ELCMC Early Learning Coalition of Marion County, Inc.

In partnership with

United Way Success By 6

2300 SW 17th Road, Ocala, FL 34471
352-369-2315 FAX 352-369-2475

www.elc-marion.org

Our Vision Statement

Children and Families in our community will have access to quality early learning programs that nurture their learning potential and prepare them for their educational success.

EXECUTIVE COMMITTEE MEETING AGENDA

June 10, 2021 – 8:30 a.m.

To participate in this meeting via teleconference, register using the link below.
https://attendee.gotowebinar.com/register/8471558287168115214

8:30 a.m.	Call to Order	R. Colen
8:31 a.m.	Roll Call	B. Montalvo
8:32 a.m.	Consent Agenda	Section 1

ACTION ITEM

8:36 a.m.	2021 – 2022 Budget	Handout – R. Fricks / D. Johnson
8:40 a.m.	OEL Grant Agreement for FY 2021 – 2022	Section 2 – R. Fricks / D. Johnson
8:44 a.m.	Board Nominations for Private Sector	Section 3 – R. Fricks
8:48 a.m.	Board Nominations for FCCH & Private Child Care Provider	Section 4 – R. Fricks
8:52 a.m.	Anti-Fraud Plan for FY 2021 – 2022	Section 5 – R. Fricks / L. Sims
8:56 a.m.	Personnel Policies for FY 2021 – 2022	Section 6 – R. Fricks / B. Montalvo

DISCUSSION ITEMS

9:00 a.m.	2021 Legislation
9:04 a.m.	By-Laws
9:08 a.m.	2021 – 2022 Notice of Meetings

CHIEF EXECUTIVE OFFICER'S REPORT

Public Comment

Adjournment

Good Beginnings = Great Endings

MEETING SCHEDULE for FY 2020 – 2021

Success By 6 Leadership Council 9:00 AM, Friday	Executive Committee 8:30 AM, Thursday	Full Board of Directors 8:30 AM, Thursday	Finance Committee 8:30 AM, Thursday	Help Me Grow Leadership Team 11:00 AM, Thursday
6-18-21	6-10-21	6-24-21		

- **ALL meetings** will be held at ELCMC, 2300 SW 17th Road, Ocala, FL 34471 or **via conference call**

Section

1

Consent Agenda

- May 13, 2021 Executive Committee Meeting Minutes
- Financials for April 2021
- Current Events through May 2021
- Community Foundation Statement for May 2021

Early Learning Coalition of Marion County: Executive Committee Meeting Minutes

Date/Time: **May 13, 2021 at 8:30 AM**

Location: **Early Learning Coalition of Marion County / Via Conference Call**

Present: **Robert Colen; Brenda Ford, Doug Day**

Present via Conference Call: **Cara Meeks**

Absent: **Kathy Robbins**

Staff Present: **Roseann Fricks, Chief Executive Officer; DeAnna Johnson, Chief Finance Officer; Beatriz Montalvo, Administrative Services / HR Director; Marcelle Easter, Business Information Director**

Agenda Item	Summary/Discussion	Action
Call to Order	Executive Committee meeting was called to order. Beatriz Montalvo called roll and a quorum was present.	**ACTION ITEM:** Robert Colen called the meeting to order at 8:33 AM.
Consideration of the Consent Agenda	The minutes from the April 8, 2021 Executive Committee meeting, Financials for March 2021, Current Events through April 2021, and Community Foundation Statements for April 2021 were included in the packet with the consent agenda.	**ACTION ITEM:** Doug Day moved to approve, and Brenda Ford seconded the motion. Motion carried unanimously.
Revision to Fiscal Policy Manual	The Fiscal Manual management discovered that the original Incentive Compensation policy and procedure had been omitted from the new revised manual approved on October 11, 2018. Management updated the Fiscal Manual to include the omitted policy, as listed on the Action Sheet.	**ACTION ITEM:** Cara Meeks moved to approve, and Doug Day seconded the motion. Motion carried unanimously.
2020 – 2021 – Budget Revision – 7E	DeAnna discussed the revisions in the budget to reallocate line items based upon the factors, as listed on the Action Sheet.	**ACTION ITEM:** Brenda Ford moved to approve, and Doug Day seconded the motion. Motion carried unanimously.
990	Roseann asked via email to approve the 2019 – 2020 990. Management reviewed the preliminary report and requested electronic votes for final approval of the Executive Committee acting as Board to ensure timely submission to the IRS.	**ACTION ITEM:** The Action was tabled and emailed for approval on May 14th. Votes were collected through QuickTap Survey. Brenda Ford moved to approve, and Kathy Robbins seconded the motion. Motion carried unanimously.
Officers for FY 2021 – 2022	Roseann asked to approve the following Slate of Officers for fiscal year 2021 – 2022: • Robert Colen – Chair (Governor appointed) • Cara Meeks – Past Vice Chair • Kathy Robins – Vice Chair • Brenda Ford – Treasurer • Todd Panzer – Secretary	**ACTION ITEM:** Doug Day moved to approve, and Cara Meeks seconded the motion. Motion carried unanimously.
Travel Authorization for CEO & Officers for FY 2021 – 2022	Roseann asked to approve all necessary and appropriate travel expenses within the State of Florida for FY 2021 – 2022 for the Chief Executive Officer and the Executive Committee to conduct business on behalf of the Coalition, as detailed on the Action Sheet.	**ACTION ITEM:** Brenda Ford moved to approve, and Doug Day seconded the motion. Motion carried unanimously.
2021 Legislation	Roseann discussed the flyer included in the packet on the 2021 Legislation implementation and Action Plan.	**DISCUSSION**
Board Memberships	Roseann shared the names of Board Applicants interested in the vacant positions for FY 2021 – 2022. We will be sending a poll to providers to vote and bring final selections to Exec and Board for approval in June.	**DISCUSSION**
OEL Fiscal Review	Semi Annual Desk Review – Based on the finding from OEL the appropriate information, including various logos" was not	**DISCUSSION**

Agenda Item	Summary/Discussion	Action
	on these specific items. The costs for these items will be reimbursed to OEL using funds from the Coalition unrestricted account.	
Org Chart Update	Changes are coming from OEL. We have added several positions to our Org Chart in preparation to Gold Seal bringing added responsibilities to Coalitions. As well as additional federal funding that will be received by the Coalition for Family Services and Provider Services.	**DISCUSSION**
COVID–19 Update	ELC continues to take all necessary measures for a safe workplace.	**DISCUSSION**
Chief Executive Officer's Report	Roseann discussed the following highlights: • Per the guidance of OEL, Chief Executive Officers evaluations must be completed and sent to Tallahassee for approval. We have not received an implementation date for this as of yet but anticipate it will be in July 2022.	
Public Comment	None at this time.	
Adjournment		**Meeting adjourned at 9:23 AM**

Reported by: Beatriz Montalvo, Administrative Services / HR Director

Approved by: _____ 6/10/21
Signature Date

NOTE – For additional information on any of the above items, please contact C.E.O., Roseann Fricks at rfricks@elc-marion.org.

Early Learning Coalition of Marion County, Inc.
Budget vs. Actual
As of April 30, 2021

		Approved	Current Month To Date			Year to Date		Balance
		Budget (7B)		% of	Monthly		% of	of
GL Acct.	Revenues	13-May-21	Apr-21	Budget	Budget (1/12)	Actual	Budget	Budget
Contracts, Grants, and Other Financial Assistance		**$ 24,489,824.36**	**$ 1,294,961.27**		**$ 2,040,818.70**	**$ 14,838,838.43**	**60.59%**	**$ 9,650,985.93**
4001	FOEL: School Readiness(inc. Program Assessment	18,241,344.00	835,686.86	54.98%	1,520,112.00	10,469,384.29	57.39%	7,771,959.71
4001	FOEL: Voluntary Pre-kindergarten	5,688,279.00	421,171.49	88.85%	474,023.25	3,905,117.50	68.65%	1,783,161.50
4001	FOEL: Outreach & Awareness	7,293.00	-	0.00%	607.75	7,293.00	100.00%	-
4001	CF: Help Me Grow	121,906.66	8,283.11	81.54%	10,158.89	84,692.47	69.47%	37,214.19
4001	Grant: Community Foundation (CARES)	46,292.17	-	0.00%	3,857.68	46,292.17	100.00%	-
4010	Grant: Marion County (Match)	167,749.99	10,416.98	74.52%	13,979.17	146,918.73	87.58%	20,831.26
4020	Grant: Early Learning Florida	16,780.00	4,040.00	288.92%	1,398.33	7,005.00	41.75%	9,775.00
4020	Grant: Help Me Grow National Center	3,273.18	-	0.00%	272.77	4,273.18	130.55%	(1,000.00)
4020	Grant: JPB Foundation (HMG)	43,000.00	-	0.00%	3,583.33	43,000.00	100.00%	-
4020	Grant: Marshall's	7,500.00	-	0.00%	625.00	3,438.20	45.84%	4,061.80
4020	Grant: PNC	12,500.00	-	0.00%	1,041.67	12,500.00	100.00%	-
4020	Grant: United Way (Success by 6)	58,441.66	11,125.00	228.43%	4,870.14	48,950.00	83.76%	9,491.66
4020	Grant: United Way (VPK Expansion Program)	50,854.00	4,237.83	100.00%	4,237.83	42,378.34	83.33%	8,475.66
4020	Grant: WellCare	2,554.70	-	0.00%	212.89	-	0.00%	2,554.70
4050	Grant: Kiwanis (SB6)	7,056.00	-	0.00%	588.00	7,056.00	100.00%	-
4050	Gifts, Donations, and Pledges	15,000.00	-	0.00%	1,250.00	10,539.55	70.26%	4,460.45
Investment Earnings		**$ 2,060.00**	**$ 1,998.46**		**$ 171.67**	**$ 13,902.49**	**674.88%**	**$ (11,842.49)**
4100	Interest income	1,500.00	74.71	59.77%	125.00	1,349.80	89.99%	150.20
4991	Realized Gain on Investments	1,510.00	269.61	214.26%	125.83	1,751.82	116.01%	(241.82)
4992	Unrealized Gain on Investments	(950.00)	1,654.14	-2089.44%	(79.17)	10,800.87	-1136.93%	(11,750.87)
Other Miscellaneous Revenue		**$ 76,363.81**	**$ 6,830.17**		**$ 6,363.65**	**$ 55,990.37**	**73.32%**	**$ 20,373.44**
4201	Miscellaneous income	2,271.11	493.71	260.86%	189.26	2,764.82	121.74%	(493.71)
4210	Revenue: Provider Trainings	2,500.00	370.00	177.60%	208.33	2,240.00	89.60%	260.00
4900	Revenue: Development (Building Fund)	3,968.45	-	0.00%	330.70	2,648.45	66.74%	1,320.00
4901	Revenue: Vending (Building Fund)	1,000.00	-	0.00%	83.33	-	0.00%	1,000.00
4905	Revenue: Facility Rental	18,000.00	650.00	43.33%	1,500.00	13,700.00	76.11%	4,300.00
4999	In-Kind	48,624.25	5,316.46	131.21%	4,052.02	34,637.10	71.23%	13,987.15
	Total Revenues	**$ 24,568,248.17**	**$ 1,303,789.90**	**63.68%**	**$ 2,047,354.01**	**$ 14,908,731.29**	**65.77%**	**$ 9,659,516.88**
	Expenditures							
Employer Provided Salaries and Benefits		**$ 1,765,134.11**	**$ 130,147.83**	**88.48%**	**$ 147,094.51**	**$ 1,363,468.14**	**77.24%**	**$ 401,665.97**
5000	Salary: Directors (990 reportable)	216,235.66	16,573.67	91.98%	18,019.64	166,389.06	76.95%	49,846.60
5001	Salary: Exempt	381,670.74	29,721.99	93.45%	31,805.90	298,162.96	78.12%	83,507.78
5002	Salary: Hourly	826,930.65	59,284.42	86.03%	68,910.89	646,172.02	78.14%	180,758.63
5003	Salary: PLT Accrual	2,500.00	-	0.00%	208.33	-	0.00%	2,500.00
5005	Payroll Tax: Social Security	88,339.90	6,257.55	85.00%	7,361.66	64,668.32	73.20%	23,671.58
5006	Payroll Tax: Medicare	20,660.13	1,463.61	85.01%	1,721.68	15,124.34	73.21%	5,535.79
5007	Payroll Tax: SUTA	452.20	2,627.02	6971.30%	37.68	2,982.31	659.51%	(2,530.11)
5010	Insurance: Health	137,275.00	8,111.69	70.91%	11,439.58	103,460.18	75.37%	33,814.82
5011	Insurance: Dental	9,530.40	485.23	61.10%	794.20	6,587.39	69.12%	2,943.01
5020	Retirement: ER Contribution	65,723.67	4,770.01	87.09%	5,476.97	47,807.58	72.74%	17,916.09
5030	Insurance: Life	3,024.75	161.86	64.21%	252.06	2,284.75	75.54%	740.00
5031	Insurance: Short-term Disability	6,129.57	331.23	64.85%	510.80	4,712.26	76.88%	1,417.31
5032	Insurance: Long-term Disability	6,661.44	359.55	64.77%	555.12	5,116.97	76.81%	1,544.47
Staff Development		**$ 8,000.00**	**$ -**	**0.00%**	**$ 666.67**	**$ 7,079.70**	**88.50%**	**$ 920.30**
5100	Staff Development	8,000.00	-	0.00%	666.67	7,079.70	88.50%	920.30
Professional Services		**$ 183,743.00**	**$ 9,156.72**	**59.80%**	**$ 15,311.92**	**$ 116,757.52**	**63.54%**	**$ 66,985.48**
6002	Professional Services: Auditing	15,975.00	-	0.00%	1,331.25	2,500.00	15.65%	13,475.00
6005	Professional Services: IT Management	41,400.00	3,450.00	100.00%	3,450.00	34,500.00	83.33%	6,900.00
6010	Professional Services: Legal	5,800.00	-	0.00%	483.33	5,562.50	95.91%	237.50
6015	Professional Services: Program Agency	28,288.00	2,541.72	107.82%	2,357.33	17,168.94	60.69%	11,119.06
6025	Professional Services: Printing Svcs	500.00	-	0.00%	41.67	-	0.00%	500.00
6030	Professional Services: Bldg Rprs & Mtnc	18,050.00	565.00	37.56%	1,504.17	6,109.08	33.85%	11,940.92
6035	Professional Services: Other (Quality)	73,730.00	2,600.00	42.32%	6,144.17	50,917.00	69.06%	22,813.00
Direct Services - Child Care		**$ 19,229,841.12**	**$ 1,124,325.41**	**70.16%**	**$ 1,602,486.76**	**$ 11,927,253.16**	**62.02%**	**$ 7,302,587.96**
6500	Direct Services	19,229,841.12	1,124,325.41	70.16%	1,602,486.76	11,927,253.16	62.02%	7,302,587.96
Occupancy		**$ 64,558.42**	**$ 4,474.36**	**83.17%**	**$ 5,379.87**	**$ 45,880.98**	**71.07%**	**$ 18,677.44**
7000	Facility Rental	97.26	-	0.00%	8.11	$ 97.26	100.00%	-
7001	Utilities	27,015.00	1,760.36	78.19%	2,251.25	19,209.96	71.11%	7,805.04
7005	Janitorial Services	25,294.16	1,903.00	90.28%	2,107.85	18,765.26	74.19%	6,528.90
7007	Lawn Service	6,900.00	300.00	52.17%	575.00	3,360.00	48.70%	3,540.00
7008	Security System	4,452.00	371.00	100.00%	371.00	3,710.00	83.33%	742.00
7009	Pest Control	800.00	140.00	210.00%	66.67	738.50	92.31%	61.50

Early Learning Coalition of Marion County, Inc.
Budget vs. Actual
As of April 30, 2021

		Approved	Current Month To Date			Year to Date		Balance
		Budget (7B)		% of	Monthly		% of	of
GL Acct.	Revenues	13-May-21	Apr-21	Budget	Budget (1/12)	Actual	Budget	Budget
Postage, Freight, and Delivery		**$ 7,925.00**	**$ 174.18**	**26.37%**	**$ 660.42**	**$ 3,600.53**	**45.43%**	**$ 4,324.47**
7050	Postage and Shipping	7,925.00	174.18	26.37%	660.42	3,600.53	45.43%	4,324.47
Equipment Leases		**$ 4,486.35**	**$ 279.00**	**74.63%**	**$ 373.86**	**$ 3,728.50**	**83.11%**	**$ 757.85**
7100	Equipment Lease & Mtnc	4,486.35	279.00	74.63%	373.86	3,728.50	83.11%	757.85
Supplies		**$ 40,910.00**	**$ 629.14**	**18.45%**	**$ 3,409.17**	**$ 29,120.68**	**71.18%**	**$ 11,789.32**
7006	Janitorial Supplies	11,500.00	226.77	23.66%	958.33	6,919.61	60.17%	4,580.39
7150	Office Supplies & Expense	25,430.00	170.64	8.05%	2,119.17	19,189.74	75.46%	6,240.26
7151	Printing: Copier	3,980.00	231.73	69.87%	331.67	3,011.33	75.66%	968.67
Communications		**$ 20,602.00**	**$ 2,916.87**	**169.90%**	**$ 1,716.83**	**$ 18,320.18**	**88.92%**	**$ 2,281.82**
7200	Communication: Land Line	16,348.96	2,561.76	188.03%	1,362.41	14,780.04	90.40%	1,568.92
7201	Communication: Cellular	2,806.88	234.85	100.40%	233.91	2,335.78	83.22%	471.10
7202	Communication: Internet	1,446.16	120.26	99.79%	120.51	1,204.36	83.28%	241.80
Insurance		**$ 32,273.95**	**$ 2,435.82**	**90.57%**	**$ 2,689.50**	**$ 24,889.35**	**77.12%**	**$ 7,384.60**
7251	Insurance: D&O	8,568.00	702.30	98.36%	714.00	7,140.00	83.33%	1,428.00
7255	Insurance: Automobile (Rental)	1,272.00	104.26	98.36%	106.00	1,060.00	83.33%	212.00
7260	Insurance: General Liability	553.00	45.33	98.37%	46.08	460.83	83.33%	92.17
7265	Insurance: Workers Compensation	6,022.50	284.03	56.59%	501.88	3,013.18	50.03%	3,009.32
7270	Insurance: Property	8,612.60	705.95	98.36%	717.72	7,177.17	83.33%	1,435.43
7275	Insurance: Other	7,245.85	593.95	98.37%	603.82	6,038.17	83.33%	1,207.68
Tangible Personal Property		**$ 94,327.17**	**$ 75.00**	**0.95%**	**$ 7,860.60**	**$ 77,481.83**	**82.14%**	**$ 16,845.34**
7301	Equipment: = or > $1k	72,551.17	-	0.00%	6,045.93	61,524.00	84.80%	11,027.17
7302	Equipment: < $1k	16,776.00	-	0.00%	1,398.00	15,882.83	94.68%	893.17
7304	Furniture: < $1k	5,000.00	75.00	18.00%	416.67	75.00	1.50%	4,925.00
Quality Initiatives		**$ 2,895,824.00**	**$ 2,551.10**	**1.06%**	**$ 241,318.67**	**$ 1,039,487.30**	**35.90%**	**$ 1,856,336.70**
7401	Quality and Classroom Material	272,075.00	-	0.00%	22,672.92	90,168.76	33.14%	181,906.24
7405	Training Material	33,000.00	2,028.45	73.76%	2,750.00	25,593.65	77.56%	7,406.35
7410	Consumer Education & Outreach Material	76,350.00	522.65	8.21%	6,362.50	43,641.39	57.16%	32,708.61
7415	Grants to Providers	2,498,399.00	-	0.00%	208,199.92	876,097.00	35.07%	1,622,302.00
7420	Scholarship & Other Education Opportunities	16,000.00	-	0.00%	1,333.33	3,986.50	24.92%	12,013.50
7425	Wage Incentives	-	-	#DIV/0!	-	-	#DIV/0!	-
Other OEL Initiatives		**$ 12,500.00**	**$ 2,500.00**	**240.00%**	**$ 1,041.67**	**$ 4,625.00**	**37.00%**	**$ 7,875.00**
7436	Early Learning Florida	12,500.00	2,500.00	240.00%	1,041.67	4,625.00	37.00%	7,875.00
Travel		**$ 8,408.24**	**$ 59.58**	**8.50%**	**$ 700.69**	**$ 1,487.68**	**17.69%**	**$ 6,920.56**
7501	Travel: In-State	4,493.35	-	0.00%	374.45	768.17	17.10%	3,725.18
7510	Travel: In Service Area	3,914.89	59.58	18.26%	326.24	719.51	18.38%	3,195.38
Other Expenses		**$ 88,273.17**	**$ 5,758.38**	**78.28%**	**$ 7,356.10**	**$ 69,551.35**	**78.79%**	**$ 18,721.82**
7600	Administration Fees (CF - Bldg)	825.00	61.00	88.73%	68.75	665.21	80.63%	159.79
7601	Bank fees	107.28	-	0.00%	8.94	107.28	100.00%	-
7602	Merchant Service Fees (Includes PayPal)	259.20	19.24	89.07%	21.60	108.25	41.76%	150.95
7603	Interest expense	1,075.44	-	0.00%	89.62	1,075.44	100.00%	-
7605	Software-Licenses-Support	24,324.00	180.00	8.88%	2,027.00	21,587.97	88.75%	2,736.03
7610	Web services	1,700.00	-	0.00%	141.67	200.00	11.76%	1,500.00
7615	Other employee related expense	594.00	-	0.00%	49.50	412.76	69.49%	181.24
7616	Background Screening	560.00	-	0.00%	46.67	350.00	62.50%	210.00
7617	Drug Screening	320.00	-	0.00%	26.67	80.00	25.00%	240.00
7620	Membership Dues	8,064.00	100.00	14.88%	672.00	7,607.50	94.34%	456.50
7621	Subscriptions and Publications	150.00	-	0.00%	12.50	77.70	51.80%	72.30
7625	Taxes, licenses and fees	795.00	-	0.00%	66.25	1,971.27	247.96%	(1,176.27)
7900	Development Expense	200.00	-	0.00%	16.67	200.00	100.00%	-
7901	Vending Machine Supplies	675.00	81.68	145.21%	56.25	470.87	69.76%	204.13
9999	In-Kind expenditure	48,624.25	5,316.46	131.21%	4,052.02	34,637.10	71.23%	13,987.15
Other Program Expenses (Success by 6)		**$ 75,876.64**	**$ 3,066.41**	**48.50%**	**$ 6,323.05**	**$ 52,757.21**	**69.53%**	**$ 23,119.43**
8510	Infant Safe Sleep	2,011.22	-	0.00%	167.60	1,985.52	98.72%	25.70
8530	Special Projects	53,318.82	-	0.00%	4,443.24	42,294.44	79.32%	11,024.38
8540	Parent Education-Incentives (allowable)	7,026.60	2,866.41	489.52%	585.55	3,542.25	50.41%	3,484.35
8551	Parent Incentive (Unallowable)	13,520.00	200.00	17.75%	1,126.67	4,935.00	36.50%	8,585.00
Depreciation		**$ 46,855.08**	**$ 3,904.60**	**100.00%**	**$ 3,904.59**	**$ 39,082.87**	**83.41%**	**$ 7,809.13**
9001	Depreciation	46,855.08	3,904.60	100.00%	3,904.59	39,045.95	83.33%	7,809.13
9998	Prior Year Overage	$ -	-	#DIV/0!	-	$ 36.92	#DIV/0!	(36.92)
	Total Expenditures	**$ 24,579,538.25**	**$ 1,292,454.40**	**63.10%**	**$ 2,048,294.85**	**$ 14,824,571.98**	**60.31%**	**$ 9,755,003.19**
	Net Income	$ (11,290.08)	$ 11,335.50		(940.84)	$ 84,159.31		$ (95,486.31)

ELCMC Early Learning Coalition of Marion County, Inc.

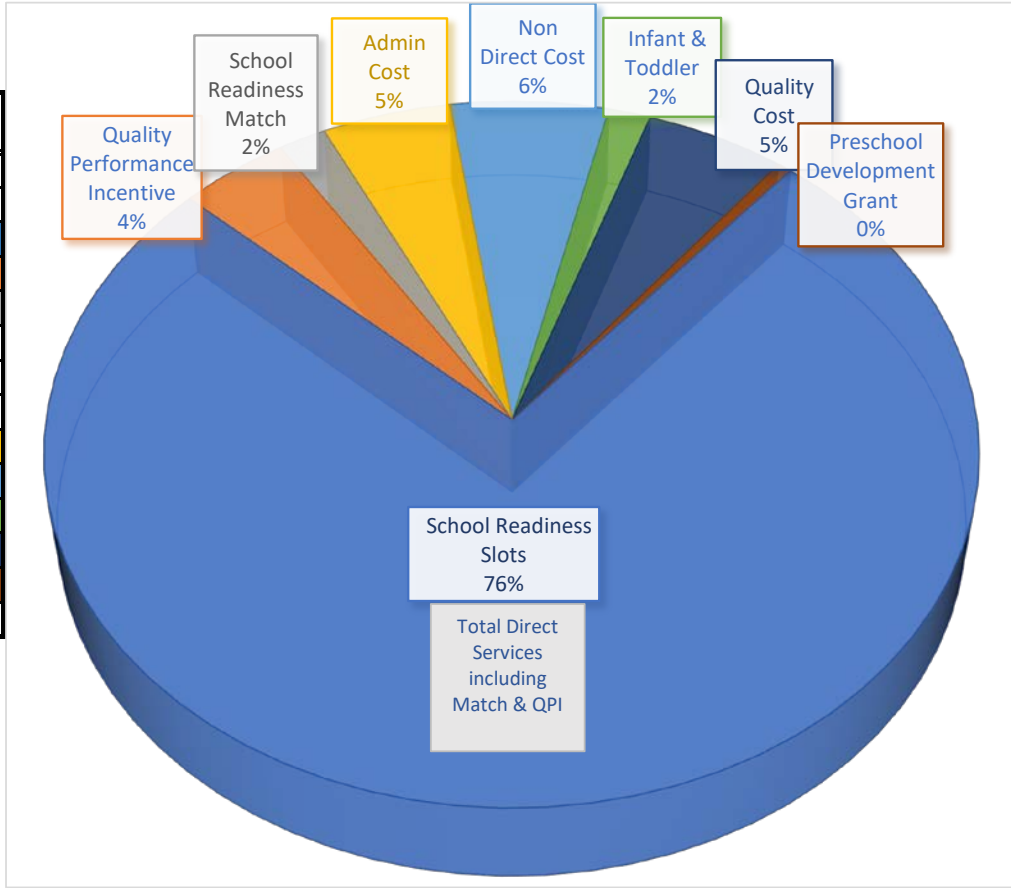
Fiscal Year Ending June 30, 2020

Line #	Budget Line Item Account Name	Coalition Programs		Year to Date Analysis				Variance Analysis Notes	Agency Plan of Action
		2020-21 Budget	Actual Expenses as of 04/30/2021	% of Year	% of Budget	Over/Under	Variance %		
001	SR Direct Child Services	$ 11,546,681.85	$ 6,990,269.02	83.33%	60.54%	Under	-22.79%	Enrollment is down as a whole.	Continue to monitor activity and adjust OEL allocation of funding by OCA as necessary.
002	VPK Direct Child Services	$ 5,499,713.12	$ 3,469,418.44	83.33%	63.08%	Under	-20.25%	Enrollment is down as a whole. Possible de-ob.	
003	CARES Direct Child Services	$ 1,893,652.16	$ 1,309,630.88	83.33%	69.16%	Under	-14.17%	Rcvd new NOA 05/7/21 with add't funds to be spent by 6/30/21.	No adjustments necessary
004	Other Direct Child Services	$ 289,793.99	$ 157,934.82	83.33%	54.50%	Under	-28.83%	Enrollment is down as a whole. Additional funding has not yet been allocated to slots by OCA.	Continue to monitor activity and adjust OEL allocation of funding by OCA as necessary.
005	Salaries and Benefits	$ 1,765,134.11	$ 1,363,468.14	83.33%	77.24%	Under	-6.09%		
006	Staff Development	$ 8,000.00	$ 7,079.70	83.33%	88.50%	Over	5.16%		
007	Professional Services	$ 183,743.00	$ 116,757.52	83.33%	63.54%	Under	-19.79%	Timing of planned expenditures	No adjustments necessary
008	Occupancy	$ 64,558.42	$ 45,880.98	83.33%	71.07%	Under	-12.26%	Timing of planned expenditures	No adjustments necessary
009	Postage, Freight, and Delivery	$ 7,925.00	$ 3,600.53	83.33%	45.43%	Under	-37.90%	Number of certified mail for ASQs has been reduced due to COVID.	Adjustments necessary
010	Equipment Leases	$ 4,486.35	$ 3,728.50	83.33%	83.11%	Under	-0.23%		
011	Supplies	$ 40,910.00	$ 29,120.68	83.33%	71.18%	Under	-12.15%	Timing of scheduled purchases	No adjustments necessary
012	Communications	$ 20,602.00	$ 18,320.18	83.33%	88.92%	Over	5.59%		
013	Insurance	$ 32,273.95	$ 24,889.35	83.33%	77.12%	Under	-6.21%		
014	Tangible Personal Property	$ 94,327.17	$ 77,481.83	83.33%	82.14%	Under	-1.19%	Timing of scheduled purchases	No adjustments necessary
015	Quality Initiatives	$ 2,895,824.00	$ 1,039,487.30	83.33%	35.90%	Under	-47.44%		
016	OEL Special Projects	$ 12,500.00	$ 4,625.00	83.33%	37.00%	Under	-46.33%	Timing of scheduled courses	Specific contract funds. Cannot reallocate expenditures or re-ob/de-ob.
017	Travel	$ 8,408.24	$ 1,487.68	83.33%	17.69%	Under	-65.64%	Travel delayed due to COVID	Adjustments necessary
018	Other Expenses	$ 88,273.17	$ 69,551.35	83.33%	78.79%	Under	-4.54%		
019	Other Program Expenses (SB6)	$ 75,876.64	$ 52,757.21	83.33%	69.53%	Under	-13.80%	Timing of scheduled purchases	No adjustments necessary
020	Depreciation/PY Adjustment	$ 46,855.08	$ 39,082.87	83.33%	83.41%	Over	0.08%		
	TOTAL	**$ 24,579,538.25**	**$ 14,824,571.98**	**83.33%**	**60.31%**	**Under**	**-23.02%**		

ELCMC Early Learning Coalition of Marion County, Inc.

