needed, and provide a method of communication. Pricing information should not be requested or submitted as part of this process. Vendors submitting answers to an RFI are not prohibited from responding to any related subsequent solicitation.

ACTION ITEM SUMMARY

DESCRIPTION	Approval of our 2025-2026 COOP (Continuity of Operations Plan)
Reason for Recommended Action	<p>The COOP (Continuity of Operations Plan) establishes policy and guidance to ensure the continued execution of the mission-essential functions continue should an emergency threaten or incapacitates operations and require the relocation of selected personnel and functions of the Coalition and/or its subcontractor(s).</p> <p>The COOP is to be revised if needed and submitted to OEL before May 1st of every year. The revisions made to this year's COOP are:</p> <ul style="list-style-type: none"> • Changes in names, titles and contact information. • Changes in ECS Office Addresses • Changes were made to reflect the processes that ECS has in place if they were to activate their COOP.
How the Action will be accomplished	Approval of the 2025-2026 COOP and then it will be submitted to OEL.

CONTINUITY OF OPERATIONS PLAN (COOP)

Early Learning Coalition of North Florida, Inc.



**2450 Old Moultrie Rd., Ste. 103
St. Augustine, FL 32086
Phone: (904) 342-2267**

Warning: This document contains information pertaining to the deployment, mobilization, and tactical operations of the OEL and the Early Learning Coalition in response to emergencies and is exempt from public disclosure under the provisions of section 281.301, Florida Statutes.

Approved: _____, CEO
Name and Title of Signature Authority

Date: _____

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SECTION I: INTRODUCTION

I-1 Purpose

Pursuant to Florida Statutes, Chapter 252.365: *Emergency Coordination Officers; disaster-preparedness plans*, this Continuity of Operations Plan (COOP) establishes policy and guidance to ensure the continued execution of the mission-essential functions for the Florida's Office of Early Learning (OEL) and the local Early Learning Coalitions in the event that an emergency threatens or incapacitates operations, and requiring the relocation of selected personnel and functions of the **Early Learning Coalition of North Florida**, located at **2450 Old Moultrie Rd., Ste. 103, St. Augustine, Florida 32086**. Specifically, this plan is designed to:

- a. Ensure the Early Learning Coalition of North Florida is prepared to respond to emergencies, recover from them, and mitigate their impact.
- b. Ensure the Early Learning Coalition of North Florida is prepared to provide critical services in an environment that is threatened, diminished, or incapacitated.

The Early Learning Coalition of North Florida has continuously increased its use of computer supported information processing to support financial and administrative services. Similarly, telecommunication has become a vital tool for accomplishing the Coalition's mission. The dependence on computers and telecommunications poses the risk that even temporary loss of these capabilities could adversely affect or interrupt operational support systems of the Coalition. Three levels of risk have been identified, based on the type of threats, impacts of disruptions, duration of impacts and difficulty of implementing recovery strategies. The Coalition's continuity plan is designed to reduce the risk to an acceptable level by insuring the restoration of critical business functions within 72 hours and all less essential services within one to two weeks. Level III threats constitute risks that should be mitigated only after Level I and II risks are ameliorated to the extent possible. Level I threats are the lowest level of risks, which could be addressed over a period of up to two weeks after disruption, since loss of functions and services impacted could be accommodated without disruption of critical and essential functions.

The plan identifies the critical functions of the Primary Services Provider and the resources required to support them. The plan provides guidelines for ensuring that needed personnel and resources are available for both disaster preparation and response, and that proper steps will be carried out to permit the timely restoration of services.

I-2 Applicability and Scope

Name	Title Organization	Contact #'s	Email Address
Aubrie Simpson-Gotham	Interim Board Chair, Early Learning Coalition of North Florida	W: (904) 813-5809	fosteringconnectionsFL@gmail.com
Dawn E. Bell	Chief Executive Officer, Early Learning Coalition of North Florida	W: (904) 342-2267 F: (904) 342-2268	dbell@elcnorthflorida.org
Brittany Goodson	Finance Manager, Early Learning Coalition of North Florida	W: (904) 342-2267 F: (904) 342-2268	bgoodson@elcnorthflorida.org
Dr. Natalya Bannister Roby	Chief Executive Officer, Episcopal Children's Services	W: (904) 726-1500 F: (904) 726-1520	natalya.robby@ecs4kids.org

SECTION II: CONCEPT OF OPERATIONS

II-1 Objectives

Objectives of this plan are to:

- Ensuring the continuous performance of the local coalition's essential functions/operations during an emergency.
- Provide for the safety and well being of all persons in the facility.
- Ensure prompt and orderly response to emergency situations.
- Minimize financial and business losses; maintain legal and regulatory compliance.
- Protect and minimize losses of property, assets and data.
- Ensure resumption of critical business functions ASAP.
- Establish overall management responsibility, and coordination of recovery.

II-2 Planning Considerations

In accordance with State guidance and emergency management principles, the Early Learning Coalition of North Florida Continuity of Operations Plan will:

- Will be maintained at a high-level of readiness;
- Will be capable of implementation both with and without warning;
- Will be operational no later than 12 hours after activation, if at all possible;
- Will be capable of maintaining sustained operations for up to 30 days;
- Will take maximum advantage of existing state or federal and local government infrastructures; and

- Address protection of equipment and other coalition assets.

II-3 Assumptions

The plan is predicated on the validity of the following assumptions:

- All mission-essential functions provided by other State agencies in support of the local coalition will continue in accordance with their respective continuity of operations plans. This includes, but is not limited to, services provided by OEL.
- It will be determined (taking into consideration staffing and technical resources) if the mission-essential functions of the affected primary facility can feasibly be temporarily transferred to an established unaffected state or community based facility as an alternative to physically relocating staff.
- The situation that causes the disaster is of a magnitude which reasonably allows the Coalition to attempt continuity of functions.
- In a higher magnitude disaster, the restoration of essential services to the community will take precedence over the recovery of this individual organization.
- Personnel have had instruction and practice in emergency response and evacuation.
- Support required from vendors, utilities, communications and other services will be provided within a reasonable time frame.
- Management will exercise prudent judgment in activating the contingency plan.
- Insurance or other funds will be adequate, and repair, replacement, and restoration will be completed within a reasonable time frame.
- The scope of the disaster has not destroyed substantial surrounding infrastructure and resource/service/support providers.

II-4 COOP Execution

- a. Emergencies or potential emergencies may affect the ability of the coalition to perform its mission-essential functions from any or all of its primary facilities. The following are scenarios that could mandate the activation of the local early learning coalition's COOP:
 - The coalition's administrative/fiscal offices are closed to normal business activities as a result of an event or credible threats of an event that would preclude access or use of the facility and the surrounding area.
 - The facilities/subcontractor for eligibility, resource and referral and other required services is closed to normal business activities as a result of an event or credible threats of an event that would preclude access or use of the facility and the surrounding area.
 - The city/town/county is closed to normal business activities as a result of a widespread utility failure, natural disaster, significant hazardous material incident, civil disturbance, or terrorist or military attacks.

- b. In an event so severe that normal operations are interrupted, or if such an incident appears imminent and it would be prudent to evacuate the facilities or the city/town/county, as a precaution, the coalition's designated employee, may activate the local coalition's COOP. The designated alternate facility will be activated, if necessary, and at the discretion of the designated employee of the Coalition.
- c. The Relocation Team (composed of subject matter experts and essential support staff) for the coalition will ensure the mission essential functions of the coalition are maintained and capable of being performed using the designated alternate facility until full operations are re-established at the administrative/fiscal entity and/or subcontractor offices.
- d. Selected staff from appropriate coalition, county, or other agencies may supplement the coalition's Relocation Team. The Relocation Team will either relocate temporarily to the designated alternate facility, if necessary, or operate remotely from a predetermined secure location serving as an assembly site. The Relocation Team will be responsible for continuing mission essential functions of the coalition within 12 hours and for a period up to 30 days pending regaining access to the administrative/fiscal or the full occupation of the designated alternate facility.
- e. All staff necessary to perform the mission-essential functions of the coalition will be contacted and advised to report to either the alternate facility, a predetermined secure location, or other location as determined by the coalition's designee. Other staff (non-relocating staff) will be instructed to go to or remain home pending further instructions.
- f. Incidents could occur with or without warning and during duty or non-duty hours. Whatever the incident or threat, the COOP will be executed in response to a full-range of disasters and emergencies, to include natural disasters, terrorist threats and incidents, and technological disruptions and failures.
- g. It is expected that, in most cases, the coalition and/or subcontractor will receive a warning of at least a few hours prior to an incident. Under these circumstances, the process of activation would normally enable the partial, limited, or full activation of the COOP with a complete and orderly alert, notification of all personnel, and activation of the Relocation Team.
- h. Without warning, the process can become less routine, and potentially more serious and difficult. The ability to execute the COOP following an incident that occurs with little or no warning will depend on the severity of the incident's impact on the administrative/fiscal entity and/or the subcontractor's facilities, and whether the coalition's or subcontractor's personnel are present in the building or in the surrounding area.
 - 1. *To be included under **Attachment 1**, the coalition will need to provide the list of names of staff and/or subcontractor staff that will compose the Relocation Team. The list should also include contact information to include home telephone, cell telephone, etc.*
 - 2. *To be included under **Attachment 2**, the coalition will need to provide no less than two alternate site locations for facilities to insure services continue. Alternative facility locations should include several sites from within the county or adjacent counties from which services could be provided (i.e., adjacent coalitions, county shelters, one stop centers, etc.). Facilities to be used as alternative sites should take into consideration*

possible damages caused by flooding, wind damage, road access, communications, equipment available, etc.

3. *Identify below the title of the individual who will be designated by the coalition as the responsible party activation of the local level (i.e., Director, Chair, etc.).*

Dawn E. Bell, CEO,
Early Learning Coalition of North Florida, Inc.
(904) 342-2267 – Work
(904) 377-5248 – Cell
(904) 342-2268 – Fax
dbell@elcnorthflorida.org – email

II-5 Disaster Magnitude Classifications, Levels and Definitions

The following Disaster Magnitude Classification definitions may be used to determine the execution level of the COOP. These levels of disaster are defined as:

- **Minor Disaster:** Any disaster that is likely to be within the response capabilities of local government and results in only minimal need for state or federal assistance, and would not necessarily require activation of the COOP.
 - **Major Disaster:** Any disaster that will likely exceed local capabilities and require a broad range of state and federal assistance. The Federal Emergency Management Agency (FEMA) will be notified and potential federal assistance will be predominantly recovery-oriented.
 - **Catastrophic Disaster:** Any disaster that will require massive state and federal assistance, including immediate military involvement. Federal assistance will involve response as well as recovery needs.
1. *Identify how the coalition will determine whether or not to activate the COOP based upon the above. In addition, the coalition may consider whether or not State and/or County Emergency Operation Centers are involved.*

Level One Disaster: Computers/network(s) will not function

- a. One to three days
- b. Four to seven days
- c. Eight to fourteen days

Level Two Disaster: Building intact but without electricity.

- a. One to three days
- b. Four to seven days
- c. Eight to fourteen days

Level Three Disaster: No power, no communication, building is inaccessible or inoperable

- a. One to three days

- b. Four to seven days
- c. Eight to fourteen days

Current Business Process: Standard operating procedures and functions under non-emergency conditions.

Impact: The ability to deliver service if a threat occurs; which include the degree of failure of business operation and how it will affect clients and staff.

Recovery Strategies: The action to eliminate the event that impacts the agency's ability to continue operations.

Contingency: Planned actions(s) to eliminate or reduce the impact of a risk/threat at or after the time of failure.

Risk or Threat: Event or non-event having a negative impact on or endangering a core business function or a critical system of the organization.

Risk Assessment: An activity performed to identify risk(s) estimate the probability and impact of their occurrence.

Time Horizon to Failure: Date risk/threat will first have impact.

Validation: The process of evaluating a system or a component during or at the end of the development process to determine whether it satisfied the specified requirements.

Mission Critical System: A system supporting a core business process test—the process of exercising a product to identify differences between the expected and actual behavior.

The COOP plan will be activated in the case of a Minor Disaster if it is expected that scheduled operations will be interrupted for longer than 12 hours that would result in delays in services or payment. It will always be activated in the case of a Major or Catastrophic Disaster. State and County Operation Centers will be involved in any Disaster where their services are available and deemed to aid in implementing the COOP, and maintaining or restoring services. An example would be where county emergency transportation services could aid in moving operations.

II-6 Emergency Coordinating Officer

The coalition will designate an Emergency Coordinating Officer. At the local level, this may be done through selecting a staff person of the coalition and/or subcontractor, or can be a member of the Early Learning Coalition. In an emergency, the Emergency Coordinating Officer will work closely with the appropriate County Emergency Operations Center and the State of Florida Emergency Operation Center to provide information and direction to affected staff to provide immediate response capability to protect life and property and to ensure minimal disruption to the continuance of the coalition's mission-essential functions.

- a. *To be included under **Attachment 3**, the coalition will need to designate an Emergency Coordinating Officer and provide all contact information to include name, address, home phone number, cell phone number, e-mail, etc.*

II-7 Executive Leadership Team

The Executive Leadership Team will review the COOP and all attachments annually to identify necessary resources to support COOP activities, to ensure that the plan remains viable and compatible with Florida's Comprehensive Emergency Management Plan and that it is maintained at a high level of readiness. The resources necessary to ensure adequate maintenance and operation of the COOP will be considered in the coalition's planning process.

The Executive Leadership Team consists of key staff with responsibilities linked to the mission-essential functions of the coalition. This team has the responsibility for assessing the situation, activating the COOP, selecting alternate facilities, providing information to and from OEL and other appropriate state and federal entities. This team will ensure that rosters for their respective staff are kept current and that staff members are informed and provided reporting instructions.

1. *To be included under **Attachment 4**, provide the titles of the individuals to be involved in the Executive Leadership Team.*

II-8 Relocation Team

Personnel who are responsible for relocating services under this plan to the selected alternate facility are known collectively as the Relocation Team (*Attachment #1*).

- a. The Relocation Team must be able to continue operations and the performance of mission-essential functions for up to 30 days at an alternate facility. Each alternate facility must be currently equipped with telephones, computers and fax machines. If the coalition does not currently have equipment such as laptops, computers, fax machines, printers, cell phones, and a disaster should occur, OEL may assist the Relocation Team in obtaining these once the disaster/need occurs. The Relocation Team should be able to work from a remote facility to insure childcare services are not disrupted.
 - b. Since alternate facility space and support capabilities may be limited, the membership of the Relocation Team is restricted to only those personnel who possess the skills and experience needed for the execution of mission-essential functions.
 - c. Coalition personnel who are not designated Relocation Team members may be directed to relocate to other facilities, or may be advised to remain at or return home pending further instructions, as determined by the coalition or Executive Leadership Team. When it is determined to be feasible, associates may be allowed to telecommute from their homes until the affected facility can be reoccupied or another facility is established.
 - d. COOP activation should not, in most circumstances, affect the pay and benefits of Relocation Team members or other personnel. Staff that are required to temporarily relocate to another geographical area of the State should be compensated for travel expenses in accordance with Florida Statutes, Chapter 112.061.
1. *Describe your plan to implement the above section. This should include at a minimum, your coalition's ability to maintain fiscal controls and integrity; maintain payroll to staff and subcontractors/child care service providers; maintain childcare referral services and eligibility determinations, etc.*

The plan includes a relocation team of specialized personnel able to carry out the day-to-day functions of the Coalition and its Primary Service Providers.

The plan would be activated when Dawn Bell as the CEO contacts the Emergency Coordinating Officer. The Emergency Coordinating Officer would then contact the Relocation Team members to prepare to relocate operations. Immediately following notification of the Relocation Team, the Director of Family and Provider Services will notify the remaining primary service provider's staff of the activation of the COOP plan by the most expedient method available. At the same time, the Emergency Coordinating Officer will inform the Coalition members and media outlets using the prepared public service announcements. The Emergency Coordinating Officer (ECO) would also give the Relocation Team a time frame to complete the transfer of services. If the disaster is immediate, transition will begin immediately. The ECO will also direct the team based on circumstances to which site operations will be moved choosing the location based on likelihood of the location being affected by the disaster and available resources.

Each alternate location is equipped with computers, fax machines, internet access and telephones.

Fiscal controls would be maintained by the Emergency Coordinating Officer approving all expenses and processed by the Finance Manager. The accounting software is backed-up nightly and is stored at an offsite location. In the event of an emergency relocation, the software will contain current information and could be accessed by the Finance Manager. All checks will be signed by the CEO and any other authorized signor. This will ensure that all transactions are recorded in a continuous general ledger and maintain the integrity of financial data.

The Emergency Coordinating Officer will be available to answer questions and provide guidance as to the Coalition's policy as needed and to report to OEL any needs or concerns.

The Finance Manager will be available to invoice OEL for the Coalition expenses and will maintain Coalition financial data and projections.

Physical copies of financial data, eligibility files, employee files, and provider files will be transported to the relocation site when the nature and timing of the disaster permit. Documentation concerning screenings, assessments, and CCR&R will be transported to the relocation site as time permits. Sufficient storage boxes to move the files will be kept on hand at all times in the event of activation of the COOP.

All members of the Relocation Team will be responsible for bringing their cell phones, printers, and laptops. Additional computers, phones, fax machines etc., are available at the relocation site.

All records, whenever possible, will be kept electronically and backed up to a remote storage device so that in the event that physical records are lost or destroyed in an emergency a record of activities will still exist.

For Service Providers:

Payroll is part of the accounting systems currently in use by the primary providers and there should be no delays in processing payroll. Hourly employees that due to the emergency are not

able to submit a time sheet will be paid at their regularly scheduled hours. After the emergency is over and normal operations are resumed, staff will then turn in timesheets covering the emergency period and payroll will be reconciled. The payroll specialist will be included in the relocation team and employees are paid by direct deposit so the staff's ability to receive their pay on regular pay dates will not be affected.

Payments for mileage reimbursement will be made as regularly scheduled. If due to the emergency, employees are not able to submit their mileage or other expenses, payment will be made within 5 business days of resuming normal operations.

Provider payments will be processed by the Provider Services Manager using EFS. EFS is currently backed up nightly and is stored on remotely using a cloud based service. EFS is currently loaded on several laptops and is available in each of the Work Source locations named in this plan. The Reimbursement Manager currently performs and oversees this function, and she will be aided as needed by the COO who also has experience with this process. A payment transmittal will be prepared by the Reimbursement Manager and given to Controller. The Controller will then process the payments using the accounting software described above.

The Controller will prepare the monthly invoice and any other necessary reports.

Resource and Referral and eligibility determination will be performed by the Family Services Coordinator and aided by other staff normally assigned to the office and the Director of Family and Provider Services, using EFS,SPE/UWL and the EFS Modernization Software. If staff in other counties are not affected by the emergency, normal operations will continue in those counties. Copies of forms, brochures, voucher agreements, etc. used in normal operations will be prepared in advance and taken to the emergency operation site for use there.

The Coalition's CEO will be consulted as to the Coalition policy as needed and to report to OEL any needs or concerns.

Physical copies of financial data, eligibility files, employee files, and provider files will be transported to the relocation site as needed when the nature and timing of the disaster permit it and when electronic copies are not expected to be accessible. When electronic documentation is either not available or not expected to be accessible, documentation concerning screenings, assessments, and CCR&R will be transported to the relocation site as time permits and based on the nature of the emergency.

Additionally, all members of the Relocation Team will be responsible for bringing their cell phones, printers, and laptops. Additional computers, phones fax machines etc. are available at each relocation site.

All records whenever possible will also be kept electronically at all times and backed up to the server so that in the event that physical records are lost or destroyed in an emergency, a record of School Readiness activities will still exist.

The Relocation team includes the following key staff:

<u>Title</u>	<u>Function</u>
Chief Operating Officer	Oversees and Coordinates Service
Family Service Coordinators (4)	Resource and Referral and Eligibility

Director of Family & Provider Services	Eligibility, Provider Payments, Policy, and Billing
Provider Services Manager	Processing Provider Payments, EFS & SPE/UWL Systems Administrator
VPK Manager	Child and Provider Eligibility and Processing Provider Payments
IT Manager	Hardware & Software Management
Controller	Process Provider & Other Payments, Other Essential Accounting Functions
Staff Accountant	Process Payroll
CFO	Oversees Finances
Coalition Administration	Key Coalition Staff
Emergency Coordinating Officer	Authorization of Expenses, Works with Emergency Services and Informs Public of Pertinent Information
Finance Manager	Processes Invoices, Monitors Coalition Expenses, Prepares Utilization Summaries and Disbursements

2. *Describe under what circumstances the coalition would allow staff to telecommute from their homes until the affected facility can be reoccupied, how the integrity of the system will be maintained (i.e., fiscal duties, administrative duties, etc.), and whether or not backup systems are in place to continue payroll and travel reimbursements.*

All staff whose normal assigned work location is not affected by the disaster or emergency condition will be expected to report to work as scheduled. Any employee whose normally assigned work location is affected and is not part of the relocation team will not be expected to report to work and will receive full pay. Any employee falling into this category that is able to perform their job duties through telecommuting will do so. In the case of hourly employees, they will be paid for their normally scheduled hours. Members of the relocation team whose function does not normally include interaction with the public and has available the necessary technology to telecommute may do so as well.

Payroll is part of the accounting systems currently in use and there should be no delays in processing payroll. Hourly employees that due to the emergency are not able to submit a time sheet will be paid at their regularly scheduled hours. After the emergency is over and normal operations are resumed, staff will then turn in timesheets covering the emergency period and payroll will be reconciled. The payroll specialist will be included in the relocation team and employees are paid by direct deposit enabling the staff's to receive their pay on regular pay dates during the activation of the COOP.

Payments for mileage reimbursement will be made as regularly scheduled. If due to the emergency, employees are not able to submit their mileage or other expenses, payment will be made within 5 business days of resuming normal operations. Employees not able to submit mileage by fax, e-mail or regular mail will be permitted to call in their mileage and submit their reimbursement form as soon as it is possible or within three working days of resuming normal operations.

II-9 Alternate Relocation Point

- a. The determination of the alternate relocation point should be made at the time of activation by the coalition's Emergency Coordinating Officer in consultation with the Executive Leadership Team of the Coalition, if time permits, and will be based on the incident, threat, risk assessments, and execution timeframe.
- b. To ensure the adequacy of assigned space and other resources, the Emergency Coordinating Officer should review all alternate facilities during the annual review of the COOP.
- c. The designated alternate relocation points should be pre-equipped with telephone, fax and computer lines which have electronic access to the coalition's records and statewide school readiness system databases.
- d. The alternate relocation points have adequate parking capacity to support the Relocation Team. Information on dining and lodging should be provided to the Relocation Team members as soon as possible upon COOP activation.
 1. *Attachment 2 provides, at a minimum, two alternate site locations in the event of a disaster/emergency situation. Provide a description of the how alternate site selection determinations were made and the basis for choosing the alternative facilities (i.e., available computer equipment, communications, proximity to client base, physical location).*

Alternate sites were selected because they are currently being used for early learning activities; therefore, all sites have the equipment and staffing to support early learning activities and services in the interim.

2. *Provide the notification process by the Emergency Coordinating Officer to the Relocation Team in the event that an alternate site must be used to temporarily set-up day-to-day operations.*

Most of the Primary Service Provider team is located at the 8649 Baypine Rd, Bldg. 7. Ste 300 address. If the decision to activate the COOP plan is made during business hours the most expedient manner will normally be by telephone; however, e-mail may be considered.

If the decision to activate the COOP plan is made after hours the most expedient manner for notification will normally be by telephone; e-mail may also be utilized. Notification will begin as soon as the Emergency Coordinating Officer (ECO) receives notice of activation. If a member of the team is not available immediately for notification, notification by an alternate phone or means will be attempted. If a member of the Relocation Team is unavailable to be informed in a timely manner and the absence of this member affects the Team's ability to relocate, the Emergency Coordinating Officer (ECO) may appoint another staff person with similar job skills to replace the unavailable member.

Primary Services staff is located in the following locations:

Headquarters:

Episcopal Children's Services
8649 Baypine Rd. Ste 300

Nassau County:

c/o CareerSource
96042 Lofton Square

Building 7
Jacksonville, FL 32256
(904) 726-1500 - phone
(904) 726-1516 - fax

Yulee, FL 32097
(904) 491-3638 - phone
(904) 277-7219 - fax

Baker County:
418 South 8th St.
Macclenny, FL 32063
(904) 259-4225 - phone
(904) 259-9169 - fax

Putnam County:
1900 Napoleon St.
Palatka, FL 32177
(386) 385-3450- phone
(386) 530-2692 - fax

Bradford County:
1080 North Pine St.
Starke, FL 32091
(904) 964-1543 - phone
(904) 964-5863 - fax

St. Johns County:
5 Clark St.
St. Augustine, FL 32084
(904) 770-2565 - phone
(904) 429-7604 - fax

Clay County:
c/o CareerSource
1845 Town Center Blvd., Ste. 150
Orange Park, FL 32003
(904) 213-3939 - phone
(904) 278-2099 - fax

II-10 Mission-Essential Functions

It is important to establish priorities before an emergency to ensure that the relocated staff can complete the mission-essential functions. All Relocation Team members shall ensure that mission-essential functions can continue or resume as rapidly and efficiently as possible during an emergency relocation. Any task not deemed mission-essential may be deferred until additional personnel and resources become available.