ANALYSIS OF SCHOOL READINESS EARMARKS
For the Fiscal Year Ending June 30, 2021

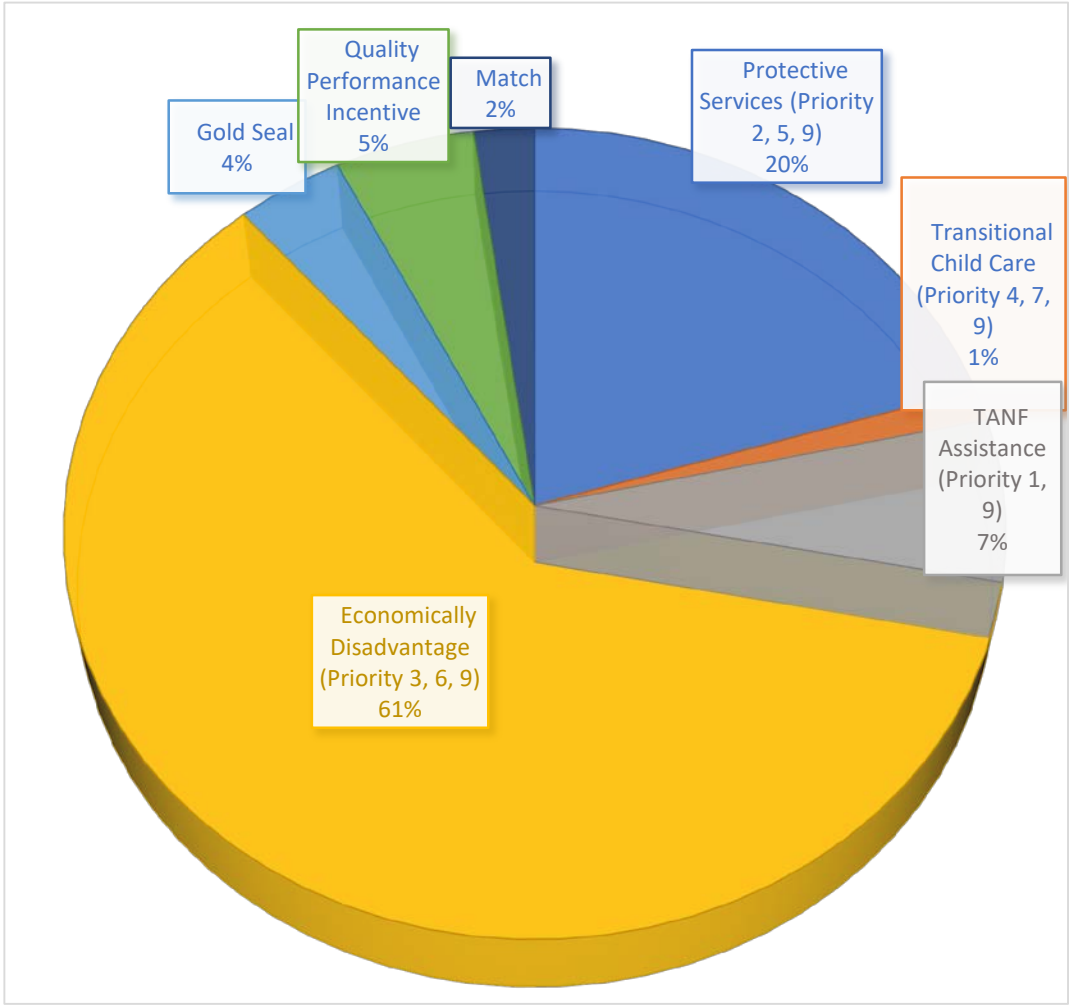
CATEGORY OF SPENDING	2020-2021 Notice of Award	Actual as of 04/30/21	Current Earmark	Earmarks / Restrictions
AWARD AMOUNT	**$ 14,129,373**	**$ 8,551,275**		
DIRECT SERVICES:				
School Readiness Slots	10,726,214	6,470,268		Minimum 78%
Quality Performance Incentive	471,951	357,245		Maximum $421,951
School Readiness Match	190,961	155,419		Maximum $190,961
TOTAL DIRECT SERVICE	**$ 11,389,126**	**$ 6,982,932**	**81.66%**	Minimum 78%
NON DIRECT SERVICES:				
Admin Cost	699,819	417,377	4.88%	Maximum 5%
Non Direct Cost	1,196,948	514,312	6.01%	
Infant & Toddler	150,630	135,951	1.59%	Minimum $150,630
Quality Cost	559,855	454,367	5.31%	Minimum 4%
Preschool Development Grant	132,995	46,337	0.54%	Maximum $132,995
TOTAL NON DIRECT SERVICES	**$ 2,740,247**	**$ 1,568,343**	**18.34%**	Maximum 22%



ELCMC Early Learning Coalition of Marion County, Inc.

ANALYSIS OF SCHOOL READINESS DIRECT SERVICES BY ELIGIBILITY
For the Fiscal Year Ending June 30, 2021

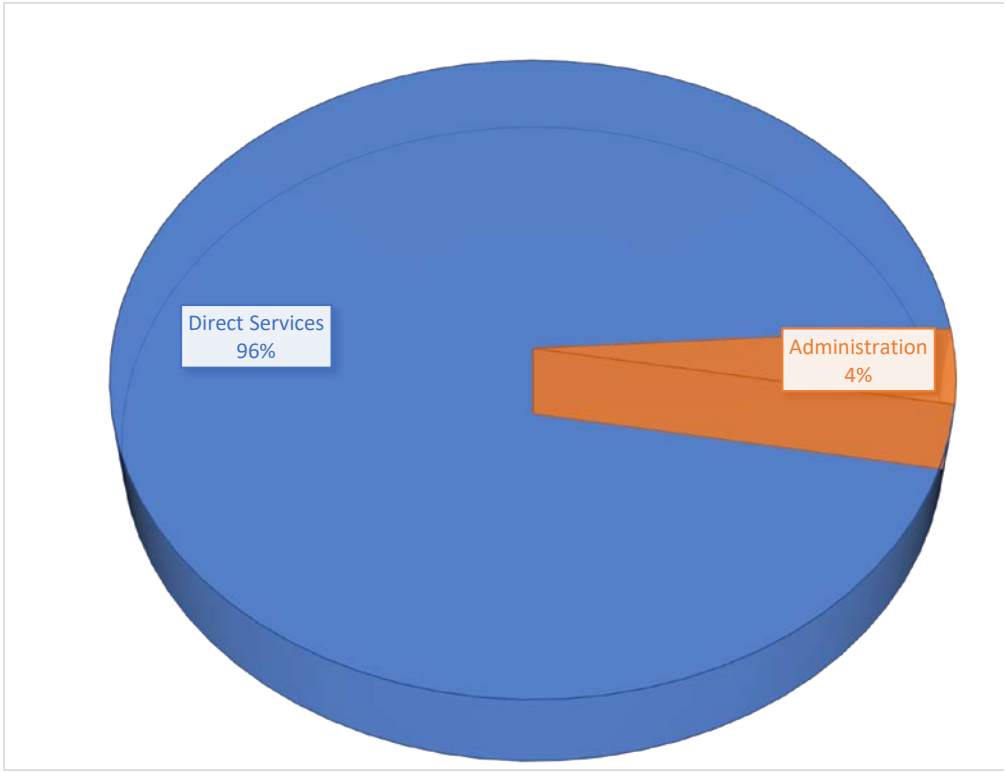
CATEGORY	Actual as of 04/30/21
DIRECT SERVICES:	
Protective Services (Priority 2, 5, 9)	1,413,057
Transitional Child Care (Priority 4, 7, 9)	88,972
TANF Assistance (Priority 1, 9)	450,596
Economically Disadvantage (Priority 3, 6, 9)	4,230,612
Gold Seal	276,022
Quality Performance Incentive	357,245
Match	155,419
TOTAL DIRECT SERVICES	**$ 5,558,866**



ELCMC Early Learning Coalition of Marion County, Inc.

ANALYSIS OF VOLUNTARY PRE-KINDERGARTEN BUDGET
For the Fiscal Year Ending June 30, 2021

CATEGORY OF SPENDING	2020-21 Notice of Award	Actual as of 04/30/21	Current Earmark	Earmarks/Restrictions /Comments
Direct Services	$ 5,499,713	$ 3,441,107	95.47%	Not including provider pre-payments
Administration	$ 188,566	$ 135,031	3.92%	Maximum 4% of actual Direct Services
AWARD AMOUNT	**$ 5,688,279**	**$ 3,604,449**		



CURRENT EVENTS
CEO Report 2020 - 2021

	July	August	September	October	November	December	January	February	March	April	May	June	Yr. Total
Customer (Parent/Caregiver) Service													
Inclusion Services	3	0	4	6	10	5	3	8	6	10	6		61
Fraud Reports	0	0	0	0	0	1	0	0	4	0	2		7
Quality Initiative Services													
Number of SR Child Care Providers	97	98	98	103	103	103	96	95	95	105	95		
Number of VPK Child Care Providers	98	100	100	107	107	107	101	102	101	107	89		
Trainings Provided	0	0	3	4	5	5	6	13	4	3	6		49
Attendees	0	0	63	110	66	34	43	125	46	103	114		704
Community Awareness													
Number of Staff Attended Events	0	8	2	3	2	1	4	1	4	2	1		28
Children's Books, Parent Resources, Etc. distributed to the Community (Events/Agencies/Businesses)	6,547	66	912	559	851	1,582	383	4,174	1,158	733	379		17,344
ELCMC Website Statistics													
Number of Visits	6,268	5,833	5,414	5,040	3,973	4,361	6,439	5,750	6,101	6,130	6,431		61,740
Average Visits Per Day	202	188	181	163	133	141	208	206	197	204	207		2,030
Facebook Total Likes - Help Me Grow	7	2	3	1	3	1	4	7	2	-1	2		31
Facebook Total Likes - ELCMC	4	12	9	9	43	27	14	28	29	8	16		199
Parent Education													
Read Aloud Partners	444	444	445	446	464	464	465	467	468	469	470		
Bucket of Books	381	382	382	383	398	398	399	401	402	403	404		
Pack N Plays distributed	10	3	4	1	4	16	5	0	15	6	9		73
Car Seat Fittings Training	0	1	12	9	6	14	5	12	2	4	1		66
Parents as Teachers Classes	0	0	0	2	2	3	3	2	3	3	4		22
Parents as Teachers Attendees	0	0	0	18	14	20	21	16	15	18	29		151
Staff Development													
Presentations	1	3	3	4	7	2	1	3	2	3	1		30
Trainings Attended	11	3	3	6	2	3	12	2	7	4	11		64

For specific details on any of the above activities plese contact Beatriz Montalvo at bmontalvo@elc-marion.org

REGIONS
ENDOWMENTS AND FOUNDATIONS

Community Foundation of Ocala Marion County

Early Learning Coalition of Marion County

Account Statement
May 1, 2021 - May 31, 2021

Community Foundation of Ocala Marion County
324 SE 24th Street
Ocala, FL 34471

Account Summary	Year to Date	Current Period
Beginning Balance (May 1, 2021)	**$91,077.32**	**$75,773.04**
Contributions	**$7,250.00**	**$650.00**
Dividends & Interest	**$405.03**	**$69.95**
Realized Gains	**$1,162.10**	**$97.71**
Unrealized Gains	**$2,363.12**	**$413.29**
Distributions	**($25,000.00)**	**$0.00**
Miscellaneous Fees	**($316.72)**	**($63.14)**
Bank Fees	**$0.00**	**$0.00**
Transfers	**$0.00**	**$0.00**
Ending Balance (May 31, 2021)	**$76,940.85**	**$76,940.85**

Contributions to Account

Date Received	Transaction Date	Description	Quantity	Net Proceeds
05/04/2021	05/04/2021			$650.00
Total				**$650.00**

47400

Handouts

ELCMC Early Learning Coalition of Marion County, Inc.

In partnership with United Way SUCCESS BY 6™

Action Sheet

EXECUTIVE COMMITTEE

June 10, 2021

SUBJECT: 2021 – 2022 ELCMC Proposed Line-Item Budget

PROPOSED ACTION

Approve 2021 - 2022 ELCMC Proposed Line-Item Budget.

BACKGROUND INFORMATION

The following proposals are based on revenue funding as approved within the State budget for School Readiness and VPK funding amounts for fiscal year 2021 - 2022 as approved by the House and State Senate.

The budget also includes additional program funding from other funders including the Children's Forum for the Help Me Grow program, United Way for the Success by 6 program and VPK Expansion Program, Marion County Board of County Commissioners for match funds, and Early Learning Florida.

The attached budget proposal complies with the current School Readiness allocation requirements as detailed in our Grant Agreement. The attached budget has 82% allocated for direct services for school readiness, 5% to Admin, and 13% to other non-direct services, including quality and infant/toddler.

Current (2020 – 2021) OEL requirements are 78% for direct services, maximum of 5% for admin., and 4% for quality and 13% maximum for other non-direct services, including infant/toddler.

The above is anticipated to be in effect for the 2021 – 2022 fiscal year.

Further support is anticipated throughout the upcoming year from the Office of Early Learning for the following funding streams:

- Coronavirus Aid, Relief, and Economic Recovery (CARES) Act
- Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act
- American Rescue Plan Act (ARPA)
- Preschool Development Grant Renewal (PDG-R)
- Match funding

Upon receipt of the notice of awards for these additional funding streams, management will submit revised budgets for approval.

To be presented at the Full Board meeting: June 24, 2021

Supporting Documentation Included:

- 2021 - 2022 ELCMC proposed line-item budget

Early Learning Coalition of Marion County, Inc.
2021 - 2022
Proposed Budget

		Budget (Rev 7)	Proposed Budget	Variance
		2020-21	2021-22	2021-22
GL Acct.	**Revenues**			
Contracts, Grants, and Other Financial Assistance		**$ 24,489,824.36**	**$ 17,781,296.66**	**$ (6,708,527.70)**
4001	FOEL: School Readiness	18,241,344.00	11,718,807.00	(6,522,537.00)
4001	FOEL: Voluntary Pre-kindergarten	5,688,279.00	5,688,279.00	-
4001	FOEL: Outreach & Awareness	7,293.00	-	(7,293.00)
4001	CF: Help Me Grow	121,906.66	121,906.66	-
4010	Grant: Marion County (Match)	167,749.99	125,000.00	(42,749.99)
4020	Grant: Community Foundation (CARES - IT Grant)	46,292.17	-	(46,292.17)
4020	Grant: Early Learning Florida	16,780.00	12,500.00	(4,280.00)
4020	Grant: Help Me Grow National Center (WIC)	3,273.18	-	(3,273.18)
4020	Grant: JPB Foundation (HMG - Infant Basic Needs)	43,000.00	-	(43,000.00)
4020	Grant: Marshall's	7,500.00	-	(7,500.00)
4020	Grant: PNC	12,500.00	-	(12,500.00)
4020	Grant: United Way (Success by 6)	58,441.66	48,950.00	(9,491.66)
4020	Grant: United Way (VPK Expansion Program)	50,854.00	50,854.00	-
4020	Grant: WellCare	2,554.70	-	(2,554.70)
4050	Grant: Kiwanis (SB6)	7,056.00	-	(7,056.00)
4050	Gifts, Donations, and Pledges	15,000.00	15,000.00	-
Investment Earnings		**$ 2,060.00**	**$ 8,500.00**	**$ 6,440.00**
4101	Interest income	1,500.00	1,500.00	-
4991	Realized Gain on Investments	1,510.00	2,000.00	490.00
4992	Unrealized Gain on Investments	(950.00)	5,000.00	5,950.00
Other Miscellaneous Revenue		**$ 76,363.81**	**$ 47,800.00**	**$ (28,563.81)**
4201	Miscellaneous income	2,271.11	2,500.00	228.89
4210	Revenue: Provider Trainings	2,500.00	4,000.00	1,500.00
4300	Revenue: Special Events	-	-	-
4900	Revenue: Development (Building Fund)	3,968.45	2,500.00	(1,468.45)
4901	Revenue: Vending (Building Fund)	1,000.00	1,000.00	-
4905	Revenue: Facility Rental (Building Fund)	18,000.00	7,800.00	(10,200.00)
4998	Prior Year OEL Adjustment	-	-	-
4999	In-Kind	48,624.25	30,000.00	(18,624.25)
	Total Revenue	$ 24,568,248.17	$ 17,837,596.66	$ (6,730,651.51)
	Expenditures			
Employer Provided Salaries and Benefits		**$ 1,765,134.11**	**$ 1,967,675.09**	**$ 202,540.98**
5000	Salary: Directors (990 reportable)	216,235.66	206,633.82	(9,601.84)
5001	Salary: Exempt	381,670.74	605,096.72	223,425.98
5002	Salary: Hourly	826,930.65	743,572.57	(83,358.08)
5003	Salary: PLT Accrual	2,500.00	8,500.00	6,000.00
5005	Payroll Tax: Social Security	88,339.90	96,428.79	8,088.89
5006	Payroll Tax: Medicare	20,660.13	21,996.26	1,336.13
5007	Payroll Tax: SUTA	452.20	4,921.00	4,468.80
5010	Insurance: Health	137,275.00	173,850.00	36,575.00
5011	Insurance: Dental	9,530.40	10,512.32	981.92
5020	Retirement: ER Contribution	65,723.67	78,017.02	12,293.35
5030	Insurance: Life	3,024.75	3,385.50	360.75
5031	Insurance: Short-term Disability	6,129.57	7,081.11	951.54
5032	Insurance: Long-term Disability	6,661.44	7,679.98	1,018.54
Staff Development		**$ 8,000.00**	**$ 6,071.01**	**$ 2,000.00**
5100	Staff Development (OEL, Unrestricted)	8,000.00	10,000.00	2,000.00
Professional Services		**$ 183,743.00**	**$ 162,480.00**	**$ (21,263.00)**
6000	Professional Services: Consultant	-	-	-
6002	Professional Services: Auditing	15,975.00	16,500.00	525.00
6005	Professional Services: IT Management	41,400.00	41,400.00	-
6010	Professional Services: Legal	5,800.00	5,800.00	-
6015	Professional Services: Program Agency	28,288.00	-	(28,288.00)
6025	Professional Services: Printing Svcs	500.00	500.00	-
6030	Professional Services: Bldg Rprs & Mtnc	18,050.00	16,100.00	(1,950.00)
6035	Professional Services: Other (Quality)	73,730.00	82,180.00	8,450.00
Direct Services - Child Care		**$ 19,229,841.12**	**$ 15,252,052.37**	**$ (3,977,788.75)**
6500	Direct Services	19,229,841.12	15,252,052.37	(3,977,788.75)
Occupancy		**$ 64,558.42**	**$ 69,637.00**	**$ 5,078.58**
7000	Facility Rental (offsite events-Trainings)	97.26	-	(97.26)
7001	Utilities	27,015.00	25,515.00	(1,500.00)
7005	Janitorial Services	25,294.16	27,511.00	2,216.84
7007	Lawn Service	6,900.00	4,000.00	(2,900.00)
7008	Security System	4,452.00	11,811.00	7,359.00
7009	Pest Control	800.00	800.00	-
Postage, Freight, and Delivery		**$ 7,925.00**	**$ 4,876.95**	**$ (3,048.05)**
7050	Postage and Shipping	7,925.00	4,876.95	(3,048.05)

Early Learning Coalition of Marion County, Inc.
2021 - 2022
Proposed Budget

		Budget (Rev 7)	Proposed Budget	Variance
		2020-21	2021-22	2021-22
GL Acct.	**Revenues**			
Equipment Leases		**$ 4,486.35**	**$ 4,317.32**	**$ (169.03)**
7100	Equipment Lease & Mtnc	4,486.35	4,317.32	(169.03)
Supplies		**$ 40,910.00**	**$ 22,543.33**	**$ (18,366.67)**
7006	Janitorial Supplies	11,500.00	7,837.62	(3,662.38)
7150	Office Supplies & Expense	25,430.00	11,092.15	(14,337.85)
7151	Copier Printing	3,980.00	3,613.56	(366.44)
Communications		**$ 20,602.00**	**$ 19,401.84**	**$ (1,200.16)**
7200	Communication: Land Line	16,348.96	15,150.48	(1,198.48)
7201	Communication: Cellular	2,806.88	2,815.20	8.32
7202	Communication: Internet	1,446.16	1,436.16	(10.00)
Insurance		**$ 32,273.95**	**$ 33,908.41**	**$ 1,634.46**
7251	Insurance: D&O	8,568.00	8,568.00	-
7255	Insurance: Automobile (Rental)	1,272.00	1,272.00	-
7260	Insurance: General Liability	553.00	553.00	-
7265	Insurance: Workers Compensation	6,022.50	4,879.01	(1,143.49)
7270	Insurance: Property	8,612.60	9,945.93	1,333.33
7275	Insurance: Other	7,245.85	8,690.47	1,444.62
Tangible Personal Property		**$ 94,327.17**	**$ 33,000.00**	**$ (61,327.17)**
7301	Equipment: = or > $1k	72,551.17	12,000.00	(60,551.17)
7302	Equipment: < $1k	16,776.00	15,000.00	(1,776.00)
7303	Furniture: = or > $1k	-	-	-
7304	Furniture: < $1k	5,000.00	6,000.00	1,000.00
Quality Initiatives		**$ 2,895,824.00**	**$ 166,110.00**	**$ (2,729,714.00)**
7401	Quality and Classroom Material	272,075.00	78,620.00	(193,455.00)
7405	Training Material	33,000.00	3,700.00	(29,300.00)
7410	Consumer Education & Outreach Material	76,350.00	67,790.00	(8,560.00)
7415	Grants to Providers	2,498,399.00	-	(2,498,399.00)
7420	Scholarship & Other Education Opportunities	16,000.00	16,000.00	-
Other OEL Initiatives		**$ 12,500.00**	**$ 9,750.00**	**$ (2,750.00)**
7436	Early Learning Florida Project	12,500.00	9,750.00	(2,750.00)
Travel		**$ 8,408.24**	**$ 9,000.00**	**$ 591.76**
7501	Travel: In-State	4,493.35	5,000.00	506.65
7505	Travel: Out of State	-	-	-
7510	Travel: In Service Area	3,914.89	4,000.00	85.11
Other Expenses		**$ 88,273.17**	**$ 39,664.99**	**$ 16.07**
7600	Administration Fees (Community Foundation- Building)	825.00	798.00	(27.00)
7601	Bank fees	107.28	-	(107.28)
7602	Merchant Service Fees (Includes PayPal)	259.20	189.00	(70.20)
7603	Interest expense (HVAC Loan)	1,075.44	250.00	(825.44)
7605	Software-Licenses-Support	24,324.00	22,084.98	(2,239.02)
7610	Web services	1,700.00	1,000.00	(700.00)
7615	Other employee related expense	594.00	1,084.40	490.40
7616	EE Background Screening	560.00	770.00	210.00
7617	EE Drug Screening	320.00	600.00	280.00
7620	Membership Dues	8,064.00	8,074.00	10.00
7621	Subscriptions and Publications	150.00	155.40	5.40
7625	Taxes, licenses and fees	795.00	3,784.21	2,989.21
7900	Development Expenses	200.00	200.00	-
7901	Vending Machine Supplies	675.00	675.00	-
9999	In-Kind expenditure	48,624.25	30,000.00	(18,624.25)
Other Program Expenses		**$ 75,876.64**	**$ 20,632.54**	**$ (55,244.10)**
8500	SB6 Childcare	-	810.00	810.00
8510	Infant Safe Sleep	2,011.22	-	(2,011.22)
8520	Car Seats	-	-	-
8530	Special Projects (Born Learning Trail, RIF)	53,318.82		(53,318.82)
8540	Parent Education Training Material	7,026.60	4,297.54	(2,729.06)
8550	Food Services (Unallowable for match)	-	5,400.00	5,400.00
8551	Parent Incentive (Unallowable for match)	13,520.00	10,125.00	(3,395.00)
Depreciation		**$ 46,855.08**	**$ 46,854.94**	**$ (0.14)**
9001	Depreciation[1]	46,855.08	46,854.94	(0.14)
9998	Prior Year OEL Adjustment	-		-
	Total Expenditures	24,579,538.25	17,867,975.79	(6,659,009.22)
	Total Revenue	24,568,248.17	17,837,596.66	(6,730,651.51)
	Total Expenditures	24,579,538.25	17,867,975.79	(6,659,009.22)
	Net Proceeds	(11,290.08)	(30,379.13)	(71,642.29)

NOTES:

[1] Building depreciation - $32,511 - unallowable under Federal funding

[2]

Section

2

ELCMC Early Learning Coalition of Marion County, Inc.