In the event of an emergency, the following *primary functions* are considered mission-essential for OEL:

1. Administration of Early Learning Services at the local-level

- Coordinating responses to all subcontractors and childcare providers regarding activities and services which may be affected
- Insuring contact points are maintained and communication is intact

2. Distribution of Programmatic Funds

To ensure reliable infrastructure support for the coalition, the following *support functions* are also considered to be mission-essential

- Executive Direction
- Information Technology Support & Maintenance
- Finance & Accounting Services

- Communications
- Facilities/Property Management
- Human Resource Management

To ensure adequate reproduction of records and databases, the coalition must maintain off-site records storage. OEL's Information Technology Services Unit has standard daily backup procedures for all critical information systems at the state level; however, local coalitions must maintain back-up systems in case of a disaster/emergency situation.

1. *Provide your Coalition's procedures to insure all data at the local level is updated on a regular basis. Describe who is responsible for the backup of data, how often this is done, and where the information is stored (off-site) to insure its safety.*

For Coalition Administrative Services, a back-up of all systems is stored offsite through an IT Contractor. A laptop is also available in the event of an emergency. For the primary service provider, a back-up of all systems is made nightly. The IT Manager is in charge of the back-ups. The back-ups are preset to occur at the same time every day. Backups are stored daily in a cloud based system.

2. *Provide your coalition's procedures to maintain hard-copy files of participant records and of administrative/fiscal records; where the records are located; and how the records would be secured, if time permits, in the case of a disaster.*

In the event of a disaster where time permits computer hardware will be prepared and moved first. If there is still time before complete evacuation is necessary, the accounting, administrative, provider, eligibility, and program files will be boxed and inventoried and relocated. Hard copies of administrative records are kept at the Coalition Office located at 2450 Old Moultrie Rd., Ste. 103, St. Augustine, FL.

Eligibility files are stored at the CareerSource One Stop Offices. Periodically, normally annually, files from all locations are sent to an offsite storage facility. Participant records are kept for every family receiving services and are kept in the county where the family resides. Files are normally kept by family name except in the case of foster children whose files are kept under the child's name.

3. *If the hard copy of records were destroyed (to include fiscal and programmatic) describe how the coalition would recreate the information and from what sources the data would be re-created.*

Information would be retrieved from the server; the latest two year's of data in-house, the older data is stored at a separate records storage facility. Financial data could be recreated by using the General Ledger. Vendors and others could be contacted and copies of pertinent data requested. Additionally, copies of our annual audits are available from our CPA firm. They may also be able to supply other major components of our hard copy records from their working papers.

Results from programmatic activities are stored on a shared drive on a server. This is backed up nightly and stored offsite in a cloud based system. From this record we could recreate our hard copies of the results of our past work. It may be impossible to recreate the actual screenings and assessments if the physical records were destroyed.

Parent files would have to be recreated by contacting parents and having them supply us with needed information. Their child care provider may be able to aid in this effort as well with such things as birth certificates or copies of signed voucher agreements.

Provider payment files would be recreated by rerunning payment reports from EFS. Copies of rosters will be requested from all providers keeping copies for their own records.

The process of recreating physical records will be time consuming and some documentation may not be able to be recreated. Therefore, where ever possible, it will be Coalition and ECS policy to move these records to an offsite location in the case of a disaster whenever time permits.

Coalition computers are backed-up daily and stored at an off-site location. (This includes fiscal data).

PRE-DISASTER PLAN

Employee notification Procedure

- Identify the type of emergency or threat
- Get a report of the latest update of the emergency or threatening situation
- Contact the Director for a decision on closing of the facility
- Establish a method of notification of closure of facility and when facility may possibly reopen
- Up to date list of Directors name and telephone number

Securing Building Procedure

- Back up all computers
- Secure the windows
- Lock all filing cabinets
- Move computers away from windows and cover with plastic
- Lock doors

Record Retention

- Label vital records
- Back up computer systems
- Photograph facility assets
- Copies of records that must be kept for 7 years

As soon as possible after a disaster inventory will be taken of hardware that needs to be repaired or replaced at the Coalition Office. The CEO and IT Contractor will oversee the repair or replacement of the damaged hardware.

Risk Assessments

Level One Disaster: Computers will not function

a. One to three days

1. Impact: No way to access data to operate accounting system, pay bills, meet deadlines for proper reporting to appropriate state, federal, or agency departments.

b. Four to seven days

1. Impact: No way to access data to operate accounting system, pay bills, meet deadlines for proper reporting to appropriate state, federal, or agency departments.

c. Eight to fourteen days

1. Impact: No way to access data to operate accounting system, pay bills, meet deadlines for proper reporting to appropriate state, federal, or agency departments.

Level two disaster: Building intact but without electricity

a. One to three days

1. Impact: In addition to Level 1 impacts, no way to operate computers, lights, AC/Heat.
2. Recovery Strategy: The Executive Director will notify associates about a temporary interruption in services. Emergency contact cell phone numbers are provided to all to maintain communication.

b. Four to seven days

1. Impact: Same 2A. No way to operate computers, lights, AC/Heat.
2. Recovery Strategy: The Executive Director notifies employees and sub-contractors that we are resuming critical functions including financial obligations and reporting requirements; and essential programs.

c. Eight to fourteen days

1. Impact: Same as Level 2B.
2. Recovery Strategy: Same as Level 2B.

Level three disaster: No power, no communications, building is inaccessible or inoperable

a. One to three days

1. Impact: No way for Coalition to perform it's appointed functions at office location.

b. Four to seven days

1. Impact: No way for Coalition to perform its appointed functions at office location.
2. Recovery Strategy: Establish operations at an alternative work site.

c. Eight to fourteen days

1. Impact: No way for Coalition to perform its appointed functions at office location.
2. Recovery Strategy: If at the end of fourteen days, the building is inoperable, management will review the situation and develop extended recovery plan.

A disaster may involve a single facility site or an area-wide emergency situation and may be internal or external. Notify the proper officials and staff as to the extent and type of emergency or disaster. Direction of authorities will be followed when they have taken control of a situation.

Internal disasters are incidents within the facility or in the immediate area, such as fire, explosion, extended power outage, internal water break, etc. External disasters are situations arising from outside the facility, such as hurricanes, hazardous materials spills, tornado, flood waters, etc.

Flooding

The facility is not located in a Flood Zone. Local surface flooding could accompany severe storm conditions. A coastal water storm surge is not a direct danger.

Fire-Explosion Safety

Evacuate occupants when fire is an imminent danger; implement **RACE**.

- R Rescue** – remove anyone in immediate danger to a safe area away from fire.
- A Alarm** – sound the alarm within the office and call the Fire Department (911).
- C Confine** – contain the fire by shutting doors and windows after everyone has been rescued.
- E Evacuate** – Evacuate the building. Extinguish the fire only if you feel certain you can put it out; otherwise leave it for the Fire Department which is usually minutes from arriving.

The first person to discover the danger should alert all occupants that are in danger, activate the fire alarm, call the Fire Department (911). The person in charge will immediately begin evacuation to the pre-determined site away from the facility, directing all staff to assist as necessary, and ensuring that everyone is out. The Evacuation Assembly Area is the parking lot across the street.

Stay calm. Meet and direct the fire units; let them know if everyone is out or the location of individuals inside. Be available to answer questions.

After the proper authorities have determined that the emergency is over, the facility will be checked for damage to determine if it is safe for occupancy and resumption of activity.

The person in charge will disconnect any electrical equipment and then remove vital records after everyone's safety has been assured.

All personnel must know how and when to call the Fire Department, must familiarize themselves with the exits and activate the evacuation procedures when the fire is discovered.

There are three basic classes of fires:

Class A: Wood, paper, cloth, trash, most plastics, and ordinary combustibles.

Class B: Flammable liquids such as gasoline, oil, grease, alcohol, oil based paint, etc.

Class C: Energized electrical equipment, including wiring, fuse boxes, circuit breakers, Appliances

The extinguisher must match the class of fire being fought. Do not use water, or an extinguisher labeled only for class A fires on a class B or class C fire. Many fire extinguishers are multipurpose A-B-C models.

Extinguisher use: Pull the pin (releasing the lever) – Aim at base of fire from about 8 feet (extinguisher upright) – Squeeze lever – Sweep slowly side to side.

Tornadoes

Tornadoes can occur without warning and may be associated with severe thunderstorms, which are frequent occurrences in some areas. Potential wind damage, structural damage from trees and debris, local flooding and loss of vital services could result. In the event a tornado can be seen or heard or a warning is issued, all persons in the facility should move quickly to an interior pre-designated “safe” area, on the floor near interior walls away from windows and doors, or under heavy furniture. Account for all persons. Use something to protect the head such as a pillow or place hands over head. This same procedure should be followed in the event of an Earthquake.

Hurricanes and Tropical Storms

Know if the facility is located in an evacuation or flood zone. Severe weather watches, warnings and/or evacuation orders are issued by authorities through the local media, and must be closely monitored and heeded. Hurricanes and severe tropical storms with high wind velocity and heavy rainfall can be devastating, but the probability of occurrence at a specific site is low. Area damage, loss of electrical power, access, communication, and other vital services or supplies could result:

- Monitor the radio for situation updates
- Alert staff about approaching storm and stay prepared to implement the emergency plan, and advise their families if appropriate.
- Evacuation, if required, should be completed before arrival of gale force (40mph) winds.
- Check supplies and activities needed to secure the facility.
- If not evacuating, direct all occupants to a safe area away from doors and windows, which must be closed and secured; account for all persons.
- Have emergency flashlights available.

- Keep calm and assure the safety of all occupants.

Severe Temperatures – Power Loss

If severe cold or severe heat is a probability, power outages and/or heat – air conditioning failure during such occurrences could present an emergency situation. Prolonged outage, failure, unsafe or unhealthy conditions could require evacuation.

In the event of prolonged hot or cold weather, utilize heat/air cooling equipment, or close or open doors, windows and window covering as necessary, to maintain a comfortable range; reduce the use of equipment that could contribute to the problem, as much as possible; avoid activities that may cause excess physical exertion; have adequate water available.

Crime – Civil Disturbances

If there are reports or observation of possible criminal activity or unrest in the vicinity, be sure all doors and windows are secured and remain alert. Call 911 for Police/Sheriff if there is an immediate threat such as an attempt to enter or damage the facility, or other crime in progress.

Bomb Threats

Persons likely to receive calls, particularly switchboard operators, should:

1. Remain calm and do not upset or interrupt the caller.
2. Keep the caller on the phone as long as possible.
3. If possible, have a third party listen in on the call – signal another person to notify police emergency (911) and senior staff
4. Record the exact words of the caller and the exact time and date; ask him/her to repeat the message if possible – Note if caller indicates knowledge of the facility.
5. Pay close attention to details; try to determine and log the following:
 - Male/Female
 - Adult/Juvenile – Approximate Age
 - Manner/Attitude
 - Background Noises (music, voices, etc.)
 - Accent/Language/Voice/Speech Characteristics
6. If possible, ask the caller (without interrupting) – Where is the bomb located? What time is it going to explode?
7. Tell the caller that injury or death to innocent people could result.
8. Document any demands or instructions and indicate cooperation.
9. Immediately notify the Supervisor and the Police Department.

10. Cooperate fully with police who should be put in authority upon arrival; facility staff with master keys should be available if requested, along with facility floor plans.
11. Evacuate building as in case of fire.

Administrative Services

Administrative Services is responsible for submission of reports to OEL.

Level One Disaster: Computers will not function

Level 1-A (one to three days)

1. **Impact:** Administrative Services will not be able to process data. The Coalition will be unable to process payments to sub-contractors for services rendered and unable to provide OEL with monthly reports.
2. **Recovery Strategy:** Administrative Services will continue processing reports manually, using calculators and copier paper. If the event occurs before the required reports have been processed and it is reasonable to expect that the computers will be functional within a three day period, submission of reports will be delayed until the computers are functional. The reports will then be submitted to OEL.