In partnership with United Way SUCCESS BY 6™

Action Sheet

EXECUTIVE COMMITTEE

June 10, 2021

SUBJECT: 2021-2022 Office of Early Learning Grant Agreement

PROPOSED ACTION

Authorize the Chief Executive Officer to obligate the Coalition with the Department of Education Office of Early Learning (OEL) for the fiscal year 2021 – 2022.

BACKGROUND INFORMATION

On May 25, 2021, the Coalition received the following:

- 2021 – 2022 Grant Agreement – with no mark-ups
- 2021 – 2022 Grant Agreement – with all tracked changes
- Crosswalk from 2019-20 Existing Grant Agreement to 2021-22 Draft Grant Agreement

The Coalitions were provided an opportunity to comment and ask questions. Several questions were presented to OEL through ELCs as well as attorneys representing various ELCs.

On June 8, 2021, a conference call with OEL and the Coalitions was held to review and discuss the Grant Agreement, as presented. Coalitions also received a summary of the comments and questions submitted to OEL with OELs responses as of yesterday, as well as an amendment to Exhibit IV of the Agreement.

At this time OEL expects to have a final copy released on Thursday, June 10, 2021. This will occur after they have finalized the changes that are required to be incorporated due to new legislation, as well as after considering items questioned by the ELCs.

The Grant Agreement will be submitted with electronic signatures and is required to be submitted no later than June 30, 2021, in order for OEL to finalize the execution of the Grant Agreement.

To be presented at the Full Board of Directors: June 24,2021

Supporting Documentation Included:

- Crosswalk between the 2019 – 2020 existing grant agreement to the new grant agreement as prepared by OEL.

Supporting Documentation Available:

- Draft 2021 – 2022 Grant Agreement

Agreement #:

STATE OF FLORIDA
DEPARTMENT OF EDUCATION
OFFICE OF EARLY LEARNING
GRANT AGREEMENT

THIS agreement (the agreement) is between the state of Florida, Department of Education, Office of Early Learning (OEL, the Office) and the Early Learning Coalition of «Coalition» (ELC), each individually a "Party" and collectively the "Parties."

WHEREAS, OEL is the designated Lead Agency for the state of Florida, which is the recipient of a Child Care and Development Block Grant (CCDBG) pursuant to 45 Code of Federal Regulations (CFR) part(s) 98 and 99, which is a primary funding source for the School Readiness (SR) Program; and

WHEREAS, OEL is recipient of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020 (Public Law (P.L.) 116-136) award, 2001FLCCC3, funded by the CCDBG; and

WHEREAS, OEL is recipient of the Coronavirus Response and Relief Supplemental Act (CRRSA), 2021 (P.L. 116-260) award, 2101FLCCC5, funded by the CCDBG; and

WHEREAS, OEL is recipient of the American Rescue Plan Act (ARPA), 2021 (P.L. 117-002) awards, 2101FLCSC6 and 2101FLCDC6 and, funded by the CCDBG; and

WHEREAS, OEL is designated as the responsible entity for execution, oversight and management of the Florida Preschool Development Grant Birth through Five Renewal (PDG-R B – 5) award, 90TP004-02-00, which provides funding for improving data-driven systems coordination, increasing family access and engagement and creating a high-quality comprehensive early childhood education system; and

WHEREAS, OEL is charged with providing oversight and administration of the State's SR Program, including the Child Care Resource and Referral (CCR&R) network and the SR Match Program, as well as responsibility for oversight and administration of the Voluntary Prekindergarten Education (VPK) Program; and

WHEREAS, the ELC is a statutorily-created entity designated with the responsibility of administration and implementation of a local comprehensive program of SR Program services and the local administration of the VPK Program; and

WHEREAS, OEL desires to enter into an agreement with each of the ELCs individually to provide early learning services at the local level;

NOW THEREFORE, in consideration of the premises set forth herein, OEL and the ELC agree as follows:

A. Subrecipient determination

The Office has reviewed the criteria pursuant to 2 CFR §200.330, *Subrecipient and contractor determinations*, and determined the ELC is a subrecipient for purposes of this agreement. The ELC acknowledges it is subject to federal audit requirements as specified in 2 CFR §200 Subpart F, *Audit*

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Requirements, and Florida Single Audit Act, s. 215.97, Florida Statutes (F.S.), as appropriate and shall be subject to monitoring and audit conditions and requirements as set forth in Exhibit III.

B. Agreement documents

The agreement consists of the following documents:

1. Exhibit I - Special Conditions.
2. Exhibit II - Scope of Work.
3. Exhibit III - Audit Requirements.
4. Exhibit IV - Assurances and Certifications.
5. Exhibit V - ELC Administrative and CCR&R Office Information.
6. Exhibit VI - List of Reports.

C. Compliance with applicable laws and regulations

The ELC shall comply with the following laws, rules and regulations, including any revision to those laws and regulations enacted or adopted after the execution of this agreement (notification will be provided in writing to the ELC), in the course of performing services and expending funds it receives or earns under this agreement:

1. Federal Laws and Regulations

1.1. 2 CFR § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
1.2. 2 CFR § 25.110 – Universal Identifier and System for Award Management.
1.3. 45 CFR Part 75, United States Department of Health and Human Services (HHS) Implementation of the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (2 CFR§200).
1.4. 45 CFR Part(s) 260-265 – Temporary Assistance for Needy Families (TANF) regulations (related to 2.3).
1.5. CCDBG Act of 2014 (P.L. 113-186).
1.6. CCDBG Act of 1990, as amended 42 U.S.C. s. 9858 et. seq.
1.7. 45 CFR Part 98 – Child Care and Development Fund (CCDF) – Final Rule.
1.8. 45 CFR Part 99 – Procedures for Hearings for the CCDF.
1.9. CCDF Discretionary Fund governing requirements – Title VI. Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 and subsequent amendments, codified at 42 U.S.C. 9858, et seq.
1.10. CCDF Mandatory and Matching Funds – Section 418 of Title IV-A of the Social Security Act as amended by PRWORA, codified at 42 U.S.C. 618.
1.11. Other applicable requirements from the Code of Federal Regulations –
1.11.1. 2 CFR part 182 – Governmentwide Requirements for Drug-Free Workplace.
1.11.2. 2 CFR Part 376 – Nonprocurement Debarment and Suspension.
1.11.3. 2 CFR Part 382 – Requirements for Drug-Free Workplace (Financial Assistance).
1.11.4. 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964.
1.11.5. 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance.
1.11.6. 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance.

1.11.7. 45 CFR Part 91 – Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance from HHS.

1.11.8. 45 CFR Part 93 – New Restrictions on Lobbying.

1.12. American Competitiveness and Corporate Accountability Act of 2002, aka the Sarbanes-Oxley Act (SOX) –

1.12.1. Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.

1.12.2. Section 1107, Protection for whistleblowers (employees and other individuals).

1.13. ARPA – P.L. 117-002.

1.14. CARES Act – P.L. 116-136.

1.15. CRRSA – P.L.116-260.

1.16. Section 9212 of the Every Student Succeeds Act (ESSA) P.L. 114-095, which establishes the Preschool Development Grants (PDG).

2. State Statutes and Rules

2.1. Chapter 1002, part V, F.S. –Voluntary Prekindergarten Education Program.

2.2. Chapter 1002, part VI, F.S. – School Readiness Program.

2.3. Provisions related to SR of the current HHS-approved TANF State Plan including all approved amendments or revisions, as administered by the Department of Children and Families (DCF).

2.4. Provisions of the current HHS-approved CCDF State Plan including all approved amendments or revisions, as administered by OEL.

2.5. Rule 6A-1.09433, Florida Administrative Code (F.A.C.) – Voluntary Prekindergarten Pre- and Post-Assessments.

2.6. Rule 6A-6.03033, F.A.C. – Specialized Instructional Services (SIS) for Voluntary Prekindergarten Children (VPK) with Disabilities.

2.7. Chapter 6M-4, F.A.C. – School Readiness Program.

2.8. Chapter 6M-8, F.A.C. – Voluntary Prekindergarten Education Program.

2.9. Chapter 6M-9, F.A.C. – Early Learning Coalitions.

2.10. Chapter 69I-5, F.A.C. –State Financial Assistance.

2.11. Rule 61H1-20.0093, F.A.C., Chapter 10.650 – Florida Single Audit Act Audits Non-profit and For-profit Organizations.

2.12. Chapter 74-2, F.A.C. – Information Technology Security

2.13. Chapter 112, F.S., Public Officers and Employees: General Provisions.

2.13.1. Section 112.061, F.S. – Per Diem and travel expenses of public officers, employees and authorized persons; statewide travel management system.

2.13.2. Section 112.313, F.S. – Standards of conduct for public officers, employees of agencies and local government attorneys.

2.13.3. Section 112.3135, F.S. – Restriction on employment of relatives.

2.13.4. Section 112.3143 F.S. – Voting conflicts.

2.14. Procurements:

2.14.1. Section 215.971, F.S. – Agreements funded with federal or state assistance.

2.14.2. Section 287.057, F.S. – Procurement of commodities or contractual services.

2.14.3. Section 287.058, F.S. – Contract document.

2.15. Chapter 119, F.S., Public Records.

2.15.1. Section 119.01, F.S. – General state policy on public records.

2.15.2. Section 119.07, F.S. – Inspection and copying of records; photographing public records; fees; exemptions.

2.15.3. Section 119.0701, F.S. – Contracts; public records; request for contractor records; civil action.

2.16. Chapter 286, F.S., Public Business; Miscellaneous Provisions.

2.16.1. Section 286.011, F.S. – Public meetings and records; public inspection; criminal and civil penalties.

2.16.2. Section 286.0105 – Notices of meetings and hearings must advise that a record is required to appeal.

2.16.3. Section 286.0114 – Public meetings; reasonable opportunity to be heard; attorney fees.

2.17. Other state laws and regulations:

2.17.1. Section 11.062, F.S. – Use of state funds for lobbying prohibited; penalty.

2.17.2. Section 17.04, F.S. – To audit and adjust accounts of officers and those indebted to the state.

2.17.3. Section 20.052, F.S. – Advisory bodies, commissions, boards; establishment.

2.17.4. Section 39.201, F.S. – Mandatory reports of child abuse, abandonment, or neglect; mandatory reports of death; central abuse hotline.

2.17.5. Section 39.604, F.S. – Rilya Wilson Act; short title; legislative intent; child care; early education; preschool.

2.17.6. Section 215.42, F.S. – Purchases from appropriations, proof of delivery.

2.17.7. Section 215.422, F.S. – Payments, warrants and invoices; processing time limits; dispute resolution; agency or judicial branch compliance.

2.17.8. Section 215.97, F.S. – Florida Single Audit Act.

2.17.9. Section 216.181, F.S. – Approved budgets for operations and fixed capital outlay.

2.17.10. Section 216.301, F.S. – Appropriations; undisbursed balances.

2.17.11. Section 216.345, F.S. – Professional or other organization membership dues; payment.

2.17.12. Section 216.347, F.S. – Disbursement of grants and aids appropriations for lobbying prohibited.

2.17.13. Section 252.365, F.S. – Emergency coordination officers; disaster-preparedness plans.

2.17.14. Chapter 273, F.S. – State-Owned Tangible Personal Property.

2.17.15. Section 286.25, F.S. – Publication or statement of state sponsorship.

2.17.16. Section 287.017, F.S. – Purchasing categories, threshold amounts.

2.17.17. Section 287.0943, F.S. – Certification of minority business enterprises.

2.17.18. Section 287.133, F.S. – Public entity crime; denial or revocation of the right to transact business with public entities.

2.17.19. Section 287.134, F.S. – Discrimination; denial or revocation of the right to transact business with public entities.

2.17.20. Section 287.135, F.S. – Prohibition against contracting with scrutinized companies.

2.17.21. Section 402.281, F.S. – Gold Seal Quality Care program.

2.17.22. Section(s) 402.301 - 402.319, F.S. – Child Care facilities provisions.

2.17.23. Section 411.22 – 411.228, F.S. – Handicap or High-Risk Condition Prevention and Early Childhood Assistance provisions.

2.17.24. Section 414.39, F.S. – Fraud.

2.17.25. Section 414.411, F.S. – Public Assistance Fraud.

2.17.26. Section 415.1034, F.S. – Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.

2.17.27. Chapter 427, F.S. – Special Transportation and Communication Services.

2.17.28. Section 435.03, F.S. – Level 1 screening standards.

2.17.29. Section 435.04, F.S. – Level 2 screening standards.

2.17.30. Section 445.032, F.S. – Workforce Services Transitional child care.

2.17.31. Chapter 815, F.S. – Florida Computer Crimes Act
2.17.32. Section 943.0542, F.S. – Access to criminal history information provided by the department to qualified entities.
2.17.33. Florida Department of Education (FDOE) Travel Policy Manual
2.17.34. Florida Department of Financial Services (FDFS) Reference Guide for State Expenditures.

D. Effective date
The agreement shall be effective July 1, 2021, or the date the last party has signed the agreement, whichever is later.

E. Ending date
The agreement shall end June 30, 2022, unless terminated earlier, extended, or renewed as provided herein. All award notifications reflect the beginning and ending dates of the award period. All conditions stated in the grant award, exhibits, and attachments are considered binding on the ELC.

F. Funding
The 2021 General Appropriations Act, Specific Appropriations 83 - 86 provides funds from the Child Care and Development Block Grant Trust Fund, General Revenue, Welfare Transition Trust Fund, and Federal Grants Trust Fund for the programs described in this agreement.

G. No state obligation before starting date or after ending date
The OEL shall not be obligated to pay for costs incurred related to the agreement prior to its effective date or after its ending date.

H. Extension
Subject to agreement by the parties, extension of the agreement for services shall be in writing for a period not to exceed six months and shall be subject to the same terms and conditions set forth in the initial agreement. There shall be only one extension of the agreement unless the failure to meet the criteria set forth in the agreement for completion of the agreement is due to events beyond the control of the ELC.

I. Renewal
Upon mutual agreement, OEL and the ELC may renew the agreement, in whole or in part, for a period that may not exceed three years or the term of the agreement, whichever period is longer. The renewal must be in writing and signed by both parties, and it is subject to availability of funds.

J. Grant Manager for the ELC and OEL

ELC's Grant Manager	
Name:	
Title:	
Address:	
Zip Code:	
Office Phone:	
E-mail Address:	

OEL's Grant Manager	
Name:	
Title:	Grant Manager
Address:	Office of Early Learning 250 Marriott Drive Tallahassee, Florida

OEL's Grant Manager	
Zip Code:	32399
Office Phone:	(850) 717-«Grant_Manager_Phone_Extension»
E-mail Address:	«Grant_Manager_Email_Address»

K. Change in grant managers

In the event any party designates different grant managers after the execution of the agreement, notice of the new grant manager will be transmitted by email or sent in writing to all parties within two weeks and said notification will be attached to copies of the agreement.

THIS SPACE LEFT BLANK INTENTIONALLY

L. Execution

In consideration of the mutual covenants set forth above and in the exhibits hereto, the Parties have caused to be executed this agreement by their undersigned officials duly authorized. Each person signing this agreement warrants he or she is duly authorized to do so and to bind the respective party, which has the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost, if applicable), to ensure proper planning, management, and completion of the activities described herein.

ELC of	
By:	
Printed Name:	
Title:	
Date:	
FEIN:	

☐ By providing this electronic signature and subsequent signatures and initials in this document, I, , attest I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I also confirm internal controls have been maintained, and policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify I confirm this electronic signature is to be the legally binding equivalent of my handwritten signature and the data on this form is accurate to the best of my knowledge.

Office of Early Learning	
By:	
Printed Name:	Shan Goff
Title:	Executive Director
Date:	
FEIN:	59-3474751

☐ By providing this electronic signature, I, Shan Goff, attest I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I also confirm internal controls have been maintained, and policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify I confirm this electronic signature is to be the legally binding equivalent of my handwritten signature and the data on this form is accurate to the best of my knowledge.

Office of Early Learning	
Approved as to form and legal sufficiency, subject only to full and proper execution by the parties.	
By:	
Printed Name:	Maggi O'Sullivan Parker
Title:	General Counsel
Date:	

☐ By providing this electronic signature, I, Maggi O'Sullivan Parker, attest I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I also confirm internal controls have been maintained, and policies and procedures were properly followed to ensure the authenticity of the electronic signature.

This statement is to certify I confirm this electronic signature is to be the legally binding equivalent of my handwritten signature and the data on this form is accurate to the best of my knowledge.

EXHIBIT I
SPECIAL CONDITIONS

A. Accessible electronic information technology

The ELC hereby agrees that by entering into this agreement, ELC will, whenever practicable, collect, transmit, and store agreement, program, and project-related information in open and machine-readable formats rather than in closed formats or on paper as provided in 2 CFR §200.335, *Methods for collection, transmission and storage of information*.

B. Allowable costs

In accounting for and expending grant funds, a recipient and/or sub-recipient may only charge expenditures to the grant award if they are:
(a) in payment of obligations incurred during the approved grant period,
(b) in conformance with the approved program services,
(c) in compliance with all applicable statutes and regulatory provisions,
(d) costs allocable to a particular cost objective,
(e) spent only for reasonable and necessary costs of the program, and
(f) not used for general expenses required to carry out other responsibilities of the ELC.

C. Assignments

OEL shall at all times, retain the ability to assign or transfer its rights, duties, or obligations under the agreement to another State of Florida governmental agency. In the event this occurs, OEL shall give prior written notice to the ELC. The ELC agrees not to assign the responsibility for the agreement to another party without OEL's express written approval. The ELC agrees to notify OEL prior to a change the ELC's early learning programs service delivery provider. In the event OEL or a state of Florida agency approves the ELC's transfer of obligations, the ELC retains responsibility for all agreement-related work and expenses. In addition, the agreement shall bind the ELC's successors, assignees, and legal representatives to any legal entity that succeeds OEL's obligations. The ELC's agreements and contracts with subrecipients must contain this agreement's special conditions, audit requirements, and applicable scope of work provisions.

D. Awards and volunteer recognition

If the ELC's board authorizes, the ELC may incur expenditures not to exceed $100 each plus applicable taxes to award suitable framed certificates, pins, and other tokens of recognition, not to include cash or gift cards, to those whose service to the ELC has been satisfactory, in appreciation and recognition of such service per s. 110.1245(3) - (5), F.S.

1. Retiring employees, ELC employees, or any appointed member of the ELC's board upon the expiration of such board member's final term, or
2. Volunteers who have offered continuous and outstanding service to state-administered programs to honor, reward, or encourage such volunteers per s. 110.503, F.S.

E. Background screening

The ELC shall comply with and have written policies including the items listed in this section:

1. The ELC shall conduct employee background screening in accordance with the requirements in this section.
2. "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.
3. An ELC may be considered a qualified entity and therefore, shall register with the Florida Department of Law Enforcement (FDLE). The entity shall have all employees assigned to work on this agreement screened in a manner consistent with s. 943.0542, F.S.

EXHIBIT I
SPECIAL CONDITIONS

3.1. For an ELC and its staff deemed by FDLE as meeting the definition of "Qualified Entity", the ELC's staff shall receive a level II background screening.

3.2. 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.

3.3. For an ELC deemed by FDLE as not meeting the definition of "Qualified Entity", all staff shall comply with all of the requirements specified in subsection 6 below. 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.

4. The ELC shall require any subrecipient, 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 the terms of this agreement screened in a manner consistent with s. 943.0542, F.S. The ELC shall ensure background screening of subrecipient, contractor, and subcontractor staff is complete prior to providing services under the contract.

5. The ELC shall obtain and maintain on file the following documentation for new employees prior to their first day of employment and subrecipient, contractor and subcontractor staff prior to their first day of work associated with this agreement:

5.1. Documentation the individual complies with the background screening standards set forth in s. 435.04, F.S.

5.2. The highest level of education claimed, if the position requires.

5.3. All applicable professional licenses claimed, if the position requires.

5.4. Applicable employment history, if the position requires.

6. The ELC shall maintain on file verification for all ELC personnel and any applicable subrecipients' or subcontractors' personnel, and unless excluded as described below, assigned to work on this agreement.

7. To be in compliance, employee background screenings must be from no earlier than five years before the employees' ELC employment date.

8. The ELC shall update the background screening every five years on or before the anniversary date of the prior background screening check and thereafter if the individual continues performing under this agreement.

9. The ELC shall repeat the background screening if there is a 90-day lapse in employment from working on this agreement. The ELC shall rescreen the person before assigning the person to this agreement.

10. The ELC shall arrange for and pay all costs for employee background screenings.

11. The ELC shall require each employee it assigns to this agreement to notify the ELC within forty-eight (48) hours of being arrested for any criminal offense.

12. The ELC shall review the alleged offense within 48 hours of notification, determine if the offense is one that would exclude the employee under a level two (2) screening and, if so,

remove the employee from work on this agreement. If the 48-hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day.

13. The ELC shall not allow the employee to return to work on this agreement until cleared of all charges that would exclude the employee under a level two (2) background screening.

14. As defined in 402.302, F.S., "A volunteer who assists on an intermittent basis for less than 10 hours per month is not included in the term "personnel" for the purposes of screening and training if a person who meets the screening requirement of s. 402.305(2) is always present and has the volunteer in his or her line of sight". Background screening costs for board members and volunteers are allowable ELC expenditures.

15. The ELC shall require, if applicable, its subrecipient, contractor or subcontractor to:

15.1. Notify the ELC within forty-eight (48) hours of an employee being arrested or removed from working on the contract for any criminal offense.

15.2. Review the alleged offense within forty-eight (48) hours, determine if the offense is one that would exclude the employee under a level two screening and, if so, remove the employee from work on the contract. If the forty-eight (48) hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day.

15.3. Not permit the employee to return to work on the contract until cleared of all charges that would exclude the employee under a level two background screening.

16. 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 ELC and are permitted unsupervised access to ELC or OEL confidential information (about the children in care or their family and 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.

17. Any contractor or subcontractor who does not meet the definition of "Qualified Entity" and who has staff that will perform duties under this agreement 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 that child's family is not required to submit its employees to a background screening.

18. Written policies may exclude reference to subrecipient, contractor or subcontractor if not applicable. However, if an ELC contracts with a subrecipient, contractor, or subcontractor during the term of this agreement, the ELC must update the policies to include reference and these requirements must be included in the subrecipient agreement or contract.

F. Breach of security/confidentiality

As defined in Chapter 282.0041 F.S., "Security Incident" means a violation or imminent threat of violation, whether such violation is accidental or deliberate, of information technology security policies, acceptable use policies, or standard security practices. An imminent threat of violation refers to a situation in which the state agency has a factual basis for believing a specific incident is about to occur.

As defined in Chapter 501.171, F.S., "Breach of Security" means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the ELC does not constitute a breach of security provided the information is not used for a purpose unrelated to the agreement or subject to further unauthorized use.

EXHIBIT I
SPECIAL CONDITIONS

As defined in Chapter 282.0041, F.S., "Breach" means a confirmed event that compromises the confidentiality, integrity, or availability of information or data.

1. The ELC agrees to comply with s. 501.171, F.S., related to the security of confidential personal information and understands the ELC for this purpose will be considered a third party agent as referenced in this statutory section.

2. The ELC shall immediately notify the Office's Inspector General (at Inspector.General@oel.myflorida.com) and Information Security Manager (at Information.Security@oel.myflorida.com) of any Security Incident, Breach, or Breach of Security of which it becomes aware. Notwithstanding requirements of s. 501.171(3), F.S., within twenty-four (24) hours of the incident the ELC shall provide written notification to the Office's Inspector General and Information Security Manager that identifies: (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 ELC has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the ELC has taken or shall take to prevent future similar unauthorized use or disclosure. The ELC shall provide any additional information, including a full written report, as reasonably requested by the Office.

3. If the Office, at its sole discretion, determines the ELC has failed to comply with any confidentiality provision of this agreement, or determines prompt and satisfactory corrective action has not occurred, the Office has the unilateral right to suspend the agreement until it is satisfied corrective action has been taken, or terminate the agreement. If this agreement is terminated, the ELC must immediately surrender to the Office all confidential information and copies thereof obtained under the agreement and any other information relevant to the agreement.

4. The ELC understands and agrees all reasonable fees and costs necessary for the Office to remedy any breach of confidentiality due to the conduct of the ELC, including its employees, subcontractors, agents, affiliates, or any individual within the control of the ELC, shall be the responsibility of the ELC. The ELC shall cooperate in the defense and settlement of such claims. The obligations of this section shall survive the expiration or termination of this agreement.

5. The ELC understands and agrees to the confidentiality and security provisions of this agreement regarding the requirements to safeguard the confidentiality of the information which is the subject of the agreement, and which is considered a material condition of the agreement. In the event requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the ELC will be subject to penalties as follows:

5.1. Criminal Penalties: The ELC, including its employees, agents, contractors, subcontractors, affiliates, or any other individual that breaches the confidentiality requirements of this agreement, are subject to any state or federal criminal sanctions provided by law, including, but not limited to, penalties as provided for in s. 119.10, F.S., the Florida Computer Crimes Act (s. 815.04, F.S.) or any other applicable state or federal laws or regulations.

5.2. Civil Remedies: In addition to criminal sanctions, the ELC, including its employees, agents, contractors, subcontractors, affiliates or any other individual who breaches the confidentiality requirements of this agreement or applicable laws, are subject to any and all civil remedies available to the Office and the state of Florida.

G. Confidential data

1. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the state of Florida. See 2 CFR §200.337, *Restrictions on public access to records*, and 2 CFR §200.82, *Protected Personally Identifiable Information (PPII)*, to review federal grant program instructions.
2. The ELC acknowledges each agency, organization, or individual receiving confidential and exempt records in order to carry out official functions must protect the data. Those with access to confidential data must not permit persons other than those authorized to receive the records, to obtain children's or their parents'/guardians' personal identification.
3. The ELC shall develop processes and procedures to secure the confidential data.
4. The ELC, including its employees, subcontractors, agents, or any other individuals to whom the ELC 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://csrc.nist.gov/publications/nistpubs/800-111/SP800-111.pdf. Failure to strictly comply with this provision shall constitute a breach of this agreement's terms.

H. Contingency statement

An annual legislative appropriation determines the state of Florida's payment obligation under the agreement.

I. Cooperation in investigations

The ELC shall fully cooperate with OEL and any other state or federal authorities on any fraud or other types of investigations. This includes, but is not limited to, producing any requested documents and providing witnesses to testify when requested.

J. E-Verify

1. The ELC (and its subrecipients/ subcontractors) has an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this agreement, the ELC certifies that it is registered with, and uses, the E-verify system for all newly hired employees.
2. The ELC must obtain an affidavit from its subrecipients/subcontractors in accordance with paragraph (2)(b) of s. 448.095, F.S. and maintain a copy of such affidavit for the duration of the contract. In order to implement this provision, the ELC shall provide documentation of enrollment in the E-Verify program in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the program to the OEL Grant Manager within five days of the effective date of this agreement. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.)
3. Upon each ELC or subrecipient/subcontractor new hire, the ELC must provide a statement within five (5) calendar days to the OEL Grant Manager identifying the new hire with its E-Verify case number.
4. This section serves as notice to the ELC regarding the requirements of s. 448.095, F.S., specifically sub-paragraph (2)(c)1., and the Office's obligation to terminate the agreement if it has a good faith belief that the ELC has knowingly violated s. 448.09(1), F.S. If terminated for such reason, the ELC will not be eligible for award of a public agreement for at least one year after the date of such termination

5. The Office reserves the right to order the immediate termination of any agreement/contract between the ELC and a subrecipient/subcontractor performing work on its behalf should the Office develop a good faith belief that the subcontractor has knowingly violated s. 448.09(1), F.S.

K. Fiscal and administrative control

The ELC shall neither assign nor subcontract direct fiscal or administrative control or responsibility for the agreement to another party. The ELC shall at no time assign control over administrative functions to any other individual or organization. The ELC is solely responsible for maintaining all fiscal records and shall retain direct management of, direct access to, and complete control over all fiscal and administrative functions and records.

1. The ELC may contract with a vendor for general accounting and human resource functions; however, such contracts shall specify the ELC shall have immediate accessibility to all records and documents. The vendor must maintain, by law, required confidential data.

2. The ELC shall notify OEL within forty-eight (48) hours of the ELC formally initiated a contract for services' alteration or termination, approached another ELC to discuss a possible merger, or directly offered early learning services another entity previously provided on the ELC's behalf. The ELC shall also notify OEL within forty-eight (48) hours if the ELC's board approves any motion to alter or terminate a contract for services, approaches another ELC to discuss a possible merger, or directly offers services another entity previously provided on the ELC's behalf. A contract for services is a contract for system support or direct enhancement services. Once the ELC's board approves, the ELC shall, a minimum of ninety (90) days prior to the service transition, submit a School Readiness Program Plan amendment to OEL for review and approval, if appropriate. The School Readiness Program Plan amendment shall outline the transition for services. The change may alter the status of relevant portions of the plan from "approved" to "approved with conditions" while the ELC implements its board-approved changes.

3. In emergency situations, when the ELC is unable to meet this section's notice requirements, the ELC shall immediately notify the OEL Financial Administration and Budget Services Manager of any action altering or terminating a contract for services or requiring the ELC to directly offer services another entity previously provided on the ELC's behalf. For purposes of this section, "emergency situations" are those circumstances that qualify for emergency action under s. 287.057, F.S., and the ELC shall follow the statutory requirements for emergency procurement. The ELC executive director or board chair must prepare a written statement certifying the emergency as valid. The ELC must prepare the written statement of an emergency within 30 days of the contractor or ELC beginning to render the service and must state the particular facts and circumstances that precluded the execution of the written agreement before the rendering of the service.

L. Florida Abuse Hotline reporting

In compliance with s. 39.201, F.S., any employee of the ELC or its subcontractors shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) if the employee knows or has reasonable cause to suspect a child is:

1. Abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare; or

2. In need of supervision and care and has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or

3. Abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare; or

4. The victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

M. Force majeure and notice of delay from force majeure

Neither OEL nor ELC shall be liable to the other for any delay or failure to perform under the agreement if such delay or failure is neither the fault nor the negligence of the OEL or ELC or their employees or agents. This holds true if the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the party's control, or for any of the foregoing which affects subcontractors or suppliers if there is no available alternate supply source.

However, in the event of delay from the foregoing causes, the OEL or ELC shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the OEL or ELC's performance obligation under the agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost to either OEL or ELC under the agreement. In the case of any delay the ELC believes is excusable under this paragraph, the ELC shall notify OEL and describe the cause of the delay or potential delay in writing within ten (10) calendar days after the cause that creates or will create the delay.

The foregoing shall be the ELC's sole remedy or excuse regarding the delay. The ELC must provide notice in strict compliance with this section to receive the remedy. OEL, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the ELC of OEL's decision in writing. The ELC shall not assert a claim for damages, other than for an extension of time, against OEL. The ELC is not entitled to an increase in the agreement price or payment of any kind from OEL for direct, indirect, consequential, impact or other costs, expenses or damages. These include, but are not limited to, costs of acceleration or inefficiency due to delay, disruption, interference, or hindrance from any cause whatsoever.

If any of the causes this section describes suspended or delayed performance, in whole or in part, after the causes have ceased to exist, the ELC shall perform at no increased cost, unless OEL determines, in its sole discretion, the delay will significantly impair the agreement's value to OEL or the state. In which case, OEL may take any or all of the following actions:

1. Accept the ELC's allocated performance or deliveries, provided the ELC grants OEL preferential treatment for products or services subjected to allocation.
2. Purchase from other sources (without recourse to and by the ELC for the related costs and expenses) to replace all or part of the products or services the delay affects. The OEL may deduct the purchases from the agreement funds.
3. Terminate the agreement in whole or in part.

N. Governing law

State of Florida laws applicable to agreements and contracts implemented and wholly performed within the state shall construe and govern the agreement for all purposes. The judiciary system of the state of Florida shall determine all disputes, claims, or any other matters. The venue of any and all actions pertaining to this agreement shall be in Leon County, Florida.

O. Indemnification

The ELC shall be liable for, indemnify, defend, and hold OEL and all of its officers, directors, agents, and employees harmless from all claims, suits, judgments, or damages that arise from the ELC or any of its agents, subcontractors, or employees' acts, actions, neglect, or omissions during the early learning programs' performance or operations under the agreement, or any subsequent modifications thereof. This includes attorney fees and costs. This indemnification holds whether liability is direct or indirect, and whether damage is to any person or tangible or intangible property.

EXHIBIT I
SPECIAL CONDITIONS

P. Independent coalition status

In the ELC's performance of its duties and responsibilities under the agreement, it is mutually understood and agreed the ELC is, at all times, acting and performing as an independent contractor and not as a division or subpart of OEL. Nothing in the agreement is intended to or shall be deemed to constitute a partnership or joint venture between the parties.

Q. Insurance and risk mitigation

1. The ELC shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the agreement and any renewal(s) or extension(s) of it. By execution of the agreement, the ELC accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the ELC and the clients served under the agreement.

2. The ELC shall maintain errors and omissions insurance on its board members.

3. The ELC shall maintain fidelity bonding of its fiscal personnel.

4. The ELC shall maintain a disaster recovery plan within its continuity of operations plan (COOP) for unforeseen circumstances whether they are natural or man-made disasters. (Reference Exhibit II, Scope of Work, section D.4.).

5. The ELC will have and continuously maintain all other types of insurance as required by law.

6. In the event any of the coverage described above is cancelled by the insurer for any reason, the ELC shall immediately notify the Office of such cancellation and shall obtain replacement coverage acceptable to the Office and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage**.**

7. All insurance policies shall be with insurers qualified and doing business in Florida. The Office shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

8. In accordance with 2 CFR §200.310, *Insurance Coverage*, the ELC shall provide equivalent insurance coverage for real property and equipment acquired or improved with grant funds as it does for real property and equipment acquired or improved with non-grant funds.

R. Intellectual property rights

1. All data OEL creates or the ELC receives from OEL, whether electronic or hardcopy, during the duration of this agreement is OEL's property. The ELC shall surrender it to OEL at no cost to OEL upon expiration, termination, or cancellation of this agreement (see 45 CFR §75.322, *Intangible property and copyrights*). The following terms and conditions apply to all grants recipients, unless explicitly waived.

1.1. With respect to all products created by the ELC pursuant to this agreement, said materials will be the property of OEL.

1.2. To the extent any product constitutes a "work" within the meaning of U.S. copyright laws, 17 United States Code Service (U.S.C.) 101, et seq., it shall be a "work for hire." In the event a court of competent jurisdiction determines a product or material is not a work for hire as a matter of law, the ELC shall assign and convey to OEL all rights, title, and interest in the product or material and require its employees and subcontractors to do the same.

1.3. The ELC agrees its employees will not assert any ownership of the product produced pursuant to this agreement. The ELC shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure OEL's rights.

1.4. Any claim by the ELC of ownership of pre-existing copyrights should be explicitly stated in the project documentation.

1.5. The ELC agrees if it hires any third party to perform any work pursuant to this agreement, the work shall be on a "work for hire" basis and shall not in any way infringe upon OEL's ownership of the product.

1.6. The ELC agrees not to convey any rights in the product to a third party.

1.7. If the ELC hires a third party to perform any work which involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the ELC and OEL the non-exclusive license to use the product.

2. A licensing agreement or other agreement regarding the use of intellectual property developed pursuant to this agreement may be developed between OEL and the ELC in order to further the use of the products in the educational community.

3. Pursuant to 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, the ELC agrees to the extent applicable under this agreement to comply with the following:

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the contractor in any resulting invention in accordance with 37 CFR Part 401, "*Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements*", and any implementing regulations issued by the awarding agency. See this link for complete details if applicable: Rights to Inventions. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from the agreement, or in any way connected with early learning programs, the ELC shall refer the discovery or invention to OEL.

4. Pursuant to s. 286.021, F.S., if the discovery or invention arises or is developed in connection with the use of state funds, OEL will refer it to the Department of State to determine whether patent protection will be sought in the name of the state of Florida. Any and all patent rights accruing under or in connection with the performance of the agreement are hereby reserved to the state of Florida.

5. Pursuant to s. 286.021, F.S., and subject to claims of the HHS, any and all copyrights accruing under or in connection with the ELC's execution of its duties under the agreement, funded by early learning program funds, are hereby reserved to the state of Florida.

6. Pursuant to 45 CFR §75.322, the HHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed with federal funds through the agreement and any rights of copyright which the ELC or its sub-grantees or contractors purchase with such federal funds.

7. Pursuant to federal and state laws, the ELC will not violate the copyrights of any third party during the performance of the scope of work for this grant award.
The ELC further warrants each deliverable produced pursuant to this award, ELC's production of the deliverable(s), and the Office's use of the deliverable(s), will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Sections 102 – 105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision, the ELC additionally warrants the following:

7.1. As to each work of software or other "information technology," as defined in s. 287.012(15), F.S., in which copyrights subsist, the ELC has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the deliverable(s).

7.2. As to each image and sound recording incorporated into a deliverable, the ELC has acquired the necessary rights, releases, and waivers from the person whose image or sound included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual work, or sound recording from which the included image or sound recording was taken.

S. Logo usage

1. ELCs shall only use OEL logos approved by OEL. This section does not apply to ELC logos. For more information see: SharePoint/Coalitions Zone/Executive Services/Communication Hub/.

2. ELC shall update electronic OEL logos used locally in electronic materials to the current OEL-released logo within sixty (60) calendar days of release with the exception of the electronic OEL-related logos embedded in the OEL-approved system software. ELCs shall notify OEL in writing of any circumstances resulting in a delay in updated logo implementation.

T. Mandatory reporting of fraud and criminal activity

In accordance with 45 CFR §75.113 (also 2 CFR §200.113), *Mandatory disclosures*, the ELC and its approved subcontractors must comply with and inform its employees of mandatory reporting requirements. Each employee of the ELC and any subcontractor (subrecipient or contractor) providing services in connection with this agreement shall disclose to the OEL Inspector General in a timely manner and in writing all violations involving fraud, bribery, or gratuity violations potentially affecting this agreement and/or the related federal/grant program(s). OEL is required to review and consider any publicly available information about the ELC in the Federal Awardee Performance and Integrity Information System (FAPIIS). See: https://fapiis.gov.

U. Membership dues, subscriptions and licensing fees

The ELC shall comply with the terms of s. 216.345, F.S., and 2 CFR §75.454, *Memberships, subscriptions, and professional activity costs*, when incurring costs related to paying membership dues, subscriptions, and licensing fees. Payment information, which must contain a statement of memberships, subscriptions or licenses for which the ELC paid, maintained at the ELC, shall be public records pursuant to s. 119.01(3), F.S. The organization paid must provide this statement. This public records requirement applies only to the portion of activities of the organization(s) that pertain to the public federal/state grant programs the ELC funded.

V. Additional specific award conditions

Pursuant to 2 CFR §200.208, *Specific conditions*, if the ELC is found to be in noncompliance with fund source requirements or determined to be "high risk" by OEL, the ELC shall be subject to the imposition of additional specific conditions.

W. Notification of legal action

The ELC shall notify OEL of legal actions taken against it or potential actions such as lawsuits related to services provided through this agreement, which may impact the ELC's ability to deliver the contractual services or may adversely impact OEL. The ELC shall notify OEL in writing within twenty-four (24) continuous hours of becoming aware of such actions or from the day of the legal filing, whichever comes first.

X. Office of Minority Business Enterprise Report

OEL is dedicated to supporting, tracking, and increasing its small minority business enterprise spending with prime contractors and subcontractors as s. 287.0943, F.S., requires. The ELC shall submit the Minority Sub Contractors Utilization Summary report quarterly, regardless of whether the ELC has spent the funds with a small, minority-, women-, and service-disabled veteran

business enterprise subcontractor for the quarter. See Exhibit VI for report submission location and due date requirements.

Y. Order of precedence

If there is any conflict between the provisions in the agreement and the standards the CCDF State Plan sets forth and federal and state law (in which case, OEL may modify the agreement from time to time), resolution will occur in the following order of priority. If a lower priority law contains a stricter requirement, the stricter requirement prevails.

1. Federal law.
2. State law.
3. The agreement.
4. The CCDF State Plan.

Z. Personnel, address and other changes

1. Changes in key personnel/address

The ELC shall notify OEL in advance but no later than five (5) working days after any changes in the ELC's key personnel positions. Key personnel positions include the executive director, the director of program operations, and the finance officer. Changes in key personnel may include, but are not limited to, resignations and other employment terminations, and approved leaves of absence of six (6) weeks or longer. Such notification shall be in writing and shall include information related to assigned replacement/interim staff. The ELC shall post notices regarding key personnel staffing changes to SharePoint/Coalitions Zone/Executive Services/ELC Changes and email the notice to ELCStaffingNotifications@oel.myflorida.com.

2. Personnel costs – time distribution

The ELC shall base charges to federal projects for personnel costs, whether treated as direct or indirect costs, on payrolls documented in accordance with generally accepted practices from and approved by a responsible official(s) of the contractor/grantee. Such generally accepted practices must comply with the instructions provided in OEL's Cost Allocation Guidance. When employees work on multiple activities or cost objectives (e.g., more than one federal grant program, a federal grant program and a non-federal grant program, an indirect cost activity and a direct cost activity, two or more indirect activities that are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages must be supported by personnel activity reports or equivalent documents that meet the following standards:

2.1. Reflect an after-the-fact distribution of the actual activity of each employee.
2.2. Account for the total activity for which each employee is compensated.
2.3. Prepared at least monthly and must coincide with one or more pay periods.
2.4. Signed by the employee and/or supervisor with first-hand knowledge of the employee's performed tasks.

3. Address, email, and phone changes

No later than thirty (30) calendar days prior to any change, the ELC shall notify OEL of any changes in the ELC's telephone number (parent line and main line), email, or physical address. Such notification shall be in writing and the ELC shall post notices regarding these changes to SharePoint/Coalitions Zone/Executive Services/ELC Changes.

AA. Policy compliance

The agreement requires ELC compliance with all OEL Program Guidance, whether current, subsequently revised, or new, which are hereby incorporated by reference within this agreement and/or referenced within the Early Learning Notices of Award (NOAs) issued to provide funding for services governed by this agreement, including but not limited to the following.

EXHIBIT I
SPECIAL CONDITIONS

1. Program Guidance 101.02 – Records Confidentiality Policy.
2. Program Guidance 202.80 – Early Learning Coalition Annual Report.
3. Program Guidance 240.01 – Cash Management Procedures.
4. Program Guidance 240.02 – Tangible Personal Property.
5. Program Guidance 240.03 – Collection of Delinquent Accounts.
6. Program Guidance 240.04 – School Readiness Funds Management.
7. Program Guidance 240.05 – Prior Approval.
8. Program Guidance 240.06 – Reimbursement Requests.
9. Program Guidance 240.07 – Enrollment and Quality Expenditures for Early Learning Programs.
10. Program Guidance 240.09 – Reobligation of Returned Restitution.
11. Program Guidance 240.10 – Travel.
12. Program Guidance 240.20 – Tracking Costs for Disaster.
13. Program Guidance 240.21 – COVID – 19 Crisis Emergency Funding Assistance for Early Learning/Child Care Providers.
14. Program Guidance 250.01 – Other Cost Accumulators (OCAs) Working Definitions.
15. Program Guidance 300.01 – IT Security Manual.
16. Program Guidance 300.02 – MOU and Data Security Agreement.
17. Program Guidance 400.01 – Federal Poverty Guidelines and State Median Income Estimates.
18. Program Guidance 404.01 – School Readiness Program Transfers.
19. Program Guidance 420.02 – SR Quality Performance.
20. Program Guidance 440.10 – Match Reporting.
21. Program Guidance 440.50 – VPK Wrap Rates.
22. Program Guidance 440.60 – Teenage Parent Programs (TAPP) Reporting.
23. Program Guidance 508.06 – Requirements for VPK Director Credential.
24. Program Guidance 508.20 – Supplemental Service Fees.
25. Program Guidance 508.21 – Prohibited Fees and Charges in the VPK Education Program.
26. Program Guidance 508.22 – Prohibited Forms of Discrimination in the VPK Education Program.
27. Program Guidance 510.50 – School District Minimum Funding.
28. Program Guidance 520.03 – Instructional Hours for the VPK Program.
29. Program Guidance 600.01 – Child Care Resource and Referral Program Requirements.

BB. Prior approval requests

The ELC shall request and obtain prior written approval from OEL before purchasing select items of cost in compliance with 45 CFR §75.407 *Prior written approval*, and OEL Program Guidance 240.05 – Prior Approval.

CC. Prohibited entertainment costs

The ELC shall comply with 45 CFR §75.438 (2 CFR §200.438), *Entertainment costs*, which disallows entertainment costs including amusement, diversion, and social activities, and any costs directly associated with such activities (e.g., tickets to shows or sports events, meals, lodging, rentals, transportation, gratuities).

DD. Prohibited food and food-related costs

Except as otherwise provided by law, the ELC may not use state, federal, or local matching funds directly or indirectly to pay for meals, food, or beverages for ELC board members, ELC employees or for subcontractor employees (s. 1002.83(12), F.S.).

EE. Prohibited lobbying costs

1. Pursuant to s. 216.347, F.S., no funds awarded under this agreement can be used for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes. In accordance with 2 CFR §200.415, *Required certifications*, each ELC must certify federal awards will not be used for lobbying.
2. If the ELC has or will pay any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employees of Congress, or employee of a member of Congress in connection with this federal agreement, grant, loan or cooperative agreement, the ELC shall complete and submit Standard Form – LLL, Disclosure Form to Report Lobbying, according to its instructions.
3. The certification at Exhibit IV is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. Pursuant to 31 U.S.C. 1352, the ELC is required to submit this certification as a prerequisite for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
4. The ELC shall require the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) include this certification's (Exhibit IV) language and all subrecipients shall certify and disclose accordingly.

FF. Prohibited property purchases

The ELC may not expend funds appropriated for the SR Program, including matching funds, for the purchase or improvement of land; for the purchase, construction or permanent improvement of any building or facility; or for the purchase of buses. The ELC may only expend funds for minor remodeling necessary for the administration of the program and upgrading of child care facilities to ensure that providers meet state and local child care standards, including applicable health and safety requirements (s. 1002.89(7), F.S.).

GG. Prohibited severance packages

The ELC may not expend funds awarded under this agreement for severance packages in accordance with Program Guidance xxx.xx.

HH. Public entity crimes

1. Convicted vendor list

The ELC must attest to compliance with Sections 287.133(2) and (3)(a) and (b), F.S. By signing the agreement, the ELC acknowledges it and any subcontractors or subrecipients receiving early learning program funds through the ELC operate in compliance with this section and the ELC and any subcontractors are not disclosed on the Florida Department of Management Services website. The ELC understands and agrees it must inform OEL immediately upon any change of circumstances regarding this status and will complete the required certification disclosures included in Exhibit IV. Parties excluded from receiving federal contracts or financial and nonfinancial assistance and benefits may not receive federal or state funds. Prior to contract or agreement execution, the ELC shall also verify no party to the agreement is on the Federal Excluded Parties List or the United States Department of Agriculture Food Program National Disqualified List. The ELC shall maintain verification documentation.

2. Discriminatory vendor list

The ELC must attest to compliance with s. 287.134(2)(a) and (3)(a) and (b), F.S.

EXHIBIT I
SPECIAL CONDITIONS

By signing this agreement, the ELC hereby assures, through the duly-appointed authorized representative, that neither it, nor any ELC person or affiliate, has been placed on the convicted vendor list or discriminatory vendor list which can be found on the Florida Department of Management Services website. The ELC understands and agrees that it must inform OEL immediately upon any change of circumstances regarding this status and will complete the required certification disclosures included in Exhibit IV.

3. Scrutinized companies lists

A company on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or is engaged in business operations in Cuba or Syria, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. A company on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for a contract in any amount. See s. 287.135(2), F.S.

Any contract the ELC enters into or renews on or after July 1, 2018, for goods or services of $1 million or more, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under s. 287.135(5), F.S., been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria. Further, all contracts the ELC enters into or renews on or after July 1, 2018, must also contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as provided under s. 287.135(3)(b), F.S.

In accordance with the provisions of s. 287.135(3) and s. 287.135(5), F.S., the ELC, by signing this Agreement, hereby certifies that the ELC and any actively-contracted company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria and is not participating in a boycott of Israel. The ELC further acknowledges and agrees that the OEL may immediately terminate this Agreement for cause if the ELC is found to have submitted a false certification or if the ELC is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

II. Public records law compliance, access and confidentiality

1. All ELC 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 ELC to maintain records in a location accessible to the public.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

2. In accordance with s. 1002.97, F.S, the individual records of children enrolled in SR programs provided under s. 1002 Part VI, F.S., held by the ELC or OEL, are confidential and exempt from the provisions of s. 119.07(1), F.S., and s. 24(a), Article I of the State Constitution.
3. In accordance with s. 1002.72, F.S., the personally identifiable records of children enrolled in the VPK program provided under s. 1002.53, F.S., and any personal information contained in those records, are confidential and exempt from s. 119.07(1), F.S., and s. 24(a), Article I of the State Constitution.
4. The ELC 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.
5. The ELC shall allow access to SR and VPK program records as specified in s. 1002.72 and s. 1002.97, F.S., respectively.
6. The ELC shall provide the public with access to public records on the same terms and conditions that the Office would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
7. Pursuant to 2 CFR §200.336, *Access to records*, the ELC agrees to provide access by 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 to any books, documents, papers, and records of the ELC which are pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
8. Representatives of the Office, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability (OPPAGA), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of the ELC as they may relate to this agreement.
9. The ELC shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Office under this agreement.
10. The Office shall have the right to audit the ELC's records and practices related to use and disclosure of confidential information. The ELC agrees to make internal practices, books, and records, including policies, procedures, and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by the ELC on behalf of, the Office available to the Office upon request.
11. The ELC shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

JJ. Records retention

The ELC shall document activities related to SR and VPK implementation, including administrative and reporting responsibilities. Documentation shall be sufficient for an audit trail

and compliance with 2 CFR §200.333, *Retention requirements for records*. The ELC shall maintain written or electronic documentation of transaction files, policies, processes, controls, and other detailed supporting records the ELC submits per OEL instructions and makes available for review upon request.

1. The ELC shall have a proper accounting system in accordance with generally accepted accounting standards.
2. The ELC shall account for expenditures from SR and VPK funding separately. The ELC shall require the same of its subcontractors.
3. The ELC shall establish and maintain records related to eligibility, enrollment files, provider payments, ELC staff background screenings, and other documents required for implementing early learning programs.
4. The ELC shall establish a five (5) year records retention requirement for attendance and sign-in/sign-out records for all SR and VPK services. The ELC may not alter or amend SR attendance records after December 31 of the subsequent fiscal year. The VPK student enrollment count may not be amended for a prior fiscal year after the date specified in s.1002.71(3)(c), F.S.
5. To comply with generally accepted accounting procedures and practices, the ELC shall establish and maintain books, records, and documents, including electronic storage media and electronic records. Said procedures and practices shall be in a manner that sufficiently and properly reflects all revenues and funds.
6. The ELC shall maintain all accounts, records, and other supporting documentation for all SR and VPK services pertaining to all costs incurred and revenues or other applicable credits acquired under the agreement for a minimum period of five (5) years from the submission date of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the agreement, whichever occurs last.
7. The ELC shall ensure accounting records reflect the separation of all programs/activities the ELC administers or for which it receives funding. Records shall adequately identify with Other Cost Accumulators (OCA) the source and funding application for each program/activity. The ELC shall maintain a clear audit trail showing detail of expenditures related to the applicable program/activity.
8. The ELC shall require its subrecipients and subcontractors follow the same terms and conditions contained in this agreement. The ELC shall require its subrecipients and subcontractors to enter into and use appropriate nondisclosure agreements as necessary to maintain the data's confidentiality and security. See OEL Program Guidance 300.02 MOU and Data Security Agreement for required form. The ELC shall also require individuals who have access to such data to complete an individual nondisclosure form that the ELC or its contractor shall maintain on file.
9. The ELC shall comply with the records retention requirements in Florida. The General Records Schedule GS1-SL for State and Local Government Agencies includes the following requirements related to grant files for recipients:
   - **9.1** This record series documents activities relating to grant-funded projects conducted by the grant recipient, including the application process and the receipt and expenditure of grant funds. These files may include, but are not limited to, grant applications, contracts, agreements, grant status, narrative, financial reports, and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.

9.2 The length of retention for these records in Florida is five (5) years after the completion of the agreement, provided applicable audits have been released. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all ligation, claims, or audit findings involving the records have been resolved and final action taken. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Office or its designees upon its request.

10. The ELC shall develop a procedure to maintain all personnel information relating to employee records and other supporting documentation a minimum period of five (5) fiscal years after the employee's separation or termination of employment. Employee records include, but are not limited to, employment applications, résumés, personnel action reports, correspondence, fingerprints, background screenings, educational background, performance evaluation reports, workers' compensation reports, copies of I-9 forms, benefits records, work schedules/assignments, training records, emergency contact information, and other related materials. The ELC shall retain any records needed beyond the stated retention to calculate postemployment benefits.

KK. Renegotiation or modification

Agreement provision modifications shall only be valid when they are in writing and all parties have duly signed and dated them.

LL. Severability

If a court of competent jurisdiction determines any term or provision of the agreement unenforceable, OEL will strike the term or provision. The remainder of the agreement will remain in full force and effect.

MM. Sponsorship/public announcements

1. The ELC agrees to comply with s. 286.25, F.S., and use the following statement in publicizing, advertising or describing the sponsorship of early learning projects the ELC fully or partially finances with state funds or funds from a state agency: "Sponsored by (name of organization) and the State of Florida, Office of Early Learning." If the referenced sponsorship is in written material, the words "State of Florida, Office of Early Learning" shall appear in the same size letters or type as the ELC's name.

2. The ELC agrees to comply with Public Law (P.L.) 103-333, s. 508, when the ELC issues statements, press releases, requests for proposals, bid solicitations, and other documents describing a project or program federal money funds in whole or in part. The law requires the ELC and its subrecipients to clearly state the percentage of the total cost of the program or project federal money will finance, the dollar amount of federal funds used for the project or program, and the percentage and dollar amount of the total cost of the project or program that non-governmental sources will finance.