Level 1-B (four to seven days)

1. **Impact:** Same as level 1-A
2. **Recovery Strategy:** Administrative services will continue processing reports manually, using calculators and copier paper. If the event occurs before required reports have been processed, and it is not reasonable to expect that the computer will be functional within a three day period, submission of the reports will be delayed until the information can be retrieved by back up files.

Level 1-C (eight to fourteen days)

1. **Impact:** Administrative Services will not be able to process data. The Coalition will be unable to process payments to sub-contractors for services rendered and unable to provide OEL with reports.
2. **Recovery Strategy:** Administrative services will continue to process reports manually. Data for OEL reports will be tracked manually. When computers are functional, data tracked manually will be entered into the system and reports compiled to bring data to current status.

Level Two Disaster: Building intact but without electricity

Level 2-A (one to three days)

1. **Impact:** Administrative services will not be able to process data. The Coalition will be unable to process payments to sub-contractors for services rendered, and unable to

provide OEL with monthly reports. In addition the Coalition will be unable to communicate with Board members and sub-contractors.

2. **Recovery Strategy:** Coalition staff will retrieve office supplies. The staff will manually keep records. In an effort to conserve power, printers will be used only when absolutely necessary. Calculators powered by batteries will be used for calculating records. The statistical report will be manually processed. The reports that cannot be generated by back-up files will be manually calculated by the appropriate staff person. The assumption is that manually processing these payments will require a lengthier processing period. The staff may be required to work overtime and/or temporary help will be hired.

Level 2-B (four to seven days)

1. **Impact:** Same as level 2-A
2. **Recovery Strategy:** Same as level 2-A

Level 2-C (eight to fourteen days)

1. **Impact:** Same as level 2-A
2. **Recovery Strategy:** Same as level 2-A

Level Three Disaster: No power, no communication, building is inaccessible or inoperable

Level 3-A (one to three days)

1. **Impact:** Administrative Services will not be able to access computers to process data and will be unable to process payments to sub-contractors for services rendered.
2. **Recovery Strategy:** Administrative Services will use same procedures described in Level 2-A, but at an alternative work site (ACHA).

Level 3-B (four to seven days)

1. **Impact:** Same as Level 3-A.
2. **Recovery Strategy:** Same as Level 3-A.

Level 3-C (eight to fourteen days)

1. **Impact:** Same as Level 3-A.
2. **Recovery Strategy:** Same as Level 3-A.

Fiscal Department

Current Business Practices:

- Generate monthly financial statements

- Prepare monthly bank and other reconciliations
- Process bi-weekly payroll
- Pay monthly invoices and cash receipts

Level One Disaster: Computers will not function

Level 1-A (one to three days)

1. **Impact:** No way to access data to operate the accounting system, pay bills or sub-contractors, meet deadlines for proper reporting to appropriate state or federal departments.
2. **Recovery Strategy:** Use manual check register to write only the most needed checks to pay bills

Level 1-B (four to seven days)

1. **Impact:** Same as Level 1-A.
2. **Recovery Strategy:** Use manual check register to write only the most needed checks to pay bills. Use hardcopy back-up to generate reports for state or federal departments

Level 1-C (eight to fourteen days)

1. **Impact:** Same as level 1-A
2. **Recovery Strategy:** Same as level 1-B.

Level Two Disaster: Building intact but without electricity

Level 2-A (one to three days)

1. **Impact:** No way to operate computers, lights, AC/Heat
2. **Recovery Strategy:** Use battery operated lights for lighting. Only operate to satisfy most urgent needs in check and report writing.

Level 2-B (four to seven days)

1. **Impact:** Same as level 2-A.
2. **Recovery Strategy:** Same as level 2-A.

Level 2-C (eight to fourteen days)

1. **Impact:** Same as level 2-A.
2. **Recovery Strategy:** Same as level 2-A.

Level Three Disaster: No power, no communication, building is inaccessible or inoperable

Level 3-A (one to three days)

1. **Impact:** No way for department to perform its appointed functions at offices.
2. **Recovery Strategy:** Establish operations at an alternative work site if possible.

Level 3-B (four to seven days)

1. **Impact:** Same as level 3-A.
2. **Recovery Strategy:** Same as level 3-A.

Level 3-C (eight to fourteen days)

1. **Impact:** Same as level 3-A.
2. **Recovery Strategy:** Same as level 3-A.

II-11 Delineation of Mission-Essential Functions

In the event the capacity of the Coalition is such that it cannot respond to the needs of customers or deliver crucial services, the Coalition's functions will need to revert to alternative providers.

1. *To be included under **Attachment 5**, provide a list of potential alternative service providers that may be considered under such situations. This may include other state departments and/or community based organizations located at the local level which may be able to deliver services, community based organizations, etc.*

II-12 Warning Conditions

- a. With Warning. It is expected that, in most cases, the coalition will receive a warning of at least a few hours prior to an event. This will normally enable the full execution of the COOP with a complete and orderly alert, notification, and deployment of the Relocation Team to an assembly site or a pre-identified alternate relocation point.
- b. Without Warning. The ability to execute the COOP following an event that occurs with little or no warning will depend on the severity of the emergency and the number of personnel that survive. If the deployment of staff to an alternate relocation point is not feasible because of the loss of personnel, temporary leadership of the coalition will be passed to OEL which shall implement the coalition's COOP at the local level.

(1) Non-Duty Hours. Affected staff should be alerted and the Relocation Team activated to support operations for the duration of the emergency.

(2) Duty Hours. If possible, the COOP will be activated immediately to support operations for the duration of the emergency.

1. *To be included under **Attachment 6**, provide a list of all employees and their contact information and contact information for subcontractors. If this changes, the attachment must be revised and submitted to OEL.*

II-13 Direction and Control

- a. In the event that the CEO and Chair is incapacitated or unavailable to make decisions regarding this COOP Plan, authorized successors will be specified.

Lines of succession will be maintained by the coalition organizational elements, to ensure continuity of mission-essential functions (See *attachment 7b* for Operating Organizational Chart). As organizational changes occur, the Operating Organizational Chart will be updated and submitted to OEL.

- b. Pursuant to Sections 20.05 (1) (b) and 20.50 (3), Florida Statutes, the coalition must have an official established Memorandum for Delegation of Authority for managers and officers within the local coalition. (See *Attachment 7a*)
- c. The CEO and/or their designee may order activation of the coalition's COOP.
- d. The Emergency Coordinating Officer, which may be the same individual, will be responsible for disseminating COOP guidance and direction during the activation and relocation phases.
- e. When executed, the Emergency Coordinating Officer will notify OEL, the Baker County Emergency Operations Center (904-259-6111), the Bradford County Emergency Operations Center (904-966-6337), The Clay County Emergency Operations Center (904-284-7703), the Nassau County Emergency Operations Center (904-548-4980), the Putnam County Emergency Operations Center (386-329-0379), the St. Johns County Emergency Operations Center (904-824-5550), and the State of Florida Emergency Operations Center (850-413-9969).

1. *Provide the list of titles/chain of command of individuals to act in a decision making capacity for the coalition should the Director and/or Chair be unavailable.*

1st Marie Creonte-Hanson, Office Manager

2nd Brittany Goodson, Finance Manager

3rd Tajaro Dixon, Grants and Operations Manager

2. *To be included under **Attachment 7**, provide the coalition's current Organizational Chart and an official memorandum as approved Coalition, for the Delegation of Authority should the Director and/or Chair should be unavailable.*

II-14 Operational Hours

- a. During COOP contingencies, the coalition's individual under the Delegation of Authority will determine the hours of work for the staff.

II-15 Alert and Notification

Procedures must be followed in the execution of the coalition's COOP. The extent to which this will be possible will depend on the emergency, the amount of warning received, whether personnel are on duty or off duty, and the extent of damage to the affected facilities and its occupants. This plan is designed to provide a flexible response to multiple events occurring within a broad spectrum of prevailing conditions. The degree to which this plan is implemented depends on the type and magnitude of the events or threats thereof.

1. *Alert procedures: If the situation allows, warning staff, subcontractors, parents and child care providers will be completed prior to activation of the COOP. Describe your procedures and processes to notify staff, subcontractors, parents and child care providers warning of the activation of the coalition's COOP plan. Your description should address the means by which notification will be made (i.e., fax, e-mail, website, public service announcements, media, etc.), and the estimated time needed to complete this process.*

When the situation allows, staff, subcontractors, parent and childcare providers will be alerted to the activation of the COOP in advance by various means. First, will be a notice on the Coalition and primary service provider web sites that will state the anticipated time the COOP will come into effect and the alternative contact information, including e-mail address, phone number and physical address, along with anticipated hours of operation if they will differ from normal operating hours. This web site update will be completed by the CEO or their designee and should not take more than 30 minutes to complete.

Public service announcements will be ~~faxed~~ emailed to all local media outlets providing the same information under the direction of the Emergency Coordinating Officer and should not take more than 1 hour to complete. (See "canned" news release in **Attachment 8**). All staff will be notified in person or by e-mail if the decision to activate the COOP is made during business hours. Notification will be the responsibility of the Emergency Coordinating Officer. Any staff physically in the office that day will be called by their immediate supervisor and informed of the situation.

A phone tree will be used to call all employees if the COOP is initiated during non-business hours, whereby the Emergency Coordinating Officer will call the COO and Compliance of the primary service providers. This individual will call an assigned list of department heads who will each call the staff reporting directly to them. Each coordinator under a department head will call the staff reporting directly to the coordinator until each staff person has been contacted. This should be completed for all employees that were available by phone in less than two hours.

An attempt to contact the sub-contractor by phone or e-mail will be made prior to COOP activation as time allows. Providers will be notified as detailed in our subcontractor's COOP plan. It will be requested that childcare providers post an announcement to parents concerning the activation of the COOP. Several of these functions can be completed simultaneously so that the total time allotted for notification of all concerned should take no more than 8 hours except when a party is unavailable by phone or e-mail. Additionally, the phone message on central agency or primary services provider phone system will instruct callers to dial the number at the relocation site.

1. *The coalition needs to develop standardized notifications and "canned" news releases which can be easily disseminated to the media and required individuals. To be included under **Attachment 8**, provide all standardized communications and "canned" news releases to be used in case of activation of the coalition's COOP.*

II-16 Telecommunications and Information Systems Support

Telecommunication and information systems maintained at the local level must be assessed to determine any inconsistencies or issues that may arise if the COOP is activated. The coalition must insure that there are backup plans to address disruptions in communications in the event of a disaster.

1. *Provide a description of your current communications system and any backup strategies that will be implemented should your current system fail or is disabled during a disaster.*

Phone lists are routinely updated and sent out to all staff members. The Primary Service Provider's central offices back-up the central phone system programming monthly. The Primary Service Provider's central phone system also consists of an 8 hour battery back-up in the event of power failure. If the Primary Service Provider's phone system should go down, calls will be automatically forwarded to an alternate number so that the public, providers and employees can continue to receive updates concerning services. Redirection of information and communication follow will occur seamlessly through this system. Emergency greetings and instruction may be implemented to the system within seconds by the receptionist or system administrator.

II-17 Security and Access Controls

- a. The coalition **will insure** that the COOP and the administrative/fiscal facilities and subcontractor facilities have posted evacuation route plans in all areas accessed by the public and staff.
 - b. The coalition **will insure** all necessary security and access controls are provided at the alternate facility and that the administrative/fiscal facilities are secured during COOP operations.
 - c. Electronic copies of the COOP should be secured through limited access protocols.
1. *Provide assurances that evacuation routes have been posted in all areas accessed by the public and employees for the administrative/fiscal facilities and subcontractor offices.*

Evacuation routes are posted in the Resource Room of 2450 Old Moultrie Rd., Ste. 103, St. Augustine, FL address. Evacuation routes are also posted in each of our subcontractor's offices.

2. *Describe the coalition's process and/or procedures to insure security of administrative/fiscal facilities to protect property, records, equipment, etc., in the event the COOP is activated.*

The Emergency Coordinating Officer working with the relocation team will ensure that all equipment, records and other property that is endangered by the disaster has been moved off site as conditions permit before closing the office. Each department will maintain a list of equipment and files to be moved in the event of COOP activation. The list will be prioritized in case there is not time to move everything listed. The Emergency Coordinating Officer will assure that office doors are locked and that the outside doors to the building have been secured. Finally, the alarm system will be set. The alarm company and local law enforcement officials will be notified of staff's temporary move to another location. Copies of insurance policies and equipment warranties

will be kept in a file labeled COOP Insurance & Warranties and taken to the new location by the Emergency Coordinating Officer.