3. PDG Required Statements for Publications – As required by HHS appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

For each publication that results from HHS grant-supported activities, recipients must include an acknowledgment of grant support, such as the following suggested language:

"This publication was made possible by Grant Number 90TP0068-02-00 from the Office of Child Care, Administration for Children and Families, U.S. Department of Health and Human Services."

"The project described was supported by the Florida Preschool Development Grant Birth through Five Initiative (PDG-R B-5) Grant Number 90TP0004-02-00 from the Office of Child Care, Administration for Children and Families, U.S. Department of Health and Human Services."

Recipients also must include a disclaimer stating the following:

"Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Office of Child Care, the Administration for Children and Families, or the U.S. Department of Health and Human Services."

NN. State and federal requirements

The ELC shall comply with its OEL-approved plan and applicable federal and state laws, rules, and regulations when expending funds it receives or earns under this agreement for early learning programs and services.

OO. Supplement, not supplant

In accordance with program-specific authorizing laws and regulations implementing those laws, federal funds must generally be used to increase, to the extent practical, the level of non-federal funds that would be available in the absence of federal funds, and in no case to replace those federal funds. Federal funds must supplement, add to, enhance, expand, increase, or extend the programs and services offered with state and local funds. Federal funds are not permitted to be used to supplant, take the place of, or replace the state and local funds used to offer those programs and services.

PP. Termination of agreement

Federal and state standards for procurement and contracts administration require all contracts in excess of $10,000 to address events which trigger termination, the manner by which termination shall be effected, and the basis for settlement. See 45 CFR §75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

1. **Termination for lack of funds**. If funds to finance the agreement become unavailable or if the federal or state governments withdraw or redirect funds upon which the agreement depends, OEL may terminate the agreement in writing with no less than 24 hours' notice. The ELC shall receive notice by certified mail with proof of delivery or in person with proof of delivery after being notified verbally by the OEL grant manager. OEL shall be the final authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
2. **Termination for cause**. In the event of termination of this agreement by OEL for cause, the ELC shall be liable for OEL's expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor. Additional details are described in Section 23 of PUR 1000 DMS PUR 1000 link.
3. **Termination for convenience**. OEL, by written notice to the ELC, may terminate the agreement in whole or in part when OEL determines, in its sole discretion, it is in the state's interest to do so. The ELC shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
4. **After receipt of a notice of termination**. Except as otherwise specified by the Office, the ELC shall:
   4.1. Stop work under the agreement on the date and to the extent specified in the notice.

4.2. Complete performance of the work not terminated by the Office.

4.3. Take such action as may be necessary, or as the Office may specify, to protect and preserve any property related to the agreement which is in the possession of the ELC and in which the Office has or may acquire an interest.

4.4. Transfer, assign, and make available to the Office all property and materials belonging to the Office, upon the effective date of termination of the agreement. No extra compensation will be paid to the ELC for its services in connection with such transfer or assignment.

4.5. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

QQ. Travel and per diem

Section 112.061, F.S., specifies in what manner the ELC may reimburse all travel-related costs ELC governing board members, employees, agents, or subcontractors incur. The statute allows costs for preapproved, reasonable, and necessary per diem allowances and travel expenses. The ELC shall reimburse such costs at the standard travel reimbursement rates that s. 112.061, F.S., establishes, using DFS-approved travel forms, and shall comply with all applicable federal and state requirements.

RR. Unallowable or prohibited expenditures

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

1. Congratulatory telegrams.
2. Flowers or telegraphic condolences.
3. Entertaining visiting dignitaries.
4. Refreshments such as coffee and doughnuts.
5. Decorative items (e.g., globes, statues, potted plants, picture frames).
6. Greeting cards per s. 286.27, F.S.
7. Purchase or lease of motor vehicles per section 287.14(3), F.S.

SS. Unauthorized alien(s)

The ELC agrees it shall not employ unauthorized aliens. The Office shall consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral cancellation of this award by the Office.

TT. Warrant of ability to perform

The ELC warrants, to the best of its knowledge, there is no pending or threatened action, proceeding, litigation or investigation, or any other legal or financial condition that would in any way prohibit, restrain or diminish the ELC's ability to perform under the agreement. The ELC shall immediately notify OEL in writing if its ability to perform is compromised in any manner or if it becomes involved in any litigation during the term of the agreement.

UU. Whistleblower's Act

In accordance with s. 112.3187, F.S., the ELC shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates and presents a substantial and specific danger to the public's health, safety, or welfare. Furthermore, the ELC shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of any agency, public officer, or employee. The ELC shall inform its employees they and other persons may file a complaint with the Office of the Chief Inspector General, the Office's Inspector General, and the Florida Commission on Human Relations or the Whistleblower's Hotline number at 1-800-543-5353. Additional local ELC whistleblower policy and procedures also apply.

EXHIBIT I
SPECIAL CONDITIONS

VV. Mandatory authorization to inspect

In accordance with s. 216.1366, F.S., the ELC shall authorize the Office to inspect: (a) Financial records, papers, and documents of the ELC that are directly related to the performance of the agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the ELC which the Office determines are necessary to monitor the performance of the agreement or to ensure that the terms of the agreement are being met. The ELC must provide such records, papers and documents requested by the Office within ten (10) business days after the request is made.

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EXHIBIT II
SCOPE OF WORK

A. General statement

1. Purpose and general information

This agreement establishes terms and conditions with which the ELC agrees to comply in exchange for federal and state funds from OEL. Within its service area, the ELC shall operate the VPK and the SR Programs, which include the CCR&R Network, the Inclusion Warm-Line Program, child eligibility and management of child care placements, and additional direct enhancement services, including those to address COVID-19 impacts on families and child care providers. The ELC shall comply with federal and state statutes or rules superseding the provisions of this agreement.

OEL, at its sole discretion and upon written request by the ELC, will consider offering an extension for any listed tasks, timelines, or deliverables. Notification of any deliverable extension granted shall be provided in writing by the OEL grant manager to the ELC.

2. Funding and budget

OEL shall notify the ELC of its funding allocations under the agreement by way of Notice of Award (NOA) which states the award period(s). Noncompliance with the terms and conditions of this agreement and the NOA may result in the ELC losing grant funds or the OEL suspending or terminating the agreement or disallowing costs. OEL has the authority to amend the ELC's NOA to reallocate funds.

3. Major goals

3.1. Develop comprehensive, research-based, developmentally appropriate, state and local SR and VPK Programs, which involve the parent as the child's first teacher, serve as a preventive measure for children at risk of future school failure, and enhance the educational readiness of young children. The SR and VPK Programs shall be of assistance to parents in preparing their children, who may be at risk, for educational success including, as appropriate, early care and education, health/developmental screening and referral.

3.2. Make the SR and VPK Programs available to families, based on eligibility, in a variety of settings (e.g., private, faith-based, family child care, public) to meet each family's needs.

3.3. Help eligible families afford quality early learning services.

3.4. Enable eligible parents to participate in workforce training, pursue higher education, and remain in the workforce so they may achieve economic self-sufficiency.

3.5. Offer training, technical assistance, consumer education, and information to SR and VPK Program providers and families about child development and other topics related to early learning and community resources, as appropriate.

3.6. Facilitate a coordinated system of care for children impacted by these programs.

3.7. Provide a statewide differential payment program for the SR Program (Quality Performance Incentives) that:

3.7.1. Increases payment rates for providers that exhibit quality per Rule 6M-4.500, F.A.C.

3.7.2. Incorporates local participation in supports that increase the quality of early learning experienced by children in the SR Program.

3.7.3. Generates statewide data used to target quality improvement.

3.8. Assist and support VPK and SR providers' capacity to address and enhance each child's ability to make age-appropriate progress in an appropriate range of settings. This development includes, but is not limited to, language, cognitive, emotional, social, regulatory, and moral capacities.

3.9. Ensure contracted providers are compliant with all statutes and rules governing the SR and/or VPK Program(s) and issuing corrective action for noncompliance.

3.10. Expand access to child care and increase the quality of early childhood care and education programs.

3.11. Address the needs of families and child care providers facing financial uncertainty due to the COVID-19 pandemic.

B. Terms and definitions

1. **Accountability Monitoring Report –** A report that identifies monitoring observations about the coalition's overall administration and implementation of early learning programs in the areas of Coalition Governance (CG), Operations and Program Management (OPM), Child Care Resource and Referral (CCR&R), Educational Services Delivery (ESD), School Readiness (SR), Voluntary Prekindergarten (VPK), and Data Accuracy (DA). The report identifies if the coalition was compliant with service delivery and operational requirements. For non-compliant observations, the report identifies recommended corrective actions that may include questioned costs resulting in repayment by the ELC. Additionally, the recommended corrective actions may include submission of tracking reports/documentation to show implementation of OEL approved corrective actions that address repeated non-compliance observations.
2. **American Rescue Plan Act** – Federal emergency relief bill signed into law on March 11, 2021, aimed at providing economic relief to the nation's families, workers and businesses. ARPA included two types of CCDBG funding, Child Care Stabilization Grants relief funds to provide relief for child care providers and Supplemental Discretionary CCDF funds provide support for families that need help affording child care.
3. **Bright Beginnings Online Reporting System** – A Web-based online information system supported by the OEL that houses the reporting system for the VPK Assessments. The system provides VPK administrators and teachers with a user-friendly tool to track children's progress in attaining the skills based on the Early Learning and Developmental Standards: 4 Years Old to Kindergarten, inform instructional strategies, and provide assessment reporting for parents and other stakeholders.
4. **Child Care Authorization Form** – A form granting authorization for SR services distributed from local referring agencies to ELCs for families meeting requirements of SR priorities including:
   - **4.1** A child younger than 13 years of age from a family which includes a parent who is receiving temporary cash assistance under chapter 414, F.S., and subject to federal work requirements.
   - **4.2** An at-risk child younger than 9 years of age.
   - **4.3** A child of a parent who transitions from the work program into employment as described in s. 445.032, F.S., from birth to the beginning of the school year for which the child is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2, F.S.
   - **4.4** An at-risk child who is at least 9 years of age but younger than 13 years of age. An at-risk child whose sibling is enrolled in the school readiness program within an eligibility priority category listed in s. 1002.87(1)(a)-(c)1, F.S., shall be given priority over other children who are eligible under this paragraph.
   - **4.5** A child of a parent who transitions from the work program into employment as described in s. 445.032 F.S. who is younger than 13 years of age.
5. **Child Care Resource and Referral (CCR&R) Network –** A free service for any family living in or preparing to move to Florida that helps families identify and select quality child care and early education programs and offers consumer education and community resources. ELCs provide resource and referral services for families and child care providers in their local areas. These local resource and referral programs:

5.1 Act as the "front door" to families, providing early learning information, referrals, and community resources.

5.2 Verify legally operating provider information is up to date in its service area within the Single Statewide Information System (SSIS) in accordance with Rule 6M-9.300, F.A.C.

5.3 Provide consumer education and other information regarding available community resources and financial assistance programs to all families, including those applying or recertifying for SR or VPK programs, families placed on the waitlist for services, and families with children who have disabilities or special healthcare needs.

5.4 Offer start-up and ongoing training and technical assistance for providers.

6. **Child Care Listing** – The customized list of child care providers that best meet a family's needs generated from the SSIS.
7. **Child Eligibility** – The process of determining eligibility and managing child care placement services to allow eligible families and children to receive the determined level of child care services. The ELC or contracted subrecipient determines eligibility for the SR and VPK Programs and manages the families' and children's program participation.
8. **Classroom Assessment Scoring System (CLASS®, CLASS)** – An observation-based program assessment instrument and associated system which measures teacher-child interactions. CLASS® is a registered trademark of Teachstone Training, LLC.
9. **Coalitions Services Portal –** The core component of the SSIS used to process the VPK and SR applications from the Family Portal and process provider applications, agreements, and attendance records from the Provider Services Portal
10. **Composite CLASS Score** – A score determined by averaging the dimensions (except Negative Climate) of CLASS observations conducted in a random selection of 50 percent of birth to kindergarten entry classrooms by care level at a participating provider. A provider must meet a minimum threshold to be eligible for an SR contract.
11. **Community Resources** – Refers to financial assistance programs that a family may be eligible for including SR, VPK, TANF, Low-Income Home Energy Assistance Program (LIHEAP), Supplemental Nutrition Assistance Program (SNAP), Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Head Start and Early Head Start, as well as any service that a family may qualify for that will support the family's financial independence, assist with developmental concerns and help fill an unmet need.
12. **Consumer Education** – Information and resources that assist an individual or family in making informed decisions regarding quality child care.
13. **Contracted Slot** – A child care slot established within a contract between the ELC or its subcontractor and an SR provider guaranteeing funding, potentially at an increased provider payment rate.
14. **Coronavirus Aid, Relief, and Economic Security (CARES) Act** – Supplemental CCDF funding to help address the needs of working families and child care providers through COVID-19.
15. **Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act** – Supplemental CCDF funding to prevent, prepare for, and respond to COVID-19, including serving additional children and families, stabilizing the child care industry, and supporting incoming kindergarteners.
16. **Data Universal Numbering System (DUNS)** – Nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. The federal government's Office of Management & Budget has adopted the use of the DUNS numbers to keep track of how federal grant money is awarded and disbursed.

17. **Department of Children and Families (DCF)** – State of Florida department statutorily responsible for the administration of child care regulations throughout Florida.
18. **Direct Enhancement Services** – Services for families and children that are in addition to payments for the placement of children in the SR Program.
19. **Direct Services** – SR or VPK Program educational services that an approved contracted provider delivers.
20. **Disbursement** – Payment made in cash, by check, or via electronic means.
21. **Disenrollment** – Removing, either temporarily or permanently, a child from SR Program participation.
22. **Early Learning Coalition (ELC)** – Part of a system of statutorily-created local not-for-profit entities in Florida which implement early learning programs at the local level including, but not limited to, the SR, CCR&R, and VPK Programs.
23. **Family Engagement** – The systematic inclusion of families as partners in their child's development, learning, and wellness, enabled by positive relationships between families and staff in coalitions and early learning programs.
24. **Family Portal** – The component of the SSIS through which parents can, at a minimum, register for an account, prequalify for the SR Program, complete a SR application, complete a VPK application, request CCR&R services and manage their family account.
25. **Fiscal Monitoring Report** – Report which identifies monitoring observations about the coalition's overall financial management of early learning programs in the areas of financial management systems, internal control environment, cash and revenue management, OEL SSIS reporting and reconciliation (if applicable), prepaid program items (if applicable), cost allocation and disbursement testing, travel, purchasing, contracting, and subrecipient monitoring. The report describes if the coalition was compliant with financial management requirements. For non-compliant observations, the report identifies recommended corrective actions which may include questioned costs resulting in repayment by the ELC.
26. **Grant Manager** – OEL's employee responsible for enforcing the performance of agreement terms and conditions and the ELC's employee responsible for compliance with the agreement terms and conditions. The grant managers serve as the primary point of contact for this agreement through which agreement information flows between OEL and the ELC.
27. **Inclusion Warm-Line Program** – A free support, information, and referral service regarding the inclusion of children with special needs and/or disabilities. This service is available to any early care and education provider or parent.
28. **Obligations** – The amounts for orders placed, contracts awarded, services received, or for similar transactions during the agreement period, which require payment during the same or a future period.
29. **Office of Early Learning (OEL)** – OEL is the lead agency for the CCDF Program and is the governmental entity providing oversight and administration for early learning programs in Florida consisting of, but not limited to, SR, CCR&R, and VPK.
30. **Other Cost Accumulator (OCA)** – Indicators for tracking state and federal fund expenditures.
31. **Monitoring** – Actions, activities, and practices OEL uses to determine funds are used and programs are operated in accordance with applicable federal and state statutes, rules, regulations and OEL Program Guidance.
32. **Notice of Award (NOA**) – The official legally binding award document issued to the ELC by OEL that: (1) notifies the ELC of the level of funding awarded under this agreement; (2) contains or references all the terms and conditions of the funding including the award service period, targeted funds and restrictions; and (3) provides the documentary basis for recording the obligation of funds awarded under this agreement in the ELC and OEL accounting systems.

33. **Preschool Development Grant Renewal (PDG-R)** – Federal grant designed to fund states to conduct a comprehensive statewide birth through five needs assessment followed by in-depth strategic planning, while enhancing parent choice and expanding the current mixed delivery system consisting of a wide range of provider types and settings, including child care centers and home-based child care providers, Head Start and Early Head Start, state prekindergarten, and home visiting service providers across the public, private and faith-based sectors.
34. **Prior Approval** – OEL's written approval evidencing consent before the ELC undertakes certain activities or incurs specific costs per 2 CFR §200 and OEL Program Guidance 240.05 – Prior Approval.
35. **Program Income** – Additional revenues available for grant purposes which have been earned as a result of a grant-funded activity or as a result of the grant agreement. Program income includes, but is not limited to, income from fees for services performed (e.g., background screening, training workshops), funds generated from the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds.
    - **35.1** Program income funds must be spent in the program period earned and before additional grant program funds are requested for reimbursement from OEL.
    - **35.2** Costs incident to the generation of program income may be deducted from the additional revenues to determine program income, provided these costs have not been charged to the award**.** Deductions of such costs require prior approval from the OEL.
36. **Provider Services Portal** – The component of the SSIS through which providers can, at a minimum, register for an account, complete a Form OEL-SR 20, Statewide School Readiness Provider Contract, complete an application for VPK, complete a Form OEL-VPK 20, Statewide Voluntary Prekindergarten Provider Contract and associated forms, complete their provider profile and annual update process, review and/or edit attendance rosters, and submit attendance rosters to the ELC for payment processing.
37. **Quality Improvement Plan (QIP)** – A targeted 12-month plan to improve program quality using performance goals and strategies.
38. **Quality Performance System (QPS) –** A web-based system funded by OEL where child care providers activate accounts and register for program assessments. The system uses data from the SSIS and provider input to create a record of each provider including their list of teachers and a director, classrooms and classroom assignments. Additionally, providers on a QIP upload evidence of completion in the system to satisfy QIP requirements. See https://qps.floridaearlylearning.com/.
39. **School Readiness Child Assessment** – The act of conducting an observation-based child assessment in accordance with OEL Program Guidance 420.02 and Rule 6M-4.500, F.A.C., using an OEL-identified child assessment instrument meeting the requirements set forth in s. 1002.82(2), F.S.
40. **School Readiness Program Plan (Coalition Plan)** – The document outlining how the ELC will implement the delivery of SR in its local service area. Section 1002.85(2), F.S., and Rule 6M-9.115, F.A.C., specifies the plan's required components.

41. **School Readiness (SR) Match Program -** The SR Match Program extends the provision of services to low income families at or below 200 percent of the federal poverty level (FPL) as long as the income does not exceed 85 percent of the state median income (SMI). Local matching funds can be derived from local governments, employers, charitable foundations, and other sources so that Florida communities can create local partnerships focused on using the state and local funds for direct services and expanding the number of child care slots. To be eligible for funding, an ELC must match state funds on a dollar-for-dollar basis. The Office shall establish procedures for the match program that shall include giving priority to ELCs whose local match complies with federal CCDBG matching requirements. The program's annual budget, fund distributions, and policy decisions about administering the program are prepared at the state level. At the local level, ELCs make funding decisions, administer the program, manage contributions, and determine eligibility for families who want to participate.
42. **School Readiness (SR) Program** – The SR Program offers financial assistance to eligible families for early childhood care and education so they can become financially self-sufficient and their young children can be successful in school in the future. The SR program is also responsible for the quality enhancement/improvement of early learning providers/practitioners.
43. **Single Point of Entry (SPE)** – The process established under s. 1002.81(14), F.S. means an integrated information system that allows a parent to enroll his or her child in the SR program or the VPK program at various locations throughout a county, that may allow a parent to enroll his or her child by telephone or through a website, and that uses a uniform waiting list to track eligible children waiting for enrollment in the school readiness program. SPE is part of the SSIS.
44. **Single Statewide Information System (SSIS)** – The OEL-designated single statewide information system used to capture and provide critical information to early learning coalitions, parents, partners, and providers, consisting of the Family Portal, Provider Services Portal, and Coalition Services Portal.
45. **SR Program Assessment (SRPA)** – Required under F.S 1002.82(2), and in accordance with 6M-4.740 FAC, 6M—4.741 FAC, Form OEL-SR 740 Program Assessment Requirements Handbook, an SRPA measures the quality of teacher-child interactions as evidenced by a CLASS composite score.
46. **Subrecipient** – A non-state entity which receives federal/state financial assistance directly from OEL or the ELC to provide goods and/or services which demonstrate the contract relationship characteristics which 2 CFR §200.330, *Subrecipient and contractor determinations*, describes.
47. **Vendor/Contractor** – A dealer, distributor, merchant, or other seller providing goods or services required for the performance of the agreement. These goods or services may be for an organization's own use or for the use of beneficiaries of the agreement. 2 CFR §200.330, *Subrecipient and contractor determinations*, describes the characteristics defining a vendor/contractor relationship.
48. **Voluntary Prekindergarten Education (VPK) Program** – A free educational program described in 1002.53, F.S., that prepares age-eligible children for success in kindergarten and beyond. To be eligible, children must live in Florida and be four (4) years old on or before September 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 in 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.
49. **VPK Specialized Instructional Services Education (VPK SIS) Program** – A program which takes place outside a traditional classroom setting and is designed for four-year-olds with special needs who have current individualized educational plans from local school districts. Services are offered in individual or small group settings with a certified or licensed professional trained to provide specific instruction.

50. **VPK Provider** – Within the ELC's county or multi-county region, a private prekindergarten provider eligible to deliver the school-year prekindergarten program under s. 1002.55 or the summer prekindergarten program under s. 1002.61; or a traditional public school or a charter school eligible to deliver the school-year prekindergarten program under s. 1002.63 or the summer prekindergarten program under s. 1002.61.
51. **WELS** – The Web-based Early Learning System that serves as the early learning classroom support system. Data transfers between the QPS and WELS trigger WELS to randomly select 50 percent of birth to kindergarten entry classrooms by care level for observation in the required program assessment. CLASS observers enter observation data in WELS and generate a composite score for each provider that then transfers back to the QPS where it is viewable to the provider and system users.

C. Manner of service provision

The ELC shall perform the services of this subsection in accordance with the service period stated in the NOA.

1. Website

1.1. The ELC shall have and maintain a public-facing website current with SR and VPK program information in accordance with OEL Program Guidance 600.01 – Child Care Resource and Referral Program Requirements.

1.2. The ELC's website home page shall clearly display CCR&R and family and provider services contact information, including phone numbers, hours of operation and a brief description of services available for families and providers, in accordance with Rule 6M-9.300(4)(b), F.A.C. Additionally, the ELC must maintain a form of outreach and awareness within its service area that includes mention of CCR&R and services available through the program.

1.3. The ELC shall provide direct access from the home page of its website for providers and parents to apply for SR and VPK programs (no more than one mouse-click from the coalition's home page of its website to get to the Family and Provider Services Portals).

1.4. The ELC will verify monthly its contact information on its webpage is accurate.

1.5. The ELC shall notify OEL at Service.Desk@oel.myflorida.com:

1.5.1. Twenty-four (24) hours prior to any changes in its URL.

1.5.2. Forty-eight (48) hours prior to any planned disruption or maintenance in its URL.

1.5.3. Within twenty-four (24) hours of an unintended service disruption in its URL.

2. SSIS and SPE data, reporting and security

2.1. The ELC shall utilize the Coalition Services Portal to process:

2.1.1. SR electronic applications and manage the SR waiting list in compliance with Rule 6M-4.300, F.A.C.

2.1.2. VPK electronic applications in compliance with Rule 6M-8.201, F.A.C.

2.1.3. Provider accounts, SR and/or VPK contracts, attendance rosters, and provider reimbursements.

2.2. The ELC shall review submitted SR and VPK applications within twenty (20) calendar days of submission. The ELC shall notify the parent if the eligibility criteria have or have not been met or to request additional information within twenty (20) calendar days of the submitted application.

2.3. The ELC shall use the SSIS to verify and document each parent/guardian and child's potential eligibility in the "Waiting" status at least once every six (6) months based on the parent/guardian's last revalidation date.

2.4. The ELC shall verify notifications of revalidation requirements are sent to families at least thirty (30) calendar days before the revalidation date. The ELC shall document families

who do not revalidate eligibility are removed from the waiting list.

2.5. The ELC shall designate at least one system administrator to manage coalition user and coalition administrator accounts (user accounts) for the Coalition Services Portal. The ELC shall manage user accounts at the local level. Only current staff members may hold user accounts and may not share accounts.

2.6. The ELC shall use the OEL-established SSIS for managing the single point of entry process and waiting list, tracking children's progress, coordinating services among stakeholders, determining child eligibility, reflecting child enrollment in the SR and VPK programs, tracking child attendance, and streamlining provider administrative processes.

2.7. The ELC shall verify and document, on a monthly basis, in SSIS the ELC includes all legally operating early learning providers within the ELC's service area listed in the DCF Child Care Administration, Regulation and Enforcement System (CARES).

2.8. The ELC shall verify and document, on a monthly basis, the ELC reconciled its financial records for child care provider payments between the ELC accounting system and the SSIS. The ELC shall reconcile within sixty (60) days after the close of each monthly reporting period.

2.9. The ELC shall comply with OEL:

- **2.9.1.** Standard codes and definitions for all early learning programs contained in the SSIS.
- **2.9.2.** Data correction requests or data cleansing activities within the agreed upon time frames.
- **2.9.3.** Required data analysis, definition, and standardization activities within the agreed upon time frames.

2.10. The ELC shall provide the OEL permanent access to any server the ELC uses locally to host the SSIS to meet data reporting requirements and access to information the ELC or its contractors maintain in any information system for services provided under this agreement. The ELC and its contractor shall provide data in an approved machine-readable format, if necessary and upon request.

2.11. The ELC shall communicate to OEL any enhancement requests to the OEL SSIS in writing via the OEL Support Portal until notified of a different process by OEL.

2.12. The ELC shall participate in SSIS conference calls.

2.13. The ELC shall communicate any SSIS-related issues via the OEL Support Portal until notified of a different process by OEL.

2.14. The ELC shall ensure the security of all early learning program management data systems and the confidentiality of data stored in these systems pursuant to Chapter 81, F.S., the Florida Computer Crimes Act. This includes data systems OEL provides and maintains and all other data systems the ELC purchases, contracts for or creates.

2.15. The ELC shall comply with OEL Program Guidance 101.02 – Records Confidentiality, 300.01 – IT Security Manual, and 300.02 – MOU and Data Security Agreement. The ELC shall ensure each coalition employee or other individual(s) with access to confidential information completes and signs OEL's Memorandum of Understanding and Data Security Agreement prior to having access to the confidential information and retain this form on file.

2.16. The ELC shall participate in routine OEL-conducted data security reviews.

3. CCR&R Network

____ **Initial here** if SR Program CCR&R services are performed directly by the ELC.

EXHIBIT II

SCOPE OF WORK

____ **Initial here** if SR Program CCR&R services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient contract along with the executed grant agreement.

3.1. The ELC shall establish and maintain at least one CCR&R office in the ELC's county or multicounty region to provide information and access to child care, community resources and consumer information without showing preference or bias for or against any type of or individual child care provider. The ELC shall ensure staff are trained to assist parents on how to identify quality programs and in making informed choices in compliance with program requirements established by the state network office and Rule 6M-9.300, F.A.C.