II-18 Test, Training and Exercise

- a. Test, training and exercise programs must be developed to include the following components:
 - Staff awareness
 - Leadership responsibilities
 - Alert and notification procedures
 - Validation and testing of equipment and communications of selected alternate facilities.
- b. Exercise programs to test staff awareness and response capabilities should be initiated and performed bi-annually.
 1. *Describe how staff and subcontractor staff are trained to administer the COOP at the local level. This may include new employee orientations, group training, etc.*

A group training will be given annually at a meeting with the Executive Leadership and Relocation Team members to familiarize each individual off his or her responsibilities in the event of COOP activation.

Additionally, the training will focus on:

- Staff awareness
 - Leadership responsibilities
 - Alert and notification procedures
2. *Describe how components of the COOP plan are provided to child care providers and parents regarding continuity of child care services, payments, realigning children to various providers dependent upon areas affected by the disaster, contact information, alternate site designation, etc. The reader should be able to clearly understand how child care providers and parents will be notified and/or provided information regarding coalition activities should the coalition need to activate their COOP.*

*Below are the guidelines that our primary service provider would be charged with handling these activities:

Each June, after the Senior Management Team has reviewed the COOP plan and made any necessary adjustments to the plan, a update to the ECS website will explain how activation of the COOP will effect continuity of child care services, payments, realigning children to various providers dependent upon areas affected by the disaster, contact information, alternate site designations, etc. for parents and providers. All providers will be notified by fax, phone or e-mail of the plan's implementation either prior to or immediately (within 36 hours) after the COOP has been activated based on time constraints. Notice will include contact information. Providers whose counties are affected by the COOP will be asked to

inform parents of the change in Episcopal contact information by means of a Parent Letter given to Providers and posted to the ECS website within 24 hours explaining the change in location if it is expected that the move will be longer than 4 business days in duration, and will include contact information and information on how to find a new temporary provider if needed.

Parents will be allowed to change providers if needed without a signed form from the previous provider saying that the parent does not owe parent fees or has made satisfactory arrangements to pay the previous provider. Once the emergency situation is over and the original provider is operational signed forms will be required to make the change to the new provider permanent. Parents may change providers during the COOP by calling the Family Service Specialist at the Emergency Operations Center. The Family Service Specialist will help with referrals to providers unaffected by the emergency or disaster. Providers closing due to a disaster that resulted in the activation of the Coalition's COOP plan will be paid for any days that their closure is necessary within the limits of the rules established by The Florida's Office of Early Learning unless the child's parent temporarily moves the child to another center. Federal regulations forbid paying for care to two providers for the same child for the same time frame. How to locate alternate care and transfer providers during the COOP will be discussed in the newsletter.

Payment to providers should continue without interruption; however payments may be slightly delayed due to a shortage of employees processing payments. All efforts will be made to avoid this and in any case payments will be made within 10 days of receiving payment from the OEL in all cases. This will be discussed in the provider newsletter.

SECTION III: PHASE I – ACTIVATION PROCEDURES

III-1 Initial Actions

- a. Based on the situation and circumstance of the event, the coalition will evaluate the capability and capacity levels required to support the current mission-essential functions of the facilities and determine if the situation necessitates relocation of staff and/or other resources. If it is deemed necessary to activate the COOP, the Executive Leadership Team will select an appropriate alternate relocation point.
- b. The coalition's designated employee will initiate the immediate deployment of the Relocation Team to an assembly site or the designated alternate relocation point.
- c. The Emergency Coordinating Officer will notify staff and provide instructions and guidance on operations and the location of the alternate relocation point.
- d. The coalition's designated individual will coordinate the immediate deployment of the coalition to an assembly site or the designated alternate relocation point.
- e. After the initial notification effort is complete, the results, including individuals not contacted, must be reported to the coalition's designee responsible for this activity.
- f. The coalition will notify the facility contact at the designated alternate relocation point to expect the relocation of the administrative/fiscal and/or subcontractor facilities.

- g. The Emergency Coordinating Officer will call OEL, the State of Florida Emergency Operations Center (850-413-9969), and the local County Emergency Office that an emergency relocation of the local coalition and/or the subcontractor is anticipated or is in progress.
- h. All personnel and sections of the coalition should implement normal security procedures for areas being vacated.
- i. The coalition's designated employee should take appropriate measures to ensure security of the administrative/fiscal offices and equipment or records remaining in the building.
- j. The coalition will prepare the alternate relocation point for the continuity of the coalition's mission-essential operations.
- k. The coalition will provide daily updates to OEL's Director and the other interested parties regarding COOP activation and operations.
- l. OEL will notify staff at the state level of the alternate mail service location and the coalition will notify the local mail delivery system of the relocation and provide mail routing instructions as appropriate.
- m. If appropriate, the coalition will prepare a public press release to inform customers of alternate provisions including new work locations, phone numbers, etc.

III-2 Activation Procedures Duty Hours

1. *Describe the above process of notification within your local coalition during normal work hours. Include the titles of individuals (versus individual names as these may change) who will be responsible for notifications throughout the above step-by-step process.*

Upon being notified either by news broadcasts or a call from Coalition staff or the Emergency Coordinating Officer of an event or expected event that could require implementation of the COOP, the Executive Leadership Team or as many members as can be contacted immediately will meet either in person or by conference call to decide whether or not to implement the COOP; and if so, the location of relocation site based on the threat level at each site and available space. The team will also decide which, if any, of the offices to close. The coalition staff member will then contact the Emergency Coordinating Officer and inform him/her of their recommendations.

2. *Describe how child care providers and parents will be notified of the relocation of the administrative/fiscal offices and/or subcontractor offices, so that services are not disrupted more than is necessary during activation of the COOP.*

If the COOP is to be activated then, when the situation allows, staff, subcontractors, parent and childcare providers will be alerted to the activation of the COOP in advance by various means.

There will be a notice on the Coalition and primary service provider's websites that will state the anticipated time the COOP will go into effect and the alternative contact information, including e-mail address, phone number and physical address, along with anticipated hours of operation if they

will differ from normal operating hours. This will be done by the Coalition's staff and the primary service provider's Managers of Information Technology and should take no more than one hour.

Public service announcements will be faxed and e-mailed to all local radio and television stations giving the same information. This should not take more than 1 hour to complete. All Coalition members and staff will be notified by e-mail if the decision to activate the COOP is made during business hours. This can be accomplished in 15 minutes time and will be the responsibility of the Emergency Coordinating Officer.

Providers will be called, faxed or e-mailed as time allows by the primary services provider. This may take up to 8 hours. It will be requested that childcare providers post an announcement to parents concerning the activation of the COOP. Several of these functions can be completed simultaneously so that the total time allotted for notification of all concerned should take no more than 8 hours except when a party is unavailable by phone or e-mail.

Parents will be notified through the Coalition and the primary services provider's websites, public service announcements, notice given by providers and by a mailing from the Primary Service Provider, to be completed with 48 hours of the COOP activation. Additionally, the phone message on the Coalition's and/or the primary services provider's phone systems will instruct callers to dial the number at the relocation site.

- 3. Describe how the facilities, property, equipment, participant records, fiscal records, and other pertinent information will be secured at the point of notification of the COOP.*

The Emergency Coordinating Officer working with the relocation team will ensure that all equipment, records, and other property that is endangered by the disaster has been moved off site as conditions permit before closing the office. Each department will maintain a list of equipment and files to be moved in the event of COOP activation. The list will be prioritized in case there is not time to move everything listed. The Emergency Coordinating Officer will assure that office doors are locked and that the outside doors to the building have been secured. The local law enforcement officials will be notified of staff's temporary move to another location. Copies of insurance policies and equipment warranties will be kept in a comprehensive COOP file.

III-3 Activation Procedures Non-Duty Hours

- 1. Describe the above process that will occur outside of normal work hours for the coalition.*

This process does not differ from on duty hours. Upon being notified either by news broadcasts or a call from the Coalition Contracted Staff or the Emergency Coordinating Officer of an event or expected event that could require implementation of the COOP, the Executive Leadership Team or all members that can be contacted immediately will meet either in person or by conference call to decide whether or not to implement the COOP; and if so, the location of relocation site based on the threat level at each site and available space. The Executive Leadership Team does not need a quorum to make a decision. Coalition staff members will then contact the Emergency Coordinating Officer and inform him/her of their recommendations.

- 2. Describe how child care providers and parents will be notified of the relocation of the administrative/fiscal offices and/or subcontractor offices, so that services are not disrupted more than is necessary during activation of the COOP.*

When the COOP is to be activated and when the situation allows, parent and childcare providers will be alerted to the activation of the COOP in advance by various means.

There will be a notice on the Coalition and the primary service provider's websites that will state the anticipated time the COOP will come into effect and the alternative contact information, including e-mail address, phone number and physical address, along with anticipated hours of operation if they will differ from normal operating hours. This will be done by the coalition's Emergency Coordinating Officer and the primary care providers IT Manager and should take no more than one hour and can be accomplished during non-duty hours as soon as the primary service provider's IT Manager is located.

Public service announcements will be faxed to all local radio and television stations giving the same information. This will be done by the Emergency Coordinating Officer and should not take more than 1 hour to complete and can be completed during non-duty hours.

Providers will be called, faxed or e-mailed as time allows by the primary services provider. This may take up to 8 hours and cannot begin until providers open for business, normally between 6:00 and 7:00 am. It will be requested that childcare providers post an announcement to parents concerning the activation of the COOP. Several of these functions can be completed simultaneously so that the total time allotted for notification of all concerned should take no more than 8 hours except when a party is unavailable by phone or e-mail.

Parents will be notified through the Coalition and the primary services provider's websites, public service announcements, notice given by providers, and by the primary service provider completing a mailing within 48 hours of the COOP activation if the move to an alternate location is expected to last 4 days or longer. Additionally, the phone message on the Coalition's and/or the primary services provider's phone systems will instruct callers to dial the number at the relocation site.

3. *Describe how the facilities, property, equipment, participant records, fiscal records, and other pertinent information will be secured and accessed outside of normal work hours at the point of notification of activation of the COOP.*

The Emergency Coordinating Officer will contact the relocation team on their cell phone or home phone numbers who will be asked to come into work at a designated time depending on conditions. Then working with the relocation team, he/she will ensure that all equipment, records and other property that is endangered by the disaster has been moved off site as conditions permit before closing the office. Each department will maintain a list of equipment and files to be moved in the event of COOP activation. The list will be prioritized in case there is not time to move everything listed. All employees available will be responsible for clearing equipment and supplies from desktops.

The Emergency Coordinating Officer will assure that office doors are locked and that the outside doors to the building have been secured and building alarm set. The alarm company and local law enforcement officials will be notified of staff's temporary move to another location. Copies of insurance policies and equipment warranties will be kept in a file labeled COOP Insurance & Warranties and taken to the new location by the Emergency Coordinating Officer.

III-4 Transition to Alternate Operations

- a. Following the activation of the COOP and establishment of communication links at an alternate facility, the Emergency Coordinating Officer and/or their designee will order the cessation of operations at their main sites.
- b. The Emergency Coordinating Officer and/or his/her designee will notify OEL and the State of Florida Emergency Operations Center that an emergency relocation of the coalition staff is complete and will provide new contact numbers.
- c. As appropriate, the Emergency Coordinating Officer or his/her designee notifies press, news media, outside customers, vendors and other service providers of the temporary relocation (including any changes to coalition contact information).
 1. *Provide the titles of the individuals who will be responsible for this activity.*

The Emergency Coordinating Officer will be ultimately responsible for insuring that notification is made to the individuals listed above.

The Emergency Coordinating Officer will be aided by primary service provider and management staff.

He/she will be aided by the SVP of Administration and Compliance, the CFO and the Finance Manager as needed. The task of notifying parents will be the responsibility of the primary service provider.

III-5 Site-Support Responsibilities

Following notification that a relocation of the coalition staff has been ordered or is in progress, the facility contact at the alternate relocation point will coordinate with the Emergency Coordinating Officer and/or his/her designee in preparation for the activation of the COOP and to receive the Relocation Team. This includes providing for the protection and movement of records. Staff from OEL's statewide data system may assist with establishing connectivity and maintaining support for the required systems and databases.

1. *Provide a description of the local coalition's process to establish communications, computer access and transfer of records to the alternate facility. This may include accessing off-site records and/or back-up systems which have stored data available. This should include administrative, fiscal and programmatic records/data.*

Administrative Services will be set up at the alternate site. Computer back-ups will be used on a laptop if the computer system is not available. For the primary school readiness services, laptop computers and the e-mail, will be moved to the relocation site and set up as soon as possible. The latest available back-up will be brought for all systems. If the servers are inoperable, space on servers at other Coalitions or at the software vendor will be obtained. New servers will be obtained as quickly as possible if the servers are permanently damaged.