3.2. The ELC shall provide CCR&R office location(s) and days and hours of operation in Exhibit V and services in accordance with Rule 6M-9.300, F.A.C.

3.3. If the CCR&R organization is closed at any time during standard business hours, the CCR&R organization shall provide a message on their family services phone line with its hours of operation and the contact information for an alternative organization that can assist families in an emergency situation in accordance with Rule 6M-9.300(3)(c), F.A.C., to include 211 or another organization that provides community resources.

3.4. The ELC shall provide, to all individuals requesting services and who do not decline, child care provider listings, information on financial assistance programs, community resources and consumer information within two (2) business days of the request date, and in the format requested by the individual. The child care provider listings shall consist of at least six (6) providers matching the criteria outlined in Rule 6M-9.300(6), F.A.C.

3.5. The ELC shall maintain documentation of requests for services and responses to those requests for services. These may include phone records, office visit sign-in logs, completed customer surveys, and applications.

3.6. The ELC shall document each request for CCR&R services on the CCR&R Family Intake Form available in the SSIS. The ELC shall pull monthly the Tableau CCR&R Contacts and Casenotes Report to monitor customer intakes completed by CCR&R staff.

3.7. The ELC shall ensure all CCR&R requests for child care listings, consumer education and community resources are properly entered into the SSIS. The ELC shall develop written procedures to align with the CCR&R requirements as outlined in Rule 6M-9.300 F.A.C., OEL-established procedures outlined in the most current CCR&R guidance documents, and SSIS User Guides on generating child care listings and providing consumer education and community resources to individuals requesting services. Information recorded in the SSIS for CCR&R customer data shall include:

- **3.7.1.** The number of calls and contacts to the CCR&R by type of service requested;
- **3.7.2.** Age of children or child's date of birth for whom services are requested;
- **3.7.3.** Location, day, and time for needed child care services;
- **3.7.4.** Type of program requested such as child care center, family child care home, before-school and after-school program, summer recreation and summer day camp program, and recreational facility;
- **3.7.5.** Child's special need, if applicable;
- **3.7.6.** Family's primary language, if not English;
- **3.7.7.** Reason for care; and
- **3.7.8.** Other services offered by providers, as requested by the family.

3.8. The ELC shall designate a OEL-certified CCR&R Coordinator to serve as the point of contact for the CCR&R State Network. To comply with Rule 6M-9.300(10)(b), F.A.C., the designated coordinator must be certified through successful completion of the CCR&R Coordinator Evaluation and CCR&R Specialist Evaluation within four (4) months of being designated or employed as the coordinator. Designated trainers for the CCR&R program, if

not the coordinator, must comply with the coordinator training requirements.

3.9. The ELC shall ensure all CCR&R staff, including staff in blended positions who provide CCR&R services, are trained in customer service, consumer education, community resources, financial assistance programs for families, and available types of child care and early learning providers and programs, specific to their service area, and have successfully completed the CCR&R specialist evaluation within four (4) months of employment as a CCR&R specialist.

3.10. The ELC shall upload to SharePoint/Coalitions Zone and email notice to the CCR&R State Network manager a completed CCR&R ELC Staff List:

3.10.1. Within five (5) business days of a change in the designated CCR&R coordinator.

3.10.2. Each time updates are made and maintain on SharePoint previously submitted staff lists.

3.10.3. By the last business day in August and carefully review each section and field for accuracy before submitting.

3.11. The ELC-designated coordinator or other CCR&R staff shall participate in OEL CCR&R conference calls and webinar trainings as scheduled. If the ELC-designated coordinator or other CCR&R staff cannot participate in a conference call or training, an ELC representative may review minutes from the conference call or training, as applicable. As ELC funds allow, designated CCR&R staff shall also attend OEL regional or statewide trainings.

3.12. The ELC's CCR&R data shall identify all legally operating child care and early childhood education providers within its service area. These shall, if appropriate, include any child care, early learning, or school-age provider that is either licensed, registered, or has a qualifying exemption from licensure from the Department of Children and Families, including before-school and after-school programs, summer recreation and summer day camp programs, and recreational facilities.

3.13. The ELC shall, at a minimum, annually certify that provider information housed in the SSIS is updated and accurate. The request for updated information begins January 1 and ends May 31. Any updates made by a provider outside of this time period will have to be certified by the ELC within fifteen (15) calendar days of being submitted by the provider into the SISS. At a minimum, the ELC shall ensure the following information is updated for each provider:

3.13.1. Contact information;
3.13.2. Gold Seal or accreditation status;
3.13.3. Quality rating, if available;
3.13.4. Program schedule,
3.13.5. Ages served;
3.13.6. Group sizes and ratios;
3.13.7. Enrollment information;
3.13.8. Private pay rates charged;
3.13.9. Registration fees charged, if applicable;
3.13.10. Differential fees charged, if applicable;
3.13.11. Environment;
3.13.12. Special services offered;
3.13.13. Languages other than English spoken fluently by the provider's staff;
3.13.14. Transportation; and
3.13.15. Meal options.

3.14. The ELC shall provide families and employers information and guidance on subsidy programs and other financial assistance including, but not limited to, the VPK Program, the

SR Program, Head Start Programs, private funding programs, the federal child and dependent care tax credit, consumer education and other statewide or local community resources.

3.15. The ELC shall also develop and maintain a directory of community resources which, at a minimum, contains parent education programs, financial assistance programs including the temporary cash assistance program, and related community and social services resources in accordance with Rule 6M-9.300 (7)(c) F.A.C. The directory may be maintained in a format which best meets the coalition's needs. Resource directory elements shall include, but are not limited to, the following:

3.15.1. Community services for each county within the CCR&R organization's service area;

3.15.2. Federal and state financial assistance programs;

3.15.3. Federal, state and local partners, including state agencies and social services organizations;

3.15.4. Child healthcare;

3.15.5. Child welfare and abuse;

3.15.6. Services for children with special needs or developmental disabilities, such as developmental screenings or assessments;

3.15.7. Resources provided by the Office of Early Learning or identified through collaboration with other entities; and

3.15.8. Other resources as needed and appropriate to the specific needs of the individual family.

3.16. To comply with Rule 6M-9.300(3)(a), F.A.C. the ELC will assist all families requesting School Readiness, VPK or CCR&R with identifying local community resources, accessing consumer education, identifying summer camp programs, and identifying creative child care options or other special arrangements with providers.

3.17. The ELC shall offer training and technical assistance to employers to improve their community child care resources, consumer education knowledge, and their ability to support working families.

3.18. To comply with Rule 6M-9.300(9)(a), F.A.C. the ELC shall provide technical assistance to existing and potential providers, as requested. Technical assistance may include information and resources regarding:

3.18.1. Early learning program types and available services;

3.18.2. Health and safety requirements;

3.18.3. Available training and professional development opportunities;

3.18.4. Effective business practices to help providers maximize their ability to serve children and families; and

3.18.5. Initiating new child care services, including how to access information regarding zoning and local child care ordinances, program and budget development, becoming a licensed provider, and other resources as needed and appropriate to assist the provider.

3.19. The ELC shall submit to OEL any data, plans, reports, and CCR&R specialist and coordinator evaluations necessary for administering the CCR&R program according to the requirements OEL establishes. At OEL's request, the ELC shall submit any data or reports necessary for ad-hoc reports. All reports shall conform to the timeline, content, and format OEL specifies. No later than the last business day in August, the ELC shall annually submit an Accessibility Report and Family Engagement and Community Outreach Plan pursuant to Rule 6M-9.300(4)(a), F.A.C, identifying how CCR&R services are made available to all individuals within its service area, including individuals who have limited access to

telephone services, internet services, or transportation including its plan for family engagement and community outreach. The report shall be submitted in the format designated annually by the OEL.

4. Inclusion Warm-Line

____ Initial here if Inclusion Warm-Line services are performed directly by the ELC.

____ Initial here if Inclusion Warm-Line services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement with the executed grant agreement.

4.1. In accordance with Rule 6M-4.720, F.A.C., the ELC shall establish Inclusion Warm-Line services for receiving and responding to technical assistance requests related to the inclusion of children with disabilities and other needs. These services shall include, at a minimum, a process for:

4.1.1. Identifying potential needs.

4.1.2. Gathering information that could further identify evaluation needs and provision of supports and/or referrals, such as:

4.1.2.1. Creating access to multiple screening tools.

4.1.2.2. Providing relevant resources to families.

4.1.2.3. Offering technical assistance about policies and procedures regarding the Individual with Disabilities Education Act, the Americans with Disabilities Act, and/or referring families to other community partners.

4.1.2.4. Offering information that empowers parents to become partners in their child's learning.

4.1.3. Identifying a specialized care team (parents, providers, CCR&R specialist, Inclusion Specialist) to plan for any identified needs and follow up, if needed.

4.2. The ELC shall participate in OEL conference calls and webinar trainings scheduled. If an ELC representative cannot participation conference calls, an ELC representative must review minutes from the conference call. As ELC funds allow, designated staff shall also attend OEL regional or statewide training.

4.3. The ELC's Inclusion Warm-Line staff shall provide onsite technical assistance when requested by child care providers.

4.4. The ELC shall maintain documentation for requests for Inclusion Warm-Line services and request for services responses. These include phone records, emails, office visit sign-in logs, completed surveys and assessments, follow-up assistance case notes, and accurately completed personnel activity reports.

4.5. The ELC shall submit data, reports and staff evaluations for Inclusion Warm-Line services administration as OEL requires. The data and reports must conform to the timeline, content, format, and standard codes OEL specifies and shall include trainings facilitated, screenings completed, and any other relevant information used for making targeted technical assistance.

5. SR Program

5.1. SR child eligibility

____ Initial here if SR Program child eligibility services are performed directly by the ELC.

____ Initial here if SR Program child eligibility services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

5.1.1. The ELC shall determine eligibility for children to receive the determined level of child care services in accordance with s. 1002.87, F.S., and Rules 6M-4.200, 6M-

4.208, 6M-4.300, and 6M-4.400, F.A.C.

5.1.2. Upon receipt of a Child Care Authorization Form for child care services for at-risk children or children of families receiving TANF or transitioning off TANF, the ELC shall act upon the Child Care Authorization Form within ten (10) calendar days of receipt to determine eligibility for SR services. The ELC shall validate the Child Care Authorization Form through direct contact with the referring entity. The ELC validation shall be documented in the SSIS and include the name of the contact person from the referring entity.

5.1.3. The ELC shall make eligibility determinations for new and redetermination applicants within ten (10) calendar days of receipt of the application and supporting documentation.

5.1.4. The ELC shall record the following data items in the SSIS which includes, but are not limited to, the following:

- **5.1.4.1.** Child Care Authorization Form (if applicable).
- **5.1.4.2.** Authorized care hours.
- **5.1.4.3.** Eligibility period and redetermination date.
- **5.1.4.4.** Child's age.
- **5.1.4.5.** Residency.
- **5.1.4.6.** U.S. citizenship/immigration status of child.
- **5.1.4.7.** Family unit income.
- **5.1.4.8.** Family unit size.
- **5.1.4.9.** Maximum family unit income threshold.
- **5.1.4.10.** Parent copayment.
- **5.1.4.11.** Parent copayment reduction or waiver, if applicable.
- **5.1.4.12.** Eligibility and billing groups.
- **5.1.4.13.** Demographics.
- **5.1.4.14.** Purpose for care.

5.1.5. The ELC shall verify, document, and maintain in the child file the citizenship and immigration status of SR participants (children). Participants must be determined U.S. citizens, U.S. noncitizen nationals, or qualified aliens. Note**:** These citizenship and immigration status verification requirements do not apply to children benefiting from programs subject to Head Start Performance Standards with combined Head Start and CCDF funding support.

5.1.6. Upon determining eligibility, the ELC shall assist families with selecting providers, based on parental choice, and complete a payment certificate. To comply with the approved CCDF State Plan, the ELC shall use the child care payment certificate process for payments to eligible providers for SR Program services. If a parent chooses a provider the ELC has not yet determined eligible to provide SR services, the ELC shall coordinate with the provider to determine the provider's eligibility and interest in providing SR services.

5.1.7. Once a parent has selected a provider, the ELC shall provide the parent with the consumer statement that contains the following information:

- **5.1.7.1.** 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 requirements met by the provider, the provider's inspection and violation history, and any voluntary quality standards met by the provider.
- **5.1.7.2.** A description of how CCDF subsidies are designed to promote equal access.

5.1.7.3. Instructions on how to submit a complaint through DCF's hotline.

5.1.7.4. Instructions on how to contact local CCR&R for information regarding other community-based supports.

5.1.8. The ELC or its designee must conduct internal file monitoring activities to ensure the accuracy of eligibility determinations in accordance with Rule 6M-4.208(1), F.A.C. All child eligibility documentation shall be maintained by the ELC.

5.2. Management of SR child care placements

____ Initial here if management of SR Program child care placements is performed directly by the ELC.

____ Initial here if management of SR Program child care placements is contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

5.2.1. The ELC shall manage child care services for each SR participant and, if applicable, provide case management for at-risk children. The ELC shall determine and document all initial child eligibility and redeterminations in accordance with s. 1002.87, F.S., and Rules 6M-4.200, 6M-4.208, 6M-4.300, and 6M-4.400, F.A.C.

5.2.2. The ELC shall verify and document the child care service to be delivered, including the correct care level by the approved provider, appropriate payment, and appropriate payment adjustments.

5.2.3. The ELC shall verify and document receipt and review of child care attendance records. The ELC shall conduct and document follow-up with SR participants and child care providers regarding child absences of five consecutive days with no parent contact once notified by the provider in accordance with Rule 6M-4.500, F.A.C. Once notified by the provider a child has ten (10) unexplained absences during a total month of attendance, with no parent contact, the ELC shall send a notice of termination to the parent and SR provider at least two weeks prior to disenrollment pursuant to Rule 6M-4.200, F.A.C. If the authorized eligibility period ends in less than two (2) weeks, the notice of disenrollment will be sent stating services will end the last day of the current eligibility period.

5.2.4. Upon receiving notification by a SR provider an at-risk child, under the age of school entry has an unexcused absence or seven consecutive days of excused absences, the ELC shall document any contact made with the provider, referring agency, and parent in the case file. An at-risk child may not be disenrolled from the program without the written approval of the Child Welfare Program Office of the Department of Children and Families or the community-based lead agency.

5.2.5. The ELC shall verify and document the authorized provider received the required parent copayment or established a repayment plan in the event of an SR participant's transfer request.

5.2.6. The ELC shall verify and document each child's eligibility no less than annually in accordance with s. 1002.84(7), F.S.

5.2.7. The ELC shall manage child attendance and provider reimbursement, including setting reimbursement rates in accordance with Rule 6M-4.500, F.A.C. Reimbursement rates and any subsequent changes to those rates shall be established in the ELC's approved School Readiness plan in accordance with Rule 6M-9.115, F.A.C.

5.3. SR provider eligibility and contracting

____ Initial here if SR Program provider eligibility services are performed directly by the ELC.

____ **Initial here** if SR Program provider eligibility services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

5.3.1. The ELC shall conduct or cause to be conducted a program assessment or second program assessment in accordance with Rule 6M-4.740, F.A.C., on all SR providers notifying the ELC in accordance with Program Assessment Requirements Handbook, Form OEL-SR 740 (incorporated in Rule 6M-4.740, F.A.C.), and seeking to contract with the ELC to deliver child care services during the grant agreement service period.

5.3.2. The ELC shall verify and determine eligibility of SR providers in accordance with the provider eligibility requirements detailed in Form OEL-SR 20, Statewide School Readiness Provider Contract and OEL Program Guidance 420.02 – SR Quality Performance. The ELC shall not impose additional eligibility requirements beyond those requirements detailed in Form OEL-SR 20, Statewide School Readiness Provider Contract and OEL Program Guidance 420.02 – SR Quality Performance.

5.3.3. The ELC shall execute annually Form OEL-SR 20, Statewide School Readiness Provider Contract, with eligible SR providers in accordance with Rule 6M-4.610, F.A.C.

5.4. SR program curriculum

The ELC shall monitor SR providers for compliance with Rule 6M-4.710, F.A.C., using Form OEL-SR 20M incorporated by Rule 6M-4.630, F.A.C. governing implementation of the OEL-approved curricula as listed in the Form OEL-SR 20, Statewide School Readiness Provider Contract.

5.5. Developmental screening

____ **Initial here** if SR Program developmental screening services are performed directly by the ELC.

____ **Initial here** if SR Program developmental screening services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient or contractor agreement along with the executed grant agreement.

5.5.1. The ELC shall establish and implement an age-appropriate developmental screening process for children age six (6) weeks to age of kindergarten eligibility which includes implementation of an OEL-approved screening instrument meeting the requirements of Rule 6M-4.720, F.A.C. The process shall address and ensure parental notification of screening results in compliance with Rule 6M-4.720(2)(e), F.A.C., whether administered by the ELC, a contracted SR provider, or another contracted entity providing screening to children on behalf of the ELC.

5.5.2. The ELC shall coordinate with parents or providers to complete an initial screening within forty-five (45) days after the child's first day of attendance at the provider's site or subsequent enrollment, in compliance with Rule 6M-4.720(2).

5.5.3. If the ELC coordinates with providers to complete screenings, the provider shall review the electronic notification of each child that must be screened using the SSIS. In the event the SSIS is non-operational, the ELC shall provide written or electronic notification of each child that must be screened to the child care provider no later than 15 calendar days after the screening start date in compliance with Rule 6M-4.720, F.A.C. At a minimum, notification shall include the screening start date, the screening due date and each child's name, date of birth and age.

5.5.4. The ELC shall document all initial screening efforts, including parent declining or

waiving screening. Such screening shall not be a requirement of entry into the SR Program and shall only be given with parental consent in accordance with s. 1002.84(5), F.S.

5.5.5. If the ELC coordinates with providers to complete screenings, the ELC must verify that families have received the screening results in writing or in the SSIS within thirty (30) days of the screening due date in compliance with Rule 6M-4.720(2)(e), F.A.C..

5.5.6. The ELC shall verify all screening score data, regardless of who completed the screening, is entered in the SSIS within thirty (30) calendar days of the screening administration in compliance with Rule 6M-4.720(2)(e), F.A.C.. .

5.5.7. The ELC shall establish and implement an appropriate referral process for children with identified delays, suspected disabilities, or special health care needs, in compliance with Rule 6M-4.720(5)(b)6, F.A.C..

5.5.8. The ELC shall coordinate with parents or providers for subsequent screenings in accordance with Rule 6M-4.720, F.A.C.

5.5.9. For each of the ELC's SR providers who have agreed in their Statewide School Readiness Provider Contract, Form OEL-SR 20, to conduct screenings for enrolled children in accordance with Rule 6M-4.720, F.A.C., the ELC shall include documentation of all records of screening notifications sent before the screening due date, documented attempts by the ELC to notify the provider of past due screenings, and any corrective actions implemented to address the non-compliance.

5.6. SR direct enhancement (quality) services

____ **Initial here** if SR Program direct enhancement services are performed directly by the ELC.

____ **Initial here** if SR Program direct enhancement services are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

5.6.1. Pursuant to s. 1002.83(1), F.S., the ELC shall maintain direct enhancement services at the local level.

5.6.2. Pursuant to s.1002.81(4), F.S., direct enhancement services for families and children may include:

5.6.2.1. Supports for providers, including quality enhancement/improvement supports.

5.6.2.2. Parent training and involvement activities, including activities to promote a higher level of family engagement.

5.6.2.3. Strategies to meet the needs of unique populations and local eligibility priorities, including supports for creating inclusive environments, support for serving diverse populations of children, support for trauma-informed care, and grants to incentivize serving these populations.

5.6.3. The ELC shall provide in its SR Program Plan, via the Quality Activities and Services plan element, a detailed description of how it will deliver direct enhancement services in a manner consistent with the activities described in s.1002.89(6)(b), F.S. which can be measured by program assessment, professional development, and formative child assessment.

5.6.4. The ELC shall provide professional development support activities as defined by OEL's approved CCDF State Plan including conducting communities of practice, coaching, technical assistance, and training.

5.7. Quality Improvement Plan QIP management

For any SR Provider the ELC has, in accordance with Rule 6M-4.740, F.A.C., determined is required to complete a QIP as a condition to contracting with the Provider, the ELC shall manage the Provider's completion of the QIP in accordance with the Provider's Form OEL-SR20 Statewide School Readiness Provider Contract, Exhibit 3: Quality Improvement Plan Selection, and OEL Program Guidance 420.02 – SR Quality Performance.

5.8. Child assessment management

In accordance with OEL Program Guidance 420.03 – SR Quality Performance, for each SR Provider the ELC determines to meet minimum qualifications, and provider elects to conduct child assessment in accordance with Rule 6M-4.500, F.A.C. and the Provider's Form OEL-SR20 Statewide School Readiness Provider Contract, the ELC shall monitor for:

5.8.1. Child assessment compliance.
5.8.2. Minimum average of reliable child assessor compliance.
5.8.3. Ensuring only eligible children receive child assessments.
5.8.4. Ensuring differentials are only paid for eligible children who receive completed assessments during the appropriate Assessment Period.

5.9. Transportation services

The ELC may contract for transportation services for children at risk of abuse or neglect who are participating in the SR Program, pursuant to Chapter 427, F.S., if authorized by OEL. The transportation services may only provide transportation to each child participating in the SR Program to the extent such transportation is necessary to provide child care opportunities which otherwise would not be available to a child whose home is more than a reasonable walking distance from the nearest child care facility or family child care home (s. 1002.93, F.S.).

5.10. Health and safety violations management

The ELC shall comply with the health and safety violation enforcement procedures outlined within the Form OEL-SR 20, Statewide School Readiness Provider Contract and Rules 6M-4.610, 6M-4.620, and 6M-9.115, F.A.C.

6. SR Match Program

____ Initial here if the ELC is <u>not</u> participating in the SR Match Program.

____ Initial here if the ELC is participating in the SR Match Program. **If yes (see below)**

____ Initial here if SR Match Program services are performed directly by the ELC.

____ Initial here if SR Match Program services are contracted to a subrecipient, including the responsibility of entering into donor contracts. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

6.1. ELCs with committed matching funds on a dollar-for-dollar basis may apply to participate in the SR Match Program. Upon OEL acceptance of the application and receipt of SR Match funding on the ELCs NOA, the ELC agrees to comply with OEL Program Guidance 440.10 – Match Reporting.

6.2. The ELC shall comply with OEL timelines and instructions to develop and submit for consideration an SR Match Program funding application for serving parents and children in the local service area.

6.3. The ELC shall determine parent/guardian and child eligibility for SR Match funding. Initial eligibility is limited to low-income working parents whose family income does not exceed 200 percent FPL as long as the income does not exceed 85 percent SMI.

6.4. The ELC must receive local SR matching funds before expending state matching funds and shall document receiving and expending SR Match contributions in the SSIS.

7. VPK Program

____ **Initial here** if the ELC performs direct VPK child eligibility and management of placement services.

____ **Initial here** if VPK child eligibility and management of placements are contracted to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

7.1. VPK child eligibility and enrollment

7.1.1. The ELC shall use the SSIS as the source to receive applications for VPK Program participation.

7.1.2. The ELC shall verify and determine child eligibility for VPK and VPK SIS based on requirements of Rules 6M-8.201 and 6A-6.03033, F.A.C.

7.1.3. The ELC shall ensure VPK SIS providers are approved by the OEL.

7.1.4. Upon determining child eligibility, the ELC shall issue a Certificate of Eligibility in the SSIS. After the provider enrolls the child in their program the ELC shall finalize the enrollment in the SSIS in accordance with 6M-8.201, F.A.C.

7.1.5. The ELC shall administer the VPK Education Program as required by Chapter 6M-8 as well as Rules 6A-1.09433 and 6A-6.03033, F.A.C.

7.1.6. The ELC shall complete and document the registration and application for each eligible VPK child as Rule 6M-8.201, F.A.C., establishes.

7.1.7. The ELC shall coordinate with each school district in development of procedures for enrolling children in VPK programs offered by public schools.

7.1.8. The ELC shall provide each parent access to information on all private and public school provider(s) delivering VPK in the county in which the child is enrolling. Provider profiles must include, at a minimum, the provider's services, curriculum, instructor credentials instructor-to-student ratio; and the provider's kindergarten readiness rate calculated in accordance with s. 1002.69, F.S., based upon the most recent available results of the statewide kindergarten screening.

7.1.9. The ELC may not limit the number of students admitted by any private VPK provider for enrollment in the program.

7.1.10. The ELC shall accept a school district's automated daily attendance reporting system for the purpose of transmitting attendance records in the SSIS format.

7.2. VPK Program management

7.2.1. The ELC shall verify and document all child eligibility and reenrollment requirements as specified in Rule 6M-8.201, F.A.C. and Rule 6M-8.210, F.A.C.

7.2.2. The ELC shall verify and document VPK program service delivery, appropriate payment, and appropriate payment adjustments.

7.2.3. The ELC shall verify and document receipt and review of child attendance records.

7.2.4. The ELC shall follow the requirements of s. 1002.72, F.S., relating to child records in the VPK Education Program.

7.3. VPK provider eligibility and contracting

____ **Initial here** if the ELC directly performs VPK provider registration responsibilities.

____ **Initial here** if the ELC contracts VPK provider registration responsibility to a subrecipient. If so, the ELC shall provide the OEL grant manager a copy of the subrecipient agreement along with the executed grant agreement.

The ELC shall:

7.3.1. Verify the VPK providers contracting with the ELC meet all eligibility requirements for the VPK Program in accordance with part V of Chapter 1002, F.S. and Rules 6M-8.300 and 6M-8.301, F.A.C., before executing Form OEL-VPK 20, Statewide Voluntary Prekindergarten Provider Contract.

7.3.2. Verify all VPK providers are eligible to participate in the VPK Program and any provider removed from eligibility for five (5) years is not contracted with until that time period expires.

7.3.3. Execute statewide Form OEL-VPK 20, Statewide Voluntary Prekindergarten Provider Contract, with eligible VPK providers.

7.3.4. Execute provider agreements with eligible VPK SIS providers as specified in Rules 6M-8.500 and 6A-6.03033, F.A.C.

7.3.5. Validate documentation submitted by the provider verifying the eligibility of providers to provide VPK programs and execute contract(s) timely.

7.3.6. Verify and document each VPK provider's (within the ELC's county or multicounty region) compliance with part V of Chapter 1002, F.S.

7.3.7. Notify OEL if the ELC determines a private provider's non-compliance with part V of Chapter 1002, F.S. which requires removal of VPK eligibility per s. 1002.67(4)(b), F.S. Notification shall include submission of completed template titled "Notice of Intent to Remove VPK Provider's or Public School's VPK Eligibility" to vpkquestions@oel.myflorida.com.

7.3.8. Upon the direction of OEL, remove the private provider from eligibility to deliver the VPK Program and receive state funds under part V of Chapter 1002, F.S., for a period of five (5) years if a private prekindergarten provider fails or refuses to comply with part V of Chapter 1002, F.S., or if a provider engages in misconduct.

7.4. VPK Provider Kindergarten Readiness Rate

7.4.1. The ELC shall assign a staff member to register and serve as the administrator for the VPK Provider Kindergarten Readiness Rate website (https://vpkrates.floridaearlylearning.com).

7.4.2. The ELC shall verify if the kindergarten readiness rate of a contracted VPK provider falls below the minimum rate adopted in accordance with s. 1002.69(6), F.S.

7.4.3. If the provider's kindergarten readiness rate falls below the OEL-adopted minimum rate as established in Rule 6M-8.601, F.A.C., the ELC shall require the private provider to submit a provider improvement plan for approval by the ELC, as applicable, and to implement the plan, pursuant to Rules 6M-8.700 and 6M-8.701, F.A.C.

7.4.4. The ELC shall monitor each private VPK provider's improvement plan to ensure that the provider has implemented the approved improvement plan.

7.5. VPK pre- and post-assessment

7.5.1. The ELC shall assign a staff member to register and serve as the administrator for Bright Beginnings Online Reporting System and assign additional staff as needed in accordance with Rule 6M-8.620, F.A.C.

7.5.2. The ELC shall monitor private provider's compliance with the VPK pre- and post-assessment in accordance with Rule 6M-8.620, F.A.C.

7.5.3. The ELC shall review and approve or disapprove orders for VPK assessment materials placed by VPK providers in accordance with Rule 6M-8.620, F.A.C.

8. PDG-R, Birth through Five

In accordance with the ELC's OEL-approved application and NOA, the ELC shall:

8.1. Identify and provide mental health and/or social emotional supports for SR and VPK children, their families, contracted providers, and ELC staff.
8.2. Purchase curriculum and implementation training for SR and VPK providers.
8.3. Provide data and/or reports, as required by the application or as requested by OEL.
8.4. Provide other PDG-R activities as may be required.

D. Coalition administrative responsibilities

1. ELC SR Program Plan (plan)

The ELC shall biennially submit the coalition SR Program plan based on the requirements of s. 1002.85, F.S., and Rule 6M 9.115, F.A.C. The ELC shall submit amended plan elements and plan amendments as frequently as necessary to DEL including a Budget Report, a Revenue and Expenditure Report, and a Parent Sliding Fee Scale per Exhibit VI.

2. Cost allocation plan

The ELC shall comply with OEL cost allocation plan guidance and instructions and submit a cost allocation plan for OEL review and approval by May 15 of each fiscal year unless otherwise instructed by OEL.

3. Anti-fraud plan

The ELC shall submit an anti-fraud plan by June 30 of each fiscal year and implement the OEL-approved plan requirements in accordance with s. 1002.84(17), F.S., and Rule 6M-9.400, F.A.C.

4. Continuity of Operations Plan (COOP)

4.1. The ELC shall maintain a disaster recovery plan within its COOP for unforeseen circumstances whether they are natural or man-made disasters per s. 252.365, F.S.
4.2. By the due date listed in Exhibit VI, the ELC shall submit a COOP update to the report recipient.
4.3. The ELC shall notify OEL within the same day of its COOP activation.

5. Required match

5.1. The ELC shall secure and document the receipt and expenditure of local match funds required by the SR Match Program, if applicable, general appropriations act, state or federal law, the NOA, and in OEL Program Guidance 440.10 – Match Reporting. Match expenditures must occur between July 1, 2021 and June 30, 2022. Coalitions are encouraged to begin solicitation of match contributors as early as possible in the calendar year prior to the beginning of the fiscal year to secure match funding for the coming year.
5.2. The ELC shall submit its completed Local Match Funder Reporting form each month with its invoice.
5.3. The ELC shall not pass match requirements on to parents or guardians of SR services recipients or SR providers.

6. Performance monitoring

6.1. The ELC shall monitor the activities of subrecipients as necessary and appropriate. Monitoring activities shall determine whether subrecipients use grant awards for authorized purposes in compliance with laws, rules, regulations, and the provisions of contracts or grant agreements.
6.2. The ELC shall submit a monitoring plan for subrecipients as detailed in Exhibit VI. The ELC shall submit a written plan that shall include programmatic (including eligibility) and fiscal monitoring of all applicable subrecipients (including, but not limited to, central agencies and material service providers) on an ongoing basis, but not less than quarterly.
6.3. The ELC shall conduct subrecipient eligibility monitoring and shall address, at a minimum, the requirements in the most current Rule, the School Readiness Standard Eligibility

Review Program Guide and the Voluntary Prekindergarten Standard Eligibility Review Program Guide identifies, including using all required elements in the guides and minimum sample sizes. The School Readiness Standard Eligibility Review Program and the Voluntary Prekindergarten Standard Eligibility Review Program guides are accessible on the OEL SharePoint Coalition Zone/Program Integrity/ Monitoring Guides/AS Monitoring Tools 2021-22. The ELC shall monitor the same SR and VPK child files within the sample for eligibility and payment validation criteria.

6.4. The ELC shall conduct fiscal monitoring including, at a minimum, the activities detailed in the OEL Financial Monitoring Tool. These activities shall include, but are not limited to, regular contact with subrecipients, desk reviews, and site visits.

6.5. The ELC shall monitor SR Program providers in accordance with its plan and Rule 6M-4.630, F.A.C., to verify the providers meet the standards prescribed in ss. 1002.82, 1002.84(15) and 1002.88, F.S.

6.6. As prescribed in the OAMI Grant Agreement, the ELC shall develop written policies, procedures, and standards for monitoring VPK Program direct service providers.

6.7. The ELC shall develop written policies, procedures, and standards for monitoring vendor contracts. This requirement does not apply to contracts with SR or VPK Program direct service providers.

7. Reporting requirements

7.1. The ELC shall provide all reports listed in Exhibit VI of the agreement, List of Reports.

7.2. The ELC shall use the uniform chart of accounts for reporting budget and expenditure reports pursuant to s. 1002.82(2)(c), F.S.

7.3. The ELC shall complete TAPP reporting requirements in accordance with OEL Program Guidance 440.60 –Teenage Parent Programs (TAPP) Reporting.

7.4. The ELC shall submit all data or reports necessary to comply with:

7.4.1. ACF reporting requirements for SR Programs (ACF-118, ACF-403, ACF-404, ACF-696, ACF-800, ACF-801) and data requirements as OEL defines.

7.4.2. OEL's ad-hoc requests that conform to the timeline, content, format, and standard codes OEL specifies for:

7.4.2.1. Administering the SR, VPK, Inclusion Warm-Line, and CCR&R Programs.

7.4.2.2. SRPA and PDG-R activities.

7.4.2.3. Direct enhancement services.

Any agreement the ELC executes for services where a third party creates and/or stores ELC data in the third party's data system as a result of this agreement shall include a requirement that the third party shall share that data with OEL directly in an OEL-approved machine readable format upon receipt of a request by OEL.

7.5. If a report's due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

8. Prompt payment to SR providers

The ELC shall make payments to School Readiness providers within twenty-one (21) calendar days of the close of each month for services rendered during the prior month except as provided under law or contract.

9. Management of provider inactivation codes in the SSIS

The ELC shall accurately record in the SSIS the reason for a provider's inactivation. When recording termination codes in the SSIS, the ELC shall use the OEL-approved standard code that best describes and documents the inactivation reason.

10. SharePoint access

The ELC shall ensure appropriate staff have the needed access to the ELC's Coalition Zone SharePoint site at the permission level necessary to perform the tasks assigned to the staff member as required in the agreement. The ELC SharePoint administrator shall request access for ELC staff by providing the name, phone number, and email address to service.desk@oel.myflorida.com. Once an account is created, the ELC administrator shall assign permissions levels to the ELC's SharePoint site in accordance with the security requirements set forth in OEL Program Guidance 300.01 – IT Security Manual.

E. Deliverables

Deliverable	Minimum Performance Levels	Due Date
One full month of SR Program services tied to the Coalition operating within the hours specified in Exhibit V and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 250.01 – Other Cost Accumulators (OCAs).	The ELC shall comply with federal and state program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer the SR Program. Direct services for eligible children will be the highest expenditure priority. No more than 5 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended for administrative activities. No more than 22 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended for any combination of administrative costs, quality activities, or non-direct services. The NOA OEL will issue to the ELC subsequent to the execution of the agreement will include specific quality targeted funds (s. 1002.89(6), F.S.). No less than 78 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended to meet specified families' child care needs. The 78 percent calculation includes direct service OCA expenditures as defined in the OEL Standard Codes and OEL Program Guidance 250.01 – Other Cost Accumulators (OCAs), applicable Gold Seal OCA expenditures, and local match.	Services begin at agreement start date and continue through the NOA service period end date, invoiced monthly for the previous month's reporting period.
One full month of VPK Program services tied to the Coalition operating within the hours specified in Exhibit V and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 250.01 – Other Cost Accumulators (OCAs).	The ELC shall comply with state program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer the VPK Program. The ELC may expend no more than 4 percent of the funds paid by the ELC to private prekindergarten providers and public schools for VPK administrative costs. The ELC may use such funds only for administering the VPK Program and not for SR or other programs (s. 1002.71(7), F.S.).	Services begin at agreement start date and continue through the NOA service period end date, invoiced monthly for the previous month's reporting period.

EXHIBIT II

SCOPE OF WORK

Deliverable	Minimum Performance Levels	Due Date
One month of PDG services tied to the Coalition operating within the hours specified in Exhibit V and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 250.01 – Other Cost Accumulators (OCAs).	The ELC shall comply with federal program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer PDG services. The ELC shall expend no more than the maximum allocation(s) for PDG administrative services as specified on the NOA. The ELC shall expend no more than the maximum allocation for PDG local grants to support each specified activity, including curricula training, mental health supports and other PDG-R activities, as outlined on the NOA.	Services begin at the date of application approval and continue through the NOA service period end date, invoiced monthly for the previous month's reporting period.
One full month of CARES-funded services tied to the Coalition operating within the hours specified in Exhibit V and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 240.21 – COVID-19 Crisis Emergency Funding Assistance for Early Learning/Child Care Providers or 250.01 – Other Cost Accumulators (OCAs).	The ELC shall comply with federal program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer CARES-funded services. The ELC shall expend no more than the maximum allocation for CARES administrative services as specified on the NOA.	Services begin at the NOA service period start date and continue through the NOA service period end date, invoiced monthly for the previous month's reporting period.
One full month of CRRSA-funded services tied to the Coalition operating within the hours specified in Exhibit V and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 240.21 – COVID-19 Crisis Emergency Funding Assistance for Early Learning/Child Care Providers or 250.01	The ELC shall comply with federal program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer CRRSA-funded services. The ELC shall expend no more than the maximum allocation for CRRSA administrative services as specified on the NOA.	Services begin at the NOA service period start date and continue through the NOA service period end date, invoiced monthly for the previous month's reporting period.

Deliverable	Minimum Performance Levels	Due Date
– Other Cost Accumulators (OCAs).		
One full month of ARPA-funded services tied to the Coalition operating within the hours specified in Exhibit V and in providing a full month of tasks and activities associated with at least one OCA described within OEL Program Guidance 240.21 – COVID-19 Crisis Emergency Funding Assistance for Early Learning/Child Care Providers or 250.01 – Other Cost Accumulators (OCAs).	The ELC shall comply with federal program fund limitations, unless OEL expressly provides a waiver. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer ARPA-funded services. The ELC shall expend no more than the maximum allocation for ARPA administrative services as specified on the NOA.	Services begin at NOA service period start date and continue through the NOA service period end date, invoiced monthly for the previous month's reporting period.

F. Method of payment and reimbursement requirements

1. Reimbursement request requirements

1.1. OEL shall make payment to the ELCs according to s. 215.422, F.S. and Rule 69I-40, F.A.C., which govern time limits and requirements for payment of vouchers by state warrant. The expenditure of funds must be authorized by law and must meet the intent and spirit of the law authorizing the payment.

1.2. The ELC shall submit monthly reimbursement requests for allowable expenditures no later than twenty-five (25) calendar days following the last day of the previous month.

1.3. The ELC shall base the requests on actual allowable expenditures used to complete the required tasks. Reimbursement requests should also identify the services performed by including unduplicated number of children served during the reporting period for all direct services.

1.4. The ELC shall submit reimbursement requests to the OEL grant manager for approval in compliance with OEL Program Guidance 240.06 – Reimbursement Requests.

1.5. The ELC shall provide sufficient detail, as the OEL reimbursement request instructions describe, for OEL to comply with federal and state reporting requirements and pre-/post-audit requirements.

1.6. The ELC shall reconcile all expenditures submitted for reimbursement to the ELC's accounting system.

1.7. The ELC shall comply with OEL Program Guidance 240.01 – Cash Management and other instructions OEL establishes to institute local ELC cash management procedures, including the reimbursement request format and submission requirements.

1.8. Failure to follow reimbursement request requirements may result in the ELC not receiving reimbursement or receiving a delayed reimbursement.

1.9. On June 30 of each year, OEL will certify outstanding obligations by certified forward budget in compliance with s. 216.301, F.S. Refunds submitted after June 30 for the prior award year do not restore budget or provide certified forward budget. OEL shall pay reimbursement requests submitted after June 26 for the prior award year, for which no certified forward budget remains, from the current award. The certified forward budget reverts on September 30 each year and is not available after that date for paying reimbursement requests.

2. Final reimbursement request

2.1. The ELC shall submit a final reimbursement request for use of certified forward funds for a prior fiscal year no later than September 20 following the award period ending, unless otherwise authorized.

2.2. The ELC shall reconcile all expenditures submitted for reimbursement to the ELC's accounting system and shall maintain supporting documentation for all expenditures. The ELC shall make corrections as necessary.

2.3. The ELC shall maintain supporting documentation to include an audit trail linking all reimbursement transactions to the OEL Uniform Chart of Accounts and the ELC's general ledger and shall use the appropriate program and OCA to identify them.

2.4. OEL may monitor the agreement by validating reimbursements in relationship to provided services and reviewing the records and contracts related to those reimbursements.

3. Advance payment request

3.1. The ELC may request approval from OEL for release of advanced funds to the ELC based on the ELC's projected cash needs.

3.2. All requests, repayment, and reconciling for funding advances shall be in accordance with OEL Program Guidance 240.01 – Cash Management Procedures and Rule 6M-8.205, F.A.C.

3.3. The Executive Office of the Governor's budget authority issuance to OEL determines when OEL will approve an initial advance for the fiscal year.

3.4. Advances shall be reconciled monthly to the ELC's projected cash need. The OEL may require adjustment to the advance if the advance substantially exceeds the projected cash need for two (2) consecutive months.

4. Interest income

Per s. 216.181(16)(b), F.S., 2 CFR §200.305(8) and (9), *Payment*, and OEL Program Guidance 240.01 – Cash Management Procedures, and unless OEL otherwise authorizes, the ELC shall invest the funds it receives under this agreement in secure, interest-bearing accounts. The ELC shall return all interest income earned on VPK funds and interest earned on SR funds in excess of $500 each program year to OEL. The ELC shall notify OEL if there are no interest payments due to be returned.

5. Budget

5.1. The ELC shall prepare and submit to their grant manager their annual Coalition Budget Report in accordance with the funding provided through the NOA.

5.2. The ELC shall submit to the grant manager for review and approval the budget on the Budget Allocation by Other Cost Accumulators (OCA) form in accordance with OEL Program Guidance 240.06 – Reimbursement Requests.

5.3. The initial Budget Allocation by OCA shall reconcile to the annual Coalition Budget Report.

5.4. The ELC's OEL-approved Budget Allocation by OCA may be amended as needed, subject to review and approval by the OEL grant manager.

5.5. If the ELC proposes a budget amendment which affects the SR Program Plan, the ELC shall seek and receive OEL's approval of a plan amendment before the ELC implements the budget amendment or expends funds related to the amendment.

6. Return of funds

6.1. Upon OEL's final determination of overpayments or disallowed costs under federal or state law, regulation, or rule, the ELC shall return to OEL any overpayments or disallowed costs within forty (40) calendar days of OEL issuing a written notice to the ELC or other timeframes in compliance with OEL Program Guidance 240.01 – Cash Management Procedures.

6.2. In the event the ELC overpays a subrecipient or contractor or the subrecipient or contractor incurs a disallowed cost and the ELC cannot recover it, the subrecipient or contractor account becomes delinquent. After exercising due diligence, OEL Program Guidance 240.03 – Collection of Delinquent Accounts allows the ELC to request OEL report a delinquent account to DOE and in turn DFS. The ELC shall execute and deliver to OEL all documents necessary to report a delinquent account and secure repayment. The ELC requesting OEL report a delinquent account shall make the request to OEL no later than thirty (30) days from determining the ELC cannot recover the delinquent account in accordance with OEL Program Guidance.

7. Expenditure targets and restrictions

7.1. SR Program

7.1.1. The ELC shall comply with federal and state program fund limitations, unless OEL expressly provides a waiver.

7.1.2. The ELC shall keep costs to the minimum necessary to efficiently and effectively administer the SR Program.

7.1.3. The ELC shall ensure direct services for eligible children are the highest expenditure priority.

7.1.4. No more than 5 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended for administrative activities.

7.1.5. No more than 22 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended for any combination of administrative costs, quality activities, or non-direct services.

7.1.6. No less than 4 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended on quality activities in accordance with s. 1002.89(6), F.S.

7.1.7. The NOA OEL issues to the ELC subsequent to the execution of the agreement includes specific infant and toddler quality targeted funds (s. 1002.89(6), F.S.)

7.1.8. No less than 78 percent of all state, federal, and local matching funds expended by the ELC for the SR Program shall be expended to meet specified families' child care needs. The 78 percent calculation includes direct service OCA expenditures, as defined in the most recent version of the OEL Standard Codes and OEL Program Guidance 250.01 – Other Cost Accumulators (OCAs), applicable Gold Seal OCA expenditures, and local direct services match.

7.1.9. The NOA OEL issues to the ELC subsequent to the execution of the agreement may include additional specific instructions for targeted funds and/or restrictions in accordance with Program Guidance 250.01 – Other Cost Accumulators (OCAs).

7.1.10. The NOA OEL issues to the ELC subsequent to the execution of the agreement includes a specific allocation to perform program assessments in accordance with Program Guidance 420.02 – SR Quality Performance and 250.01 – Other Cost Accumulators (OCAs).

7.2. VPK Education Program

The ELC shall expend no more than 4 percent of funds paid by the ELC to private prekindergarten providers and public schools for VPK administrative costs. The ELC shall use such funds only for administering the VPK Education Program and not for SR or other programs (s. 1002.71(7), F.S.).

7.3. PDG-R, Birth through Five

The ELC shall expend no more than 5 percent of funds awarded to the ELC for PDG-R administrative costs. The ELC shall use such funds only for administering the PDG-R project(s) and not for any other program or project.

7.4. CARES

The ELC shall expend no more than 5 percent of funds awarded to the ELC for CARES administrative costs. The ELC shall use such funds only for administering the CARES project(s) and not for any other program or project in accordance with NOA requirements.

7.5. CRRSA

The ELC shall expend no more than 5 percent of funds awarded to the ELC for CRRSA administrative costs. The ELC shall use such funds only for administering the CRRSA project(s) and not for any other program or project in accordance with NOA requirements.

7.6. ARPA

The ELC shall expend no more than 5 percent of funds awarded to the ELC for ARPA administrative costs. The ELC shall use such funds only for administering the ARPA project(s) and not for any other program or project in accordance with NOA requirements.

8. Financial consequences

8.1 The ELC agrees if the requirements of this agreement are not timely and satisfactorily performed, the ELC shall be subject to one or more of the financial consequences listed herein. These financial consequences shall not be considered penalties.

8.2 The ELC shall ensure 100 percent of the deliverables identified in Exhibit II are performed pursuant to agreement requirements, and as described in Exhibit II, Section E. Deliverables. Failure to correctly, completely, or adequately perform these major deliverables as described in Exhibit II, Section E. Deliverables will trigger a financial consequence and the following actions will occur:

8.2.1 The OEL grant manager will notify the ELC it has failed to correctly, completely, or adequately perform these major deliverables and identify the deficiency or deficiencies. Upon receipt of this notification, the ELC has fourteen (14) calendar days to submit a Corrective Action Plan (CAP) to the OEL grant manager which addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the OEL grant manager.

8.2.2 In the event the ELC fails to submit the CAP timely, beginning the 15th day after notification by the OEL grant manager of the deficiency, OEL shall deduct, from the payment for the invoice of the following month, 1 percent of the monthly value of the administrative funds in the agreement for each business day the CAP is not submitted.

8.2.3 The OEL grant manager shall review the ELC's CAP and provide approval or disapproval in writing to the ELC within five (5) business days. If disapproving, the response from OEL shall include details of the CAP deficiencies requiring correction before the CAP can be approved.

8.2.4 In the event the ELC fails to correct an identified deficiency within the approved time period specified in the CAP, OEL shall deduct, from the payment for the invoice of the following month, 1 percent of the monthly value of the administrative funds in the agreement for each business day the deficiency is not corrected.

8.2.5. In the event the ELC does not correct all deficiencies pursuant to the CAP, for each deficiency identified in the CAP which is not corrected pursuant to the CAP, OEL shall deduct, from the payment for the invoice of the following month, 1 percent of the monthly value of the administrative funds in the agreement for each day the deficiency is not corrected.

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EXHIBIT III
AUDIT REQUIREMENTS

ELC Name:

Grant Number:

Estimated funding/grant program(s):

Grant Relationship: OEL has identified the ELC as a subrecipient

For all subrecipients, the described audit requirements will apply as described here. Based on estimated funding for this grant, the following audit requirements apply:

☒ Federal Single Audit Act (2 CFR 200 Subpart F)

☒ Florida Single Audit Act (s. 215.97, F.S.)

The administration of resources awarded by the Office and of all related public, private funds and local resources received and expended for the state's early learning programs will be subject to audits and monitoring by the Office as described in this attachment.

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 ELC.
2. Any of the above-listed reviews may identify questioned costs. The ELC 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 ELCs 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 ELC agrees 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 ensure compliance with federal requirements and performance goals are being achieved. In accordance with 45 CFR §75.342 (also 2 CFR §200.328), *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 OEL staff or contracted consultants, limited scope audits as defined by 2 CFR §200, and/or other procedures. By entering into the agreement, the ELC agrees to comply and cooperate with any monitoring procedures/processes OEL deems appropriate. The ELC further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by 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.

2. **Related party disclosures.** The ELC shall ensure 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(8) and s. 1002.84(20), F.S. for related party transactions.
   - **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 OEL 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 OEL for processing within 30 days after receipt of governing board approval.
     - **2.2.2.** Transactions of $25,000 or more must be submitted to OEL 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 OEL SharePoint site, OEL will provide alternative written instructions.
3. **Internal controls – auditor documentation.** The ELC shall obtain the internal control work papers from the auditor(s) performing the annual independent financial statement audit. The ELC shall keep these work papers onsite as part of its financial records and shall provide a copy to OEL as part of the financial reporting package as instructed in section C.4. Report Submission, below.
4. **Internal controls – annual self-assessment.** The ELC must perform an internal controls self-assessment using OEL's annual Internal Control Questionnaire (ICQ) Survey Form. The ELC shall provide a copy of the completed annual ICQ to OEL, as instructed below, by August 31 of each grant award period unless OEL provides other written instructions.

4.1. The annual ICQ will help the ELC document 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 ELC properly records and accounts for transactions.

4.1.2. The ELC executes transactions in compliance with laws, regulations, and contract provisions.

4.1.3. The ELC 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. OEL will provide the annual ICQ form in electronic format to the ELC by July 1 of each award period, unless OEL makes other arrangements. Each ELC shall submit the completed ICQ 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 OEL SharePoint site, OEL will provide alternative written instructions.

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 website which 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, *Audit Requirements*, 45 CFR §75.501(a), non-federal entities which 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 if the grantee met the matching requirement for each applicable contract/grant in accordance with OEL Program Guidance 440.10 – Match Reporting.

1.2.1. The ELC shall fully disclose in the audit report all questioned costs and liabilities due to OEL with reference to the OEL grant award(s), agreement(s) or contract(s) involved.

1.2.2. The audit procedures and Single Audit reports must include OEL'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-SAC) 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, 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 in 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 which 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.

EXHIBIT III
AUDIT REQUIREMENTS

3. Special Audit Testing Requirements

3.1. It is essential the audit firm test the Coalition's monthly reconciliation of its financial records to the SSIS. As an alternative, and upon written authorization from OEL, the auditors may test acceptable equivalent alternative supporting documentation files of the ELC, if temporary transitioning SSIS system functionality issues occur. 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 Coalition staff performs this reconciliation monthly; (b) the Coalition has processes in place to identify and correct errors noted during the monthly reconciliation process; and (c) the Coalition's financial records and the SSIS records (or acceptable equivalent documentation files tested/audited upon issuance of written authorization from OEL) were reconciled and in agreement as of the annual program year end (June 30th). Finally, a statement must be included to indicate the auditor's work papers include documentation to verify tests of these tasks were performed and such work papers are available for review by OEL 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 Coalition must be included in the audit coverage. This includes funds 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 must 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 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 Office at the following address:

Office of Early Learning
Financial Management Systems Assurance Section (FMSAS)
Email – *OEL.Questions@oel.myflorida.com*
Website – OEL Share Point site:
OEL Portal/Partners/Contractor site/FMSAS Document Exchange – Restricted/
2020-21 FMSAS/Annual Audit Report Files

EXHIBIT III
AUDIT REQUIREMENTS

4.3. Submit the Single Audit Reports and the required federal Data Collection Forms (SF-SAC) 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 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.

By signing below, the ELC, through the duly appointed undersigned representative, certifies and assures that it shall fully comply with the applicable audit requirements outlined in this attachment.

By: _____
Authorized ELC Representative Date

_____
Print Name/Title

EXHIBIT IV
Certifications and Assurances

Certifications and Assurances Form

Authority for data collection – 45 CFR Part 98.10-12; ss. 1001.213, 1002.75, and 1002.82, F.S.

Instructions – These certifications and assurances will be in effect for the duration of this agreement. OEL shall not require amendments unless required by changes in federal or state law, or by other significant change in the circumstances affecting a certification or assurance in this agreement. The entity/agency head, or other authorized officer, must sign the certification and return it to the address listed below. No payment for this agreement will be made without this current signed Certifications and Assurances form on file.

Certification:

I, the undersigned authorized official for the named ELC, hereby agree to administer the federally-funded and/or state-funded education programs on behalf of the named ELC below. I certify the ELC will adhere to and comply with the Certifications and Assurances and all requirements outlined within this exhibit.

Typed ELC Name	Grant Number	Typed Name/Title of Authorized Official

I certify the ELC will adhere to each of the Certifications and Assurances outlined in this exhibit for participation in federal and state programs as applicable to the agreement.

Signature	Date	Area Code/Telephone Number

Early Learning Coalitions (and any ELC subrecipients) are required to submit this certification form with a signature along with each grant agreement submitted to OEL.