The coalition staff and IT Manager will work with OEL staff to establish connectivity and maintaining support for the required systems and databases. If it is not possible to obtain the latest back-up from on site, the latest back-up stored off-site will be retrieved as soon as possible and that will be used to restore systems.

SECTION IV: PHASE II - ALTERNATE OPERATIONS

IV-1 Execution of Mission-Essential Functions

Upon COOP activation, the coalition will begin providing support for the following functions:

- a. Monitoring and assessing the situation that required the relocation;
- b. Monitoring the status of personnel and resources;
- c. Planning and preparing for the restoration of operations at the main facilities or other long-term facility.

IV-2 Establishment of Communications

- a. The coalition staff in conjunction with OEL Information Technology staff will ensure all necessary and preplanned communications systems are established, adequate, and functioning properly; and will service and correct any faulty or inadequate communications systems.
- b. The alternate facility should be pre-equipped with computer, telephone and fax lines.
- c. The coalition will ensure continual updates are provided in the form of telephone contacts, press releases and web page updates in order to optimize our communication efforts to both internal and external customers.

IV-3 Relocation Team

- a. Relocation Team Responsibilities: As soon as possible following their arrival at the designated alternate relocation point, the Relocation Team members will begin providing support for the following functions:
 - (1) Coordinating transition of coalition's mission-essential functions to the alternate relocation point.
 - (2) Disseminating administrative and logistics information upon arrival. This information must cover the operational procedures for the next 30 days.

IV-4 Augmentation of Staff and Other Resources

- a. If it becomes evident that the coalition staff cannot ensure the continuous performance of mission-essential functions, the coalition, in coordination with OEL, will determine the additional positions necessary to ensure the continuous performance of mission-essential functions.
- b. The coalition, with assistance from OEL if needed, will then ensure that the identified positions are staffed with individuals who have the requisite skills to perform the tasks.
- c. The coalition in cooperation with OEL will ensure that all resources needed to sustain operations for 30 days are acquired.

IV-5 Amplification of Guidance to All Personnel

- a. The coalition will develop informative memorandum for dissemination to its staff, subcontractors, OEL, and the local community to include child care providers and parents, regarding the duration of alternate operations, pertinent information on child care payments, location(s) for services, payroll, time and attendance, duty assignments, travel authorizations and reimbursements. The coalition will disseminate the information to the appropriate staff.
 - b. The coalition has responsibility for consideration of the health and emotional well-being of their staff and families. This includes obtaining information and providing guidance on any medical or special needs of their staff and families.
1. *Describe any services offered by the coalition such as an Employee Assistance Program (EAP), or community based relationships which may be accessed if needed.*

The Coalition's health insurance coverage includes a service offered to all employees of the Coalition that offers counseling, health services, financial advice as well as other services. This information is given to all employees annually and at the time of hire. In the case of a disaster contact information and the service available will be re-distributed to all employees.

IV-6 Development of Plans and Schedules for Reconstitution and Termination

- a. The coalition will develop Reconstitution and Termination Plans and Schedules to ensure an orderly transition of all coalition functions, personnel, equipment, and records from the temporary alternate location to a new or restored facility.
- b. The coalition will approve the plans and schedules prior to the cessation of operations, and will submit the plan to OEL in writing, as soon as is feasibly possible.
- c. The coalition will take the lead role in overseeing the Reconstitution and Termination process.

SECTION V: PHASE III - RECONSTITUTION AND TERMINATION

V-1 Overview

Within 24 hours of an emergency relocation, the coalition will initiate operations to salvage, restore, and recover the affected facilities after the approval of the local and federal law enforcement and emergency services, if involved. Reconstitution procedures will commence when it is ascertained that the emergency situation has ended and is unlikely to recur. Once this determination has been made, one or a combination of the following options may be implemented, depending on the situation:

- a. Continue to perform mission essential functions at the alternate relocation point for up to 30 days.
- b. Begin an orderly return to the main facilities affected and reconstitute full operations.
- c. Establish operations in some other facility in the same geographical area.

V-2 Procedures

Upon a decision by the coalition, that the main facility can be reoccupied, or that a different facility will be secured for the coalition:

- a. The coalition will oversee the orderly transition of all functions, personnel, equipment, and records from the alternate relocation point to a new or restored facility.
- b. Prior to relocating back to the main facility or another building, the coalition will ensure appropriate security, safety, and health assessments for suitability.
- c. The staff remaining at the alternate relocation point will transfer mission- essential functions and resume normal operations when the equipment and documents are in place at the new or restored facility.

V-3 After-Action Review and Remedial Action Plan

- a. An After-Action Review (information collection process) will be initiated prior to the cessation of operations at the alternate relocation point. The information to be collected will, at a minimum, include information from any employee working during the COOP activation and a review of the strengths and weaknesses at the conclusion of the operations.
- b. The information is incorporated into a COOP Remedial Action Plan. Recommendations for changes to the COOP and any accompanying documents will be developed and incorporated into the COOP annual review process.

PROFILE

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

Building Contact for Coalition: Marie Creonte-Hanson
Phone: (904) 342-2267

Mission-Essential Functions performed in facility:

- Executive Direction

- Programmatic Funds Distribution
- Information Technology Support/Maintenance
- Communications
- Finance & Accounting Services
- Facilities/Property Management Services
- Program Technical Assistance and Support
- Program oversight and direction for Early Learning Coalitions

Mission-Essential Data Systems and Records:

- Resource and Referral
- Unified Waiting List
- Financial Management Tracking System (EFS)
- Simplified Point of Entry
- Web-EFS
- Customer Information Control System (CICS) Mainframe
- Internet

Alternate Facilities:

	1. CareerSource Fleming Island Business Park 1845 Town Center Blvd., Ste. 150 Orange Park, FL 32003	2. Episcopal Children's Services Early Learning Center #9 45089 Third Ave. Callahan, FL 32011
3. CareerSource 96042 Lofton Square Yulee, FL 32097	4. Episcopal Children's Services Early Learning 5 Clark St. St. Augustine, FL 32084	5. Early Learning Coalition of North Florida 3841 Reid St. Palatka, FL 32177

Note: Selected Alternate Facilities are fully functional offices with established telephone, computer and fax lines.

Attachment 2

ALTERNATE SITE LOCATIONS

In the case that the Early Learning Coalition of North Florida finds that due to emergency circumstances operations could no longer continue from its present locations at 2450 Old Moultrie Rd., Suite 103, St. Augustine, FL 32086 and/or 3841 Reid St., Palatka, FL 32177.

1. ELC of Flagler and Volusia Counties
230 N. Beach St.
Daytona Beach, FL 321
2. Episcopal Children's Services
5 Clark St.
St. Augustine, FL 32284
3. Episcopal Children's Services
8649 Baypine Rd, Bldg. 7, Ste 300
Jacksonville, FL 32256
4. CareerSource
96042 Lofton Square
Yulee, FL 32097
5. Episcopal Children's Services Early Learning Center #9
45089 Third Ave.
Callahan, FL 32011
6. CareerSource
Fleming Island Business Park
1845 Town Center Blvd., Ste. 150
Orange Park, FL 32003

Attachment 3

Designated Emergency Coordinating Officers

ELC OF NORTH FLORIDA			
Dawn E. Bell	Chief Executive Officer, Early Learning Coalition of North Florida	W: 904-342-2267 F: 904-342-2268 C: 904-377-5248	dbell@elcnorthflorida.org
Marie Creonte-Hanson	Office Manager, Early Learning Coalition of North Florida	W: 904-342-2267 F: 904-342-2268	mhanson@elcnorthflorida.org

Attachment 4

Executive Leadership Team

Dawn Bell

Chief Executive Officer
Early Learning Coalition of North Florida, Inc.
Work Number: 904-342-2267
dbell@elcnorthflorida.org

Brittany Goodson

Finance Manager
Early Learning Coalition of N. F. Inc.
Work Number: 904-342-2267
bgoodson@elcnorthflorida.org

Marie Hanson

Office Manager
Early Learning Coalition of North Florida, Inc.
Work Number: 904-342-2267
mhanson@elcnorthflorida.org

Key Primary Service Provider Staff:

Dr. Natalya Bannister Roby

CEO
8649 Baypine Road, Bldg. 7, Ste. 300
Jacksonville, FL 32256
(904)726-1500
natalya.robby@ecs4kids.org

Robert Simmons

Vice President of Information Tech.
8649 Baypine Road, Bldg. 7, Ste.300
Jacksonville, FL 32256
(904)726-1500
rsimmons@ecs4kids.org

Jeanne Dillard

COO
8649 Baypine Road, Bldg. 7, Ste. 300
Jacksonville, FL 32256
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jdillard@ecs4kids.org

Heather Hodges

Vice President of Human Resources
8649 Baypine Road, Bldg. 7, Ste. 300
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hhodges@ecs4kids.org

Teresa Matheny

Chief of Programs
8649 Baypine Road, Bldg. 7, Ste. 300
Jacksonville, FL 32256
(904)726-1500
tmatheny@ecs4kids.org

Dr. Renee Lawson

VP of Head Start/Early Head Start
8649 Baypine Road, Bldg. 7, Ste. 300
Jacksonville, FL 32256
(904)726-1500

Wendy Hughes

Chief Business Officer
8649 Baypine Road, Bldg. 7, Ste. 300
Jacksonville, FL 32256
wendy.hughes@ecs4kids.org

Attachment 5

Attachment 5
Potential Alternative Service Providers

1. Office of Early Learning
250 Marriott Drive

Tallahassee, Florida 32399

(850) 717-8601

2. Kids Hope Alliance
1095 A. Phillip Randolph Ave.
Jacksonville, FL 32202
(904) 630-3647

3. The Early Learning Coalition of Duval County
6500 Bowden Rd. Suite 290
Jacksonville, FL 32216
(904) 208-2044

Attachment 6a

STAFF ROSTER – COOP PLAN

****CONFIDENTIAL****

	<p>Administrative Office: 2450 Old Moultrie Rd., Ste. 103, St. Augustine, FL 32086 Phone: (904) 342-2267 Fax: (904) 342-2268 Website: www.elcnorthflorida.org</p>
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Name	Title	Extension or Phone #	Email address
Dawn Bell	Chief Executive Officer	Admin: 904-342-2267 x204	dbell@elcnorthflorida.org
Cheryl Lynette Clark	Screening Specialist	904-726-1500 x245 Episcopal Children's Services (ECS)	lclark@ecs4kids.org
Marie Hanson	Office Manager	Admin: 904-342-2267 x 203	mhanson@elcnorthflorida.org
Tajaro Dixon	Grants and Operations Manager	Putnam:386-328-6232	tdixon@elcnorthflorida.org
Stephanie LaRoche	Screening Specialist	904-726-1500 x 103 Episcopal Children's Services (ECS)	slaroch@ecs4kids.org
Susan Murphy	Program Support Specialist	Admin: 904-342-2267	smurphy@elcnorthflorida.org
Brittany Goodson	Finance Manager	Admin: 904-342-2267 x206	bgoodson@elcnorthflorida.org
Joan Whitson	Program Support Specialist	Admin: 904-342-2267 x202	jwhitson@elcnorthflorida.org

Attachment 6b

I. COALITION OPERATIONS

A. Membership

<p align="center">Early Learning Coalition of North Florida Approved as of [12/04/24]</p>								
Count or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi-county coalitions, indicate the county the member represents	Date Appointed	Length of Current Term and Date it Will End	Term
1	Chair, appointed by the Governor	Yes	Vacant				April 30, 2021 Retired	
2	Private sector appointed by the Governor	Yes	Cranford R. Coleman	Private Sector; Baronco Management Consultants, Inc	Clay	Nov. 22, 2013	4 year April 30, 2016	1
3	Private sector appointed by the Governor	Yes	Brian H. Graham	Private Sector: Dixie Strategies, LLC.	Clay	May 14, 2015	4 year April 30, 2019	2
4	Department of Children & Family Services regional administrator or designee	Yes	Mala Ramoutar Dept. of Children and Families Child Care Regulations	County Department of Children and Families	Northeast Region: Baker, Bradford, Clay, Nassau, Putnam, St. Johns	September 2024	4 Year September 2028	1 1
5	District superintendent of schools or designee	Yes	Jessica Stallings Putnam County School District	Putnam County School District	Putnam	March 2022	4 Year March 2026	1
6	Local Workforce Board Executive director or designee	Yes	Renee L. Williams CareerSource Northeast Florida District Director, Clay & Putnam	Regional Workforce Board: CareerSource	District 8: Clay, Baker Nassau, Putnam and St. Johns.	Sept. 2014	Seated until replaced	
7	County health department director or designee	Yes	Tatianna Gaines	County Health Department, Putnam County	Putnam.	December 2023 2024	4 Year December 2027 2028	1

Early Learning Coalition of North Florida
Approved as of [12/04/24]

Cou nt or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi- county coalitions, indicate the county the member represents	Date Appoint ed	Length of Current Term and Date it Will End	Ter m
8	President of a Florida College System institution or his or her permanent designee	Yes	Dr. Myrna Allen St. Johns River State College	Community College: St. Johns River State	Clay, Putnam, St. Johns	Sept.. 2014	Seated Until replaced	
9	Member appointed by Board of County Commissioners or the governing board of a municipality	Yes	Ann Taylor	Board of County Commissioners or municipal governing board; St. Johns Board of County Commissioners	St. Johns	Decemb er 2024	December 2028	1
10	Head Start Director	Yes	Brian McElhone	Head Start; Director, Early Childhood Services and District Assessment Development	St. Johns	Start: July 2017 Second term start date: July 2021	4 Year July 2025	2
11	Representative of private for-profit child care providers	Yes	Tamela Bocher	Orange Park Preschool, LLC	Clay	Decemb er 2024	Decembe r 2028	1
12	Representative of faith based child care providers	Yes	Theresa Little	Faith Based Child Care; Diocese of St. Augustine	St Johns	Start: Dec. 2016 Second term start date: Dec 2020	4 Year 12/2020 12/2024	1 2
13	Representative of program under federal Individuals with Disabilities Education Act	Yes	Marsha Peacock Florida Diagnostic & Learning Resources,	Director of Instructional Services for Florida Diagnostic & Learning Resources System for the North East Florida Education Consortium	Putnam	Septemb er 2021	4 Year September 2025	1
N/A	Children services council or juvenile	Yes, if applicable	N/A					

Early Learning Coalition of North Florida
Approved as of [12/04/24]

County or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi-county coalitions, indicate the county the member represents	Date Appointed	Length of Current Term and Date it Will End	Term
	welfare board chair or executive director from each county, if applicable							
14	DCF child care regulation representative or child care licensing agency head	Yes	Cassandra Bloom Dept. of Children and Families	Department of Children & Families Childcare Licensing	Northeast Region: Baker, Bradford, Clay Nassau, Putnam, St. Johns	December 2023	December 2027	1
15	Private Sector Business	Yes, if needed to meet multi-county representation	Michelle Jonihakis	Private Sector: TD Bank	St. Johns	December 2018 December 2022	4 Year December 2022 December 2026	1 2
16	Private Sector Business	Yes, if needed to meet multi-county representation	Aubrie Simpson-Gotham	Private Sector: Fostering Connections	St. Johns	December 2018 December 2022	4 Year December 2022 December 2026	1 2
17	Private Sector Business	Yes, if needed to meet multi-county representation	Bailey Steele	Private Sector Childcare counts LLC	Clay	Sept. 2024	Sept 2028	1
18	Private Sector Business	Yes, if needed to meet multi-county representation	Mike Siragusa	Private Sector; Upchurch Bailey and Upchurch, Attorney at Law	St. Johns	September 2018 Second term start date: Sept. 2022	4 Year September 2022 Sept. 2026	2
19	Private Sector Business	Yes, if needed to meet multi-county representation	Vina Delcomyn	Private Sector; Awakenings Association Management	Clay	September 2020 Second term start date: Sept 2024	4 Year September 2024 September 2028	2
20	Private Sector Business	Yes, if needed to meet multi-county	Mary Ann Holanchock	Retired Private Sector	St. Johns	June 2021	4 Year June 2025	1

Early Learning Coalition of North Florida
Approved as of [12/04/24]

Cou nt or N/A	Designation in F.S. 1002.83(3) and (4)	Voting Member	Name Address Telephone Number Fax Number Email Address	Affiliation and/or Employment	For multi- county coalitions, indicate the county the member represents	Date Appoint ed	Length of Current Term and Date it Will End	Ter m
		representati on						
21	Private Sector Business	Yes, if needed to meet multi- county representati on	Leslie A. Barstow	Private Sector Agape Family Health & Baptist Medical Center	St. Johns	March 2022	4 Year March 2026	1
22	Private Sector Business	Yes, if needed to meet multi- county representati on	Makayla Buchanan	Florida Chamber of Commerce	Clay	Sept. 2024	Sept. 2028	1
23	District Superintendent of Schools or Designee Ex Officio	No	Lisa Koburger	Baker County pre- K/Kindergarten Center	Baker	Decemb er 2024	Decembe r 2028	1
24	Private Sector Business	Yes	Andrea Ramirez	Private Sector Tender Care Medical Services	St. Johns	Decemb er 2024	Decembe r 2028	1

Early Learning Coalition of North Florida Membership Management
Approved as of [12/04/24]

- I. TOTAL MEMBERSHIP : 23**
- II. TOTAL NON-VOTING EX OFFICIO MEMBERSHIP: 1**
- III. NUMBER OF VACANCIES IN REQUIRED POSITIONS: 1**

**Subcontractor – Episcopal Children’s Services
Employee/Contractor Contact List - One-Stop Centers**

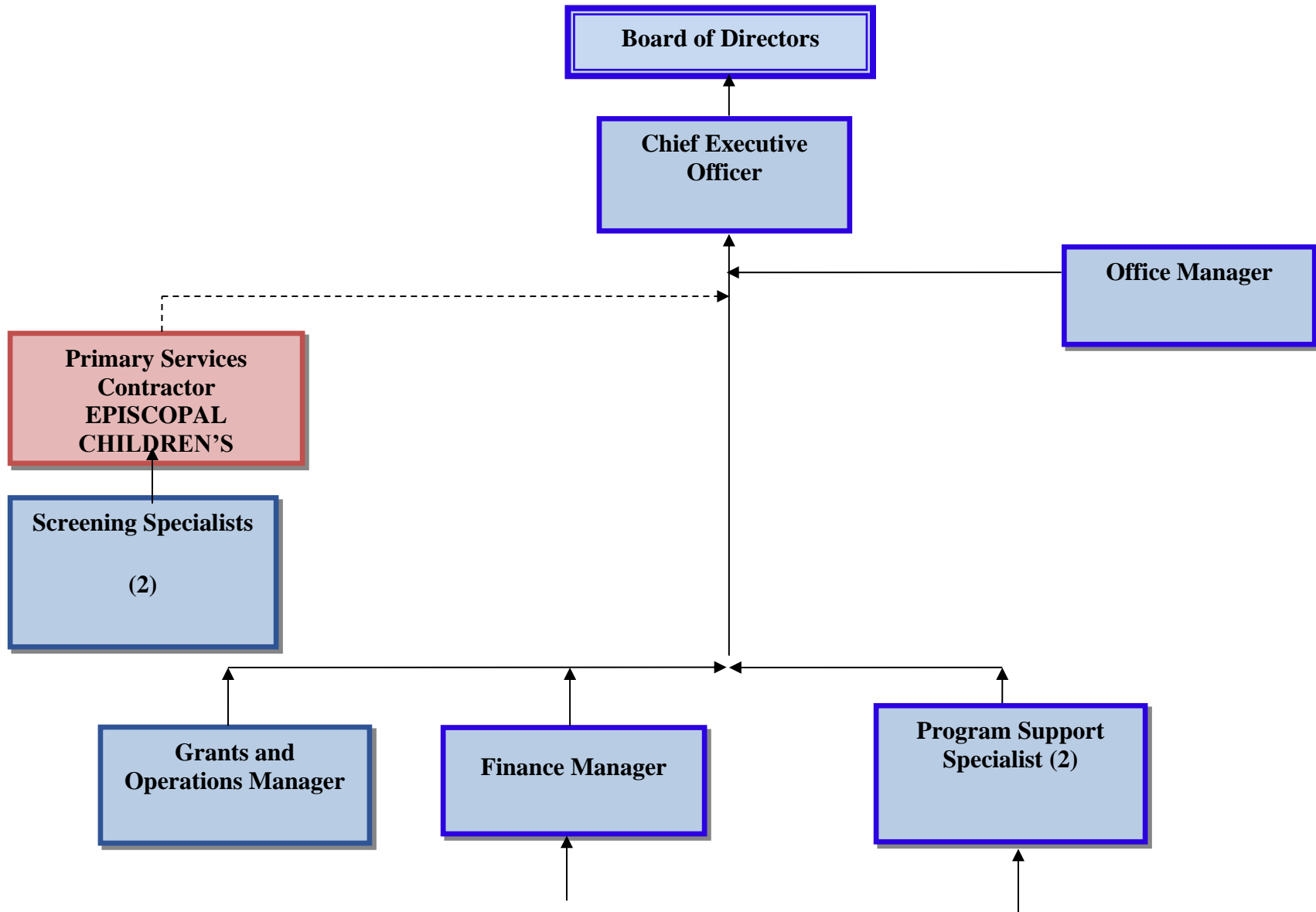
Employee Names:	Office Phone	Cell #	Home Phone	Supervisor
Michele Goytia	(904) 213-3939 x 2082		N/A	Shanda Ellis
Vickie Hancock	(904) 964-1543		N/A	Mary Catherine Quigley
Holly Poole	(904) 432-0009		N/A	Mary Catherin Quigley
Leatricia Ahmadu	(904) 213-3939		N/A	Emily Taylor
Courtney White	(904) 213-3939		N/A	Emily Taylor
Sharon Greene	(904) 770-2565		N/A	Emily Taylor
Florine Reeves	904-726-1500		N/A	Mary Catherine Quigley
Christina Jackson	(386) 385-3450 x 2884		N/A	Emily Taylor
Shalanda Hall	904-726-1500		N/A	Mary Catherine Quigley
Eryss Meguia	(904) 259-9169		N/A	Mary Catherine Quigley
Mary Catherine Quigley	(904) 432-0009 Ext. 2626		N/A	Shanda Ellis
Jacqueline Chimino	(904) 213-3939			Emily Taylor
Jena Waters	(386) 385-3450		N/A	A
Sherry Tindale	(386) 385-3450			
April Florida	(904) 770- 2565 x 105			Emily Taylor
Martha Castaneda	(904) 770- 2565			Emily Taylor

MEMORANDUM OF THE EARLY LEARNING COALITION OF NORTH FLORIDA

TO: Florida's Office of Early Learning
FROM: Dawn E. Bell, Chief Executive Officer
DATE: June 26, 2015
SUBJECT: Delegation of Authority

In the event that the CEO of the Early Learning Coalition of North Florida, Dawn E. Bell should be unavailable during the activation of the Continuity of Operations Plan or when activation of the plan is being contemplated, decision making capability for the Early Learning Coalition of North Florida will pass to the Office Manager, Marie Hanson. In the event that Marie Hanson is unavailable, decision making capability will pass to the Finance Manager, Susan Pettijohn. If Susan Pettijohn is also unavailable, decision making capability will then pass to Tajaro Dixon, Grants and Operations Manager.

ATTACHMENT 7B
ORGANIZATIONAL CHART



Effective: 10/01/2024

Attachment 8a
Parent and Provider Newsletter
Emergency Operations Procedures

Dear Parents and Providers,

Florida has unpredictable hurricane activity from year to year and in some cases child care providers may need to have temporary closings or parents may be unable to take their children to their child care providers. The Early Learning Coalition of North Florida and its service provider, Episcopal Children's Services have also had day long closings due to the weather. Of course a variety of circumstances could result in emergency closures and the activation of our emergency operations plan, known as the COOP plan.

Parents

If a parent needs child care during the emergency and their regular provider has closed, they will be allowed to transfer temporarily until the original child care provider reopens. After that, a parent will be required to have a transfer form completed by the original provider to make the transfer permanent. Episcopal will have Family Service Specialist available to help parents locate emergency care. If your local county office is closed, call the Episcopal main number at 1-800-238-3463 to speak to a Family Service Specialist that can help you.

Providers

In the event that The Early Learning Coalition of North Florida activated their COOP plan due to an area wide emergency, providers forced to close will be paid for the duration of the emergency, not to exceed 10 days total absences for the month in any one month. Child care providers need to mark the attendance roster with the first letter of the storm or otherwise indicate the cause of the closure. In the case of Hurricane Frances for example, rosters would be marked with an "F" for the days closed. If child care were closed due to a security issue, a provider might use an "S" for security. The important thing is that when someone looks at the roster, perhaps a year from now, that it is clear that the absences were due to unusual circumstances.

Providers closing due to conditions not considered an area wide emergency can not be paid for their closures. An example would be if a provider closed due to a water main break affecting only their center. Saint Johns is also prohibited by federal law to pay twice for the same child for the same time period. Therefore, if a parent transfers to another center during the emergency, we can only pay the provider that actually provides the care.

In the event of a COOP plan activation, The Early Learning Coalition of North Florida, and Episcopal Children's Services, will notify providers as soon as possible by phone, fax, or e-mail. At the same time ECS asks that after an emergency or disaster providers let us know whether you are open and when you expect to open. Please call the ECS office closest to you or our main number after an area wide emergency to let us know your status. We will also accept provider damage reports, in order to keep the state informed of the area's needs.

If we have moved to another location during the emergency, we will also ask providers to post a notice to parents in their centers saying that we are now in emergency operations, giving our contact information,. Additionally, our emergency information will be posted on our web site at ecs4kids.org and on our voice mail at 1-800-238-3463. If the relocation and the emergency plan are expected to last for more than a day or two, parents will also be notified of the changes by mail.

We hope this information will make dealing any future emergencies a little easier. If we can be of any further assistance, please feel free to contact your local family services specialist or the Episcopal Children's Services main office at 1-800-238-3463.

Sincerely,
Teresa Matheny

Attachment 8 B

CANNED NEWS RELEASE

Prior to Activation of COOP

The Early Learning Coalition of North Florida and/or Episcopal Children’s Services, serving Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties Early Learning families, are temporarily moving operations as of _____ from _____ to _____ due to the following occurrence: _____. Families or others in _____ County needing services may call _____ to reach the Coalition or Episcopal representative. Families that reside in a county not named may contact their local One Stop Office. More information may be obtained by going to www.elcnorthflorida.org or www.ecs4kids.org. You will be informed when operations return to our regular place of business.

During Activation of COOP

The Early Learning Coalition of North Florida and/or Episcopal Children’s Services, serving Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties, have temporarily moved operations as of _____ to _____ due to _____. Families or others in _____ County(ies) needing services may call _____ to reach a Coalition or Episcopal representative. Families that reside in a county not named may contact their local One Stop Office. More information may be obtained by going to www.elcnorthflorida.org or www.ecs4kids.org. You will be informed when operations return to our regular place of business.

COOP Plan Is Ended

The Early Learning Coalition of North Florida and/or Episcopal Children’s Services, serving Baker, Bradford, Clay, Nassau, Putnam and St. Johns Counties have ended emergency operations from _____ and will once again be available to serve families from our regular business offices. Families needing service may call _____ or 904-726-1500. More information may be obtained by going to www.elcnorthflorida.org or www.ecs4kids.org.

Attachment 9

Infectious Disease Emergency Addendum to the ELCNF COOP Plan

INTRODUCTION

BACKGROUND

Infectious disease emergencies are circumstances caused by biological agents, including organisms such as bacteria, viruses or toxins with the potential for significant illness or death in the population. Infectious disease emergencies may include naturally occurring outbreaks (e.g., measles, mumps, meningococcal disease), emerging infectious diseases (e.g., COVID-19, SARS, avian influenza), and bioterrorism. The circumstances of infectious disease emergencies may vary by multiple factors, including type of biological agent, scale of exposure, mode of transmission and intentionality (bioterrorism), and many others. Public health measures to contain such outbreaks are especially important for diseases with high morbidity or mortality and limited medical prophylaxis and/or treatment. The ELCNF will follow all protocol as directed by the State of Florida.

PURPOSE

The purpose of the Infectious Disease Emergency Addendum Plan is to offer additional guidance to the existing COOP plan in the case of outbreaks of diseases caused by infectious agents, biological toxins, or responding to other infectious disease emergencies as defined above.

Activities that may be implemented during an Infectious Disease Emergency include:

- Coordination with other city, regional, state and federal agencies and other organizations responding to a large public health emergency. The employees of the Early Learning Coalition are to be considered interchangeable during emergencies and should be willing to serve in other agency roles to ensure operational needs during these emergencies as well as following the emergency during a rebuild.
- Development and dissemination of information and guidance for our employees to ensure proper protocols with the community we serve.
- Public health disease containment measures such as infection control, isolation and quarantine, or restriction and clearance.
- Coordination of internal work processes and management of alternate work when necessary.

SCOPE

An infectious disease emergency occurs when urgent and possibly extensive public health and medical interventions are needed to respond to and contain an infectious disease outbreak or biological threat that has the potential for significant morbidity and mortality in the Northeast Florida area. The communicable disease control and prevention efforts will include routinely receiving reports of cases of infectious disease and will update staff as a result of these reports and the State of Florida's plan for containment measures. This plan is intended to be used for any infectious disease emergency that requires a response that may require changing normal ELCNF business operations in order to maintain the health and safety of our employees, the clients we serve, and the public at large.

TRAVEL

In light of the foregoing, the ELCNF would also like to ask employees to self-identify whether they or a family member have traveled to impacted regions where the current threat has been indicated. (i.e., areas with extensive person-to-person transmission of the illness).

For those employees identified as having potential exposure, the ELCNF may direct you to work from home if the C.D.C. recommends an incubation period.

Employees who do not want to provide information about travel or potential exposure may also be asked to work from home or not work until it has been determined that the employee is safe to return to work. The ELCNF will follow all guidelines as indicated by the CDC, State and local Health officials.

CLOSURE OF ELCNF WORK LOCATIONS

In the need to prevent illness, when recommended by State of Florida or Federal officials, the closure of ELCNF locations may become necessary.

In this case, all employees will need to be prepared to work remotely to ensure the continuity of our operations. This will be completed in the following manner:

- Employees previously approved to work from home may continue to do so immediately. Check in calls and/or electronic correspondence with his or her supervisor for accountability will be conducted and work to be performed will be documented.
- Employees not yet approved to work from home but whose positions allow for work from home may do so with daily supervisory check in's and a detailed list of approved duties completed and submitted to their immediate supervisor.
 - Employees should check their home internet connectivity ability by logging into <https://www.speedtest.net/> and send a screenshot of the connect ability results to Compass MSP at help@compassmsp.com or call Compass at 904-777-0087 to gauge the ability to be successful with your work load or receive assistance.
 - Employees at the main office location in St. Augustine can check their voicemail through their email . For our employees working in the two remote offices, please leave a greeting on your office phone that you are not in the office but will be checking your voicemails daily and will respond to those calls as soon as it is conveniently possible. You should also provide the main St. Augustine Office number on your greeting as well to allow for an alternate option for the caller.
- All other employees whose positions normally do not allow for work from home; where possible and based on ELCNF agency needs, may be assigned alternative duties which can be completed from home. These positions will also be required to participate in check in's and be willing to work with alternative duties during the emergency closure period or use available paid leave to cover the period of time the ELCNF is closed. These employees should also check their connectivity and follow the guidelines regarding their phones outlined above.

WHEN ILLNESS STRIKES

- Follow guidelines posted by the Centers for Disease Control and Prevention (CDC).
- Employees are encouraged to utilize Florida Blue Teladoc services, unless their symptoms are severe. www.teladoc.com or 1-800-835-2362
- Use wellness CDC based programs to instruct all ELCNF employees about hygiene and disease prevention.
- Tell employees to stay home if they have a fever and cough and to seek care for severe respiratory distress. All employees who are sick during emergency closures, or who report in as sick, during these times, should not work.
- Once offices re-open, all employees who are sick or show symptoms of illness should remain home until fever is gone for a minimum of 24 hours and be evaluated by a physician before returning to work.
- If employees need to be off work for a long time for issues related to an infectious disease, these issues will be handled on a case-by-case basis by Executive Director Dawn Bell and or the Office Manager, Marie Hanson.

Identifying Coronavirus Symptoms

Common coronaviruses typically cause mild to moderate upper-respiratory tract illnesses, and those affected exhibit cold-like symptoms. The most common symptoms include:

- Headache
- Cough
- Fever
- Sore throat
- Runny nose

Some cases of coronavirus can be more severe, and individuals experience more serious lower respiratory tract illnesses like bronchitis and pneumonia. For the elderly, infants and those with weakened immune systems, a coronavirus can be deadly. Therefore, it is important to report all flu and cold like symptoms and stay home to prevent spread.

ACTION ITEM SUMMARY

DESCRIPTION	Approval of Disposal of Inventory
Reason for Recommended Action	<p>Any disposal of property listed on Coalition inventory, must be board approved in order to proceed with the removal of any item on the inventory.</p> <p>Staff is asking permission to dispose of items that are no longer in good working order and are listed in Fair, Poor, Obsolete, Scrap Condition for tag numbers:</p> <ul style="list-style-type: none"> • ELCNF – 0002 WorkStation Furniture (7 cubicles-Putnam) • ELCNF – 0004 Avaya 1400 Series Digital Phones • ELCNF - 0006 Putnam One Stop building sign <p><u>If this is not done, the following would occur:</u></p> <ul style="list-style-type: none"> • The Coalition would have to hold on to inventory that is no longer being used.
How the Action will be accomplished	Board Approval



Program Guidance 240.02 Attachment A
Tangible Personal Property

Surplus Property Form

TO: DEL _____ FROM: Early Learning Coalition of North Florida
325 West Gaines Street 2450 Old Moultrie Road, Ste103
Tallahassee, FL 32399 St. Augustine, FL 32086

PAGE: 1

DATE: 12/16/2024

ID Tag #	Description of Property (w/name, make, model # and manufacturer)	Physical Location of Property Being Made Surplus	Condition*	Serial Number	Comments	ADDRESS: 2450 Old Moultrie Road Suite 103 St. Augustine, FL 32086	CUSTODIAN DELEGATE: Marie Hanson	TELEPHONE NUMBER: 904-342-2267	FAX NUMBER: 904-342-2268
ELCNF-0002	Work Station Furniture (7 cubicles)	821 S. State 19 Rd, Palatka, FL 32177	P	N/A	Requesting disposal item is no longer relevant				
ELCNF 004 Phones	Avaya 1400 Series Digital	821 S. State 19 Rd, Palatka, FL 32177	P	N/A	Requesting disposal item is no longer relevant				
ELCNF 0006	Putnam One Stop building sign	821 S. State 19 Rd, Palatka, FL 32177	P	N/A	Requesting disposal item is in very poor condition				

*CONDITION OF PROPERTY: E = EXCELLENT; G = GOOD; F = FAIR; P = POOR;

I HEREBY CERTIFY THIS PROPERTY AS SURPLUS.

SUBMITTING CUSTODIAN SIGNATURE: *Marie Hanson*

Marie Hanson

From: Marie Hanson
Sent: Monday, December 16, 2024 3:31 PM
To: James Finch
Subject: Disposal of inventory items
Attachments: ECS Disposal 12.16.2024.pdf

Hello James,

Please see the attached surplus property form for you to forward to the Coalition Executive directors and Finance Directors. Thank you for your assistance with this.

Marie E. C. Hanson

Office Manager
Early Learning Coalition of North Florida
2450 Old Moultrie Road Suite 103
St. Augustine, FL 32086
904-342-2267
Cell: 508-326-3322

Website: elcnorthflorida.org
facebook.com/elcnorthflorida

Please note my work schedule: Monday through Thursday 8:30 am to 4:30 pm



SUNSHINE LAW AND PUBLIC RECORDS CAUTION: 1) The Florida Government in the Sunshine Law prohibits discussion outside a duly noticed meeting between any two or more Early Learning Coalition of North Florida Board members regarding any matter that may come before the Board. This prohibition extends to discussions via e-mail. 2) Furthermore, most e-mail communications made or received by the ELC of North Florida members are considered public records that must be retained and, upon request, made available

Marie Hanson

From: James Finch <James.Finch@del.fldoe.org>
Sent: Monday, December 16, 2024 3:42 PM
To: Marie Hanson
Subject: FW: Disposal of inventory items
Attachments: ECS Disposal 12.16.2024.pdf

FYI

From: James Finch
Sent: Monday, December 16, 2024 3:42 PM
Cc: #DEL FABS Grant Managers <DELFABSGrantManagers@del.fldoe.org>
Subject: FW: Disposal of inventory items

Good Afternoon Coalition Executive and Finance Directors -

Please see the attached surplus property list. Contact the Coalition below if you're interested in any of these items.
Thanks

Marie E. C. Hanson

Office Manager
Early Learning Coalition of North Florida
2450 Old Moultrie Road Suite 103
St. Augustine, FL 32086
904-342-2267
Cell: 508-326-3322

Website: elcnorthflorida.org
facebook.com/elcnorthflorida

Please note my work schedule: Monday through Thursday 8:30 am to 4:30 pm



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