EXHIBIT IV
Certifications and Assurances

OEL will not award a grant where the ELC has failed to accept the certifications this section contains. In performing its responsibilities under the agreement, the ELC hereby certifies and assures it will fully comply with the 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.** Status as a non-major corporation.
- **D.** Debarment, suspension, and other responsibility matters.*
- **E.** Drug-Free Workplace. * - *applies to purchases of services of $100,000 or more*
- **F.** Pro-Children Act of 2001/Environmental Tobacco Smoke Certification *
- **G.** Filing and payment of taxes.*
- **H.** 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 OEL subrecipients

- **A.** The Transparency Act (as defined by 2 CFR Part 170).
- **B.** Other miscellaneous/general disclosures.
- **C.** CCDF Salary Cap annual testing requirements.
- **D.** Compensation report requirements.
- **E.** Restrictions on funding ACORN.
- **F.** Separation of VPK Program and SR Program funds (ss. 1002.71(1) and (7), F.S., 1002.89, F.S., and 45 CFR part 98.54).
- **G.** Subrecipient monitoring.
- **H.** Immigration status.
- **I.** Standards of conduct.
- **J.** 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*
- **K.** Conflicts of Interest.*
- **L.** Contract Work Hours and Safety Standards Act.*
- **M.** Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c).*
- **N.** Davis Bacon Act, as amended (40 U.S.C. 276a, et seq.).*
- **O.** DUNS number – Data Universal Numbering System.
- **P.** Equal Employment Opportunity (EEO).*
- **Q.** Procurement of recovered materials.*
- **R.** Procurements and other purchases.
- **S.** Property.
- **T.** Purchase of American-Made Equipment and Products.*
- **U.** Reporting of matters related to recipient integrity and performance.
- **V.** System for Award Management (SAM) Unique Entity Identifier Requirements.
- **W.** Trafficking Victims Protection Act of 2000 (TVPA).

**applies to all vendor/contractor and subrecipient agreements, contracts and awards*

EXHIBIT IV
Certifications and Assurances

III. Federal certifications – applicable to all entities

A. Cost allocation plan or indirect cost rate proposal

In accordance with 45 CFR §75.415 (also 2 CFR §200.415), *Required certifications*, the ELC must certify the submitted cost allocation plan (CAP) or indirect cost rate proposal, as instructed by OEL.

Note: OEL's current cost allocation plan guidance instructs no indirect cost rates are required or used by the Office at this time since Florida's early learning programs have administrative spending caps assigned by federal regulation and/or state statutes. For more details, please contact OEL.

B. Proper expenditure reporting

In accordance with 2 CFR §200.415, *Required certifications*, the official who is authorized to legally bind the ELC must include the following certification on annual and final fiscal reports or vouchers requesting payment:

"By signing this report, I certify to the best of my knowledge and belief the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

C. Status as a non-major corporation

In accordance with 45 CFR §75.415 (also 2 CFR §200.415), *Required certifications*, the ELC must certify whether it meets the definition of a major corporation. 2 CFR §200.414(a) defines major nonprofit organizations as those which receive more than $10 million dollars in direct federal funding. The ELC certifies that:

☐ The ELC is not a major nonprofit organization.

☐ The ELC is a major nonprofit organization.

If the ELC determines it qualifies as a major non-profit organization, it shall contact OEL for additional instructions.

The following Certifications are hereby adopted and incorporated herein by reference as if fully set forth herein. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

THE FOLLOWING DOCUMENTS REQUIRE SIGNATURE. THIS AGREEMENT IS NOT VALID UNTIL EACH FORM HAS BEEN COMPLETED IN FULL AND SIGNED.

D. Debarment Certification - Lower Tier

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Contracts/Subcontracts

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

Instructions

1. Each Contractor **whose contract/subcontract equals or exceeds $25,000 in federal funds must sign** this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Office of Early Learning cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance was placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Office of Early Learning may pursue available remedies, including suspension and/or debarment.
3. The Contractor shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “person”, “principal”, and “voluntarily excluded”, as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract Manager for assistance in obtaining a copy of these regulations.
5. The Contractor agrees by submitting this Certification that, it shall not knowingly enter into any Subcontract with a person who is proposed for debarment under 48 CFR part 9,

subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/Subcontract, unless authorized by the federal government.

6. The Contractor further agrees by submitting this Certification that it will require each Subcontractor of this Contract/Subcontract, whose payment will equal or exceed $25,000 in federal funds, to submit a signed copy of this Certification.
7. The Office of Early Learning may rely upon a certification of a Contractor that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous.
8. The signed Certification must be kept in the Contract Manager's file. The Subcontractor's Certification must be kept at the Contractor's business location.

Certification

1. The prospective Contractor certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal.

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

E. Drug-free Workplace Certification

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

INSTRUCTIONS

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the Contract is entered into. If it is later determined that the Contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the Contract takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

4. If the workplace identified to the Office of Early Learning changes during the performance of the Contract, the Contractor shall inform the Contract Manager of the change(s), if it previously identified the workplaces in question.

5. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Contractors' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work

under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

The Contractor certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Office of Early Learning in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

EXHIBIT IV
Certifications and Assurances

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Contract:
Place of Performance (Street address, city, county, state, zip code)

_____
_____

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

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

F. Pro-Children Act of 2001/Environmental Tobacco Smoke Certification

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

G. Filing and Payment of Taxes Certification

CERTIFICATION OF FILING AND PAYMENT OF FEDERAL TAXES

As required by the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act, 2008 (Public Law 110-161, Division G, Title V, section 523), as a prospective financial assistance recipient entering into a grant or cooperative agreement of more than $5,000,000, I, as the duly authorized representative of the applicant, do hereby certify to the best of my knowledge and belief, that:

1. The applicant has filed all Federal tax returns required during the three years preceding this certification;

AND

2. The applicant has not been convicted of a criminal offense pursuant to the Internal Revenue Code of 1986 (U.S. Code – Title 26, Internal Revenue Code);

AND

3. The applicant has not, more than 90 days prior to this certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

EXHIBIT IV
Certifications and Assurances

H. Lobbying Certification

CERTIFICATION REGARDING LOBBYING

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Authorized Certifying Official: _____

Printed Name: _____
Title: _____
Date: _____

EXHIBIT IV
Certifications and Assurances

IV. Federal or state-required assurances – applicable to OEL subrecipients

The following assurances are hereby adopted and incorporated herein by reference as if fully set forth herein.

A. "The Transparency Act" (as defined in 2 CFR Part 170)

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

B. Other Assurances – miscellaneous/general disclosures

As the ELC's duly authorized representative, I certify the ELC shall:

1. Use fiscal control and fund accounting procedures which will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida DOE, the Florida DFS, and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
2. Cause the required financial and compliance audits to be performed in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, *Audit Requirements*, and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
3. Establish safeguards to prohibit employees and board members from using their positions for a purpose which constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
5. Administer each program covered by this agreement in accordance with all applicable laws, regulations, statutes, rules, policies, procedures, and program requirements governing the program(s).
6. Comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing each funded program.
7. Submit such reports as described in Exhibit VI of this agreement. The ELC will maintain such fiscal and programmatic records and provide access to those records, as necessary, for those departments to perform their duties.
8. 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.
9. Make any application, evaluation, periodic program plan, or report relating to each program readily available to parents and other members of the general public.
10. Have and maintain a proper accounting system in accordance with generally accepted accounting standards.

11. Not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

12. Comply with the requirements in 2 CFR Part 376, *Nonprocurement Debarment and Suspension*.

13. Comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.

14. Comply with Florida's Government-in-the-Sunshine Law (Chapter 286, F.S.), which provides a right of access to meeting of boards, commissions, and other governing bodies of state and local governmental agencies or authorities.

15. If applicable, after timely and meaningful consultation, provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and notify the officials of 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 [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)

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 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).

17. Not use federal funds awarded under this agreement for construction or the purchase of land.

C. CCDF Salary Cap annual testing requirements

1. The Consolidated Appropriations Act of 2012 (P.L. 112-74), enacted December 23, 2011, limits the salary amount which ELCs may award and charge to grants and cooperative agreements which the Administration of Children and Families (ACF) funds. ELCs 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 2021 is $199,300 and is accessible annually at the U.S. Office of Personnel Management website. This amount reflects an individual's base salary without fringe benefits and income an individual may earn outside of the duties to the applicant organization. The ELC shall apply this salary limitation to subawards/subcontracts under this agreement. The ELC's subrecipients shall:

1.1. Not use grant funds to pay for salary costs that exceed the CCDF cap.

1.2. Allocate salaries which multiple funding sources pay and compare these calculations to received program benefits.

1.3. Perform and document an annual analysis using W-2 data.

2. All CCDF-funded grantees and subgrantees are responsible for assuring compliance with this provision. All such CCDF fund recipients and subrecipients are responsible for enforcing other impacted entities of this compliance requirement.

3. All CCDF-funded grantees shall comply with salary cap reporting requirements outlined in this section.

4. All CCDF-funded grantees that request salaries for individuals in excess of the applicable 2021 rate of $199,300 per year (or $95.82 per hour for a full-time position of 2,080 hours per year) will have the submitted costs adjusted in accordance with the legislative salary limitation. The non-federal entity/grantee will be notified of this adjustment and no funds will be awarded, committed or disbursed in excess of the salary cap.

5. An individual's institutional base salary is not constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be charged to federal/state grant programs/awards. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-OEL funds.

6. The salary limitation also applies to all subawards and subcontracts.

D. Compensation report requirements

In compliance with the Florida Governor's Executive Order Number 20-44, the ELC must submit an annual Compensation Report, including its most recent IRS form 990, detailing the total compensation of its executive leadership team. Additionally, the ELC must report any changes in total executive compensation between annual Compensation Reports within 14 calendar days of the change. Total compensation includes salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Compensation Report(s) must indicate the amount and percent of compensation from all sources, including state and federal allocations. See Exhibit IV, List of Reports, for additional details.

E. Restrictions on funding ACORN

To comply with P.L. 111-117, the ELC may not distribute federal funds made available under this agreement to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, the grantee may not provide federal funds to any covered organization as House of Representatives (H.R.) 3571, the Defund ACORN Act, defines.

F. Separation of Early Learning funds

Pursuant to ss.1002.71(1) and (7), F.S., s. 1002.89, F.S., and 45 CFR part 98.54, the VPK and SR programs are independent programs with separate state and federal funding. All ELC expenditures made and fiscal records maintained shall reflect funds expenditure separation and such funds shall be distinctive and clearly identifiable in all fiscal records the ELC maintains. The ELC hereby certifies it will expend all:

1. SR (Child Care and Development Fund, TANF, Social Services Block Grant and General Revenue and matching) funds solely for operating the SR Program.
2. State general revenue funds awarded for operating the VPK Program solely for operating the VPK Program.
3. PDG-R funds solely for operating the PDGR (Award # 90TP000-02-00) specific activity(s).
4. CARES funds solely for CARES Act (Award # 2001FLCCC3) specific activities.
5. CRRSA funds solely for CRRSA Act (Award # 2101FLCCC5) specific activities.
6. ARPA funds solely for ARP Act (Awards # 2101FLCSC6 and 2101FLCDC6) specific activities.

G. Subrecipient monitoring

The ELC certifies it has established and shall implement fiscal and programmatic monitoring procedures for its subrecipients.

H. Immigration status

The ELC certifies it agrees to comply with the provisions of s. 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 U.S.C. part 1611) ensuring that only individuals eligible for CCDF services receive them.

I. Standards of conduct

The ELC certifies it shall comply with the provisions 45 CFR §75.327 (also 2 CFR §200.318), *General procurement standards,* regarding standards of conduct. It will establish safeguards, written policies, and training procedures to prohibit employees and board members from using their positions for any purpose which constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

J. Clean Air Act and Federal Water Pollution Control Act

If the aggregated amount of funds awarded under this agreement is in excess of $150,000, the ELC shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR §75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

K. Conflicts of Interest

1. Pursuant to 2 CFR §200.318, *General procurement standards,* the Office must maintain oversight to ensure the ELC performs scoped services in accordance with minimum standards or conduct.
    - **1.1.** If the ELC has a parent, affiliate, or subsidiary organization which is not a state or local government the ELC must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means, because of relationships with a parent company, affiliate, or subsidiary organization, the ELC is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

1.2. The ELC's written standards of conduct must also address the performance of employees engaged in the selection, award and administration of contracts.

2. Related party contracts. Federal and state rules require the ELC to comply with disclosure and reporting requirements regarding conflicts of interest and related party contracts. See Exhibit III, Section B.2., Related party disclosures, for more information.

L. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of $100,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements or other construction activities.

2. The ELC shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous, or dangerous conditions or surroundings.

3. These requirements do not apply to purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation services.

M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

1. Federal and state standards for procurement and contracts administration require all contractual agreements in excess of $2,000 to address requirements for compliance with federal labor laws. See 45 CFR 75 Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

2. This provision applies to agreements which include salaries for laborers and for all contracts for repairs, improvements, or other construction activities.

3. The ELC, its subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The ELC shall report all suspected or reported violations to OEL.

N. Davis-Bacon Act, as amended (40 U.S.C. 276a, et. seq.)

When federal program legislation requires, all construction contracts of more than $2,000, the recipient's and subrecipient's award shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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*).

1. Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor.

2. Contractors shall be required to pay wages not less than once a week.

3. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination.

4. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

O. DUNS Number – Data Universal Numbering System

The federal government requires organizations to provide a DUNS number as part of their grant applications and proposals. The OMB has adopted the use of DUNS numbers to keep track of how federal grant money is awarded and dispersed. The DUNS number is a nine-digit number the Dun and Bradstreet Company issues. This company provides business information for credit, marketing and purchasing decisions. Some entities will also have what is known as "DUNS + 4," which is used to identify specific units within a larger entity.

Registering for a DUNS number is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through the Dun and Bradstreet website can take up to thirty (30) days.

All recipients and subrecipients funded with federal funds must obtain a DUNS number prior to receiving a grant award.

P. Equal Employment Opportunity (EEO)

The ELC certifies it is in compliance with E.O. No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor supplements. See 45 CFR 75, Appendix II, *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*.

Q. Procurement of Recovered Materials

1. Pursuant to 2 CFR §§200.317, *Procurements by states*, and 200.323, *Procurement of recovered materials*, the ELC will comply with the following requirements of section 6002 of the Solid Waste Disposal Act.
   - **1.1.** Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
   - **1.2.** Procure solid waste management services in a manner that maximizes energy and resource recovery; and
   - **1.3.** Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, *https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program*. The list of EPA-designated items is available at *https://www.epa.gov/greenerproducts/identify-greener-products-and-services.*

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

3. Paragraph 2. of this clause shall apply to items purchased under this agreement where:
   3.1. The ELC purchases in excess of $10,000 of the item under this agreement; or
   3.2. During the preceding Federal fiscal year, the ELC: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

R. Procurements and other purchases

The ELC must comply with federal/state procurement requirements. State procurement instructions are described in ss. 215.971, 287.057, and 287.058, F.S. However, the ELC is not required to competitively procure direct service providers for the SR or VPK Programs. The ELC must have documented procurement policies and procedures which meet the minimum requirements of federal rules and regulations located at 2 CFR §§200.317-200.326.

S. Property

1. Property purchased in whole or in part with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules and regulations. The ELC shall comply with the provisions of 45 CFR §75.318, *Real property*, 45 CFR §75.320, *Equipment*, and 45 CFR §75.321, *Supplies*. The ELC shall include in all subrecipient contracts, and any contractor contracts for services which include purchasing/procuring equipment, language which requires property a subrecipient purchases with funds provided under the agreement to revert to the ELC upon contract termination.

2. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, title to all property acquired with funds provided to the ELC under this agreement shall be vested in the ELC; however, title and ownership shall be transferred to OEL upon termination of the ELC participation in early learning programs, unless otherwise authorized in writing by OEL. All property required to be returned to the Office will be in good working order. See 2 CFR §200.318, *General procurement standards*, s. 273.02, F.S., and Rule 69I-73.002, F.A.C.

3. Pursuant to 2 CFR §200.302, *Financial management*, and instructions noted in the DOE Green Book, effective control over and accountability for all property and other assets is required. Small attractive items with a purchase value less than $5,000, whether classified as equipment, technology item or supplies must be safeguarded. The ELC shall have a written policy on how these items will be tracked, accounted for and safeguarded.
4. The term "nonexpendable property" shall include all tangible personal property which meet the criteria set forth in Rule 69I-73.002, F.A.C. In accordance with 45 CFR 75.439 and in compliance with OEL Program Guidance 240.05 - Prior Approval, property shall not be purchased with program funds without prior approval from OEL.
5. Contingencies such as liens or other liabilities shall not be placed upon assets purchased with program funds, nor shall non-expendable property purchased with program funds be used as collateral.
6. In accordance with OEL Program Guidance 240.02 – Tangible Personal Property, the funding sources for the purchase of all such property shall be identified and all such property purchased in the performance of the early learning programs shall be listed on the property records of the ELC. The ELC shall inventory annually and maintain accounting records for all equipment purchased in accordance with OEL Program Guidance 240.02 – Tangible Personal Property, relevant Florida Statutes, state rules, federal regulations, and federal cost principles. In addition to the annual inventory required by October 1 of each year, whenever the custodian or custodian's delegate changes, the ELC shall conduct a physical inventory of specified equipment and provide a copy to OEL.
7. Based on s. 273.055, F.S. and Rule 69I-72.002, F.A.C., when original or replacement equipment acquired by the ELC or its subrecipient/contractor is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as described below in section 8.
8. Proceeds received from the sale of property with a current per unit fair market value up to $5,000 may be retained at the ELC level to be used to support ongoing operations of the same program that obtained or purchased the property item(s) sold. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's program budget in which the sale occurred. It shall then be reported in accordance with OEL Program Guidance 240.01 – Cash Management Procedures. This identification of income is necessary to meet reporting requirements of HHS. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. If the ELC no longer receives funds for the particular project or program, the income from such equipment sales will be returned to the Office to be forwarded to the US DHHS. Upon termination of a project, and at the discretion of the Office, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Office and all necessary actions to transfer the ownership records of the equipment/property to the Office or its designee, will be taken. Equipment initially purchased with federal funds with a current per-unit fair market value in excess of $5,000, must be processed in accordance with 2 CFR

§200.313(e)(2), *Equipment*, with the assistance and prior written approval of the Office.

T. Purchase of American-made equipment and products
The ELC shall, with funds made available by this agreement, to the greatest extent practicable purchase all American-made equipment. (P. L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, §507)

U. Reporting of matters related to recipient integrity and performance
Unless exempt from these requirements per OMB guidance at 2 CFR Appendix XII, Part 200, the ELC shall maintain current information reported to the System for Award Management (SAM). Portions of these data disclosures about civil, criminal, or administrative proceedings are also made available in the Federal Awardee Performance and Integrity Information System (FAPIIS). OEL is required to review and consider this and other publicly available information to evaluate/review risk related to the ELC's integrity, business ethics, and record of performance under federal awards in accordance with 45 CFR §75.32(b) (also 2 CFR §200.332(b)), *Requirements for pass-through entities*.

V. System for Award Management (SAM)
Unless exempt from these requirements under OMB guidance at 2 CFR Part 25 (e.g., individuals), the ELC shall:

1. Be registered in SAM prior to entering into this agreement or submitting an application or proposal by a federal awarding agency. SAM information can be found at: https://sam.gov/SAM/.
2. Maintain an active SAM registration with current information at all times during which it has an active federal award or an application or proposal under consideration by a federal awarding agency, and
3. Provide a valid unique entity identifier in its application (e.g., provide its DUNS number in each application or proposal it submits to the agency). Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

W. Trafficking Victims Protection Act of 2000 (TVPA)
Human Trafficking Requirements are hereby adopted and incorporated herein by reference as if fully set forth herein. (22 U.S.C. 7104(g), as amended)

X. Prohibition on certain telecommunications and video surveillance services or equipment

As described in CFR 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to: (a) Procure or obtain, (b) Extend or renew a contract to procure or obtain; or (c) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in P. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Y. Protection of human subjects

The ELC will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this agreement.

EXHIBIT V
ELC Administrative and CCR&R Office Information

Complete the table for the ELC's administrative and CCR&R office(s). If the administrative office operates at different days/hours than the CCR&R office, list those offices on separate lines.

ELC	Office		Operation		Holiday
County	**Address (street, city, zip)**	**Office Type**	**Days of the Week**	**Hours of the Day**	**Office Closure Dates**
		☐ Admin ☐ CCR&R		am – pm am – pm	
		☐ Admin ☐ CCR&R		am – pm am – pm	
		☐ Admin ☐ CCR&R		am – pm am – pm	
		☐ Admin ☐ CCR&R		am – pm am – pm	
		☐ Admin ☐ CCR&R		am – pm am – pm	
		☐ Admin ☐ CCR&R		am – pm am – pm	
		☐ Admin ☐ CCR&R		am – pm am – pm	
		☐ Admin ☐ CCR&R		am – pm am – pm	
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		☐ Admin ☐ CCR&R		am – pm am – pm	
		☐ Admin ☐ CCR&R		am – pm am – pm	
		☐ Admin ☐ CCR&R		am – pm am – pm	
		☐ Admin ☐ CCR&R		am – pm am – pm	

EXHIBIT VI
List of Reports

The ELC is responsible for providing the following reports to the report recipient with a copy of each to the ELC's assigned grant manager by the due dates. For reports where the report recipient is an update to the SSIS, the ELC shall provide email notification to the OEL grant manager the report requirement has been completed.

Due Date	Reports	Reference	Report Recipient
Prior to expenditure of funds and no later than July 31	PDG application and other required documents included in the approved application.	Exhibit II (C.8.)	SharePoint/Coalitions Zone/*ELC Name*/Coalition Document Exchange/PDGR
July 31	Return Interest Earned on Funds	Exhibit II (F.4.)	Office of Early Learning Attn: Financial Administration and Budget Services 250 Marriott Drive Tallahassee, Florida 32399
July 31	Budget Report	Exhibit II (D.1.)	SharePoint/Coalitions Zone/*ELC Name*/Coalition Document Exchange/Annual Budget Report
Last business day in August	CCR&R ELC Staff List	Exhibit II, (C.3.)	SharePoint/Coalitions Zone/*ELC Name*/Accountability Document Exchange – Restricted/2021-2022 CCRR
Last business day in August	CCR&R Accessibility Report and CCR&R Organization's Plan for Family Engagement and Community Outreach	Exhibit II (C.3.)	CCR&R State Network Office
August 31	Internal Control Questionnaire	Exhibit III (B.4)	SharePoint/Coalitions Zone/*ELC Name*/Accountability FMSAS Document Exchange/*Current Year* ICQ (To Be Completed or Completed)
October 1	Coalition Annual Report	1002.84(18), F.S. and OEL Program Guidance 202.80 – Early Learning Coalition Annual Report	SharePoint/Coalitions Zone/*ELC Name*/Coalition Annual Report
October 1	Master Property Inventory Report	OEL Program Guidance 240.02 – Tangible Personal Property	SharePoint/Coalitions Zone/*ELC Name*/Coalition Document Exchange/Annual Inventory Report
October 1	Subrecipient Monitoring Plan (for all contracts, grants, agreements, and programs)	Exhibit II (D 5.)	SharePoint/Coalitions Zone/*ELC Name*/Accountability Document Exchange/Monitoring Plans
October 1	Revenue and Expenditure Report	Exhibit II (D.1.)	SharePoint/Coalitions Zone/*ELC Name*/Coalition Document Exchange/Annual Expenditure Report
October 1	Warm-Line Narrative Report & Activity Log	Exhibit II (C.4.)	SharePoint/Coalition Document Exchange/Grant Agreement Deliverables/Warm-Line Narrative

EXHIBIT VI
List of Reports

Due Date	Reports	Reference	Report Recipient
November 1	CCDF Quality Performance Report (QPR)	Exhibit II (D.1.)	SharePoint/Coalitions Zone/*ELC Name*/QPR
March 31	Single Audit Report	Exhibit III, Audit Requirements	SharePoint/Coalitions Zone/*ELC Name*/Accountability FMSAS Document Exchange/Annual Audit Report Files
March 31	Compensation Report and Form 990	Exhibit IV, Section IV.D.	SharePoint/Coalitions Zone/*ELC Name*/Accountability FMSAS Document Exchange/*Current Compensation*
April 1	Parent Sliding Fee Scale	Exhibit II (D.1.)	SharePoint/Coalitions Zone/*ELC Name*/Coalition Plan/2021-22 Amendment Submission
April 15	CCDF Salary Cap testing Form	Exhibit IV, Section IV.C.	SharePoint/Coalitions Zone/*ELC Name*/Accountability FMSAS Document Exchange/*Current Cap To Be Completed*
May 1	Continuity of Operations Plan (COOP) / Update	Exhibit II (D.4.)	SharePoint/Coalitions Zone/*ELC Name*/COOP Plan
May 15	Cost Allocation Plan or Certification Form	Exhibit II (D.2.) and Exhibit IV, Section III.A.	SharePoint/Coalitions Zone/*ELC Name*/Accountability FMSAS Document Exchange/*Current Year* Cost Allocation Plan
May 31	CCR&R Annual Provider Profile	Exhibit II (C.4.)	Update in SSIS
June 30	Anti-Fraud Plan	Exhibit II (D.3.)	E-mail to inspector.general@oel.myflorida.com
Within 5 days of the effective date of this agreement	A copy of the E-Verify "Edit Company Profile" screen	Exhibit I (J.1.)	SharePoint/Coalitions Zone/*ELC Name*/Coalition Document Exchange/E-Verify
Within 5 days of a new hire	A statement identifying a new hire with its E-Verify case number	Exhibit I (J.1.)	Email to your OEL Grant Manager
As Needed	Provider Rate Schedule	Exhibit II (D.1.)	SharePoint/Coalitions Zone/*ELC Name*/Coalition Plan/2021-22 Amendment Submission
As Needed	Conflicts of Interest and Related Parties	Exhibit IV (J.2.)	SharePoint/Coalitions Zone/*ELC Name*/Coalition Document Exchange/Fiscal Year Documents/2021-22 Financial Package/
Biennially & as needed thereafter	Coalition Plan & Plan Amendments	Exhibit II (D.1.)	SharePoint/Coalitions Zone/*ELC Name*/Coalition Plan
Monthly, with the invoice	Match Report	Exhibit II (D.5.2.), OEL Program Guidance 440.10 Match Reporting	SharePoint/Coalitions Zone/*ELC Name*/Coalition Document Exchange/Monthly Match Reports

EXHIBIT VI
List of Reports

Due Date	Reports	Reference	Report Recipient
Quarterly	Minority Business Enterprise Utilization Report	Exhibit I (X)	SharePoint/Coalitions Zone/*ELC Name*/Coalition Document Exchange/Quarterly CMBE Reports
Within 4 months of starting employment as a CCR&R Coordinator and completing the Coordinator certification	CCR&R Coordinator Evaluation	Exhibit II (C.3.)	CCR&R State Network Office
Within 4 months of starting employment as a CCR&R specialist and completing the Specialist certification	CCR&R Specialist Evaluation	Exhibit II (C.3.)	CCR&R State Network Office

Section

3

ELCMC Early Learning Coalition of Marion County, Inc.

In partnership with United Way SUCCESS BY 6™

Action Sheet

EXECUTIVE COMMITTEE
June 10, 2021

SUBJECT: Board of Directors Child Care Provider Representative Nominations

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PROPOSED ACTION

Approve recommendation of nomination to ELCMC Board of Directors for:

- Karissa Shannahan, Private Child Care Center Provider – term July 1, 2021 through June 30, 2025
- Cecil Wilson, Family Child Care Provider – term July 1, 2021 through June 30, 2025

BACKGROUND INFORMATION

The upcoming vacancies were advertised on the Coalition website, announced at Provider Meetings, and included in regularly distributed emails to all Marion County Child Care Providers. A total of four applications were received by the Coalition. All applicants are eligible to be considered for a child care representative on the Board.

The term for Paola Lopez (Private Child Care Center Provider Representative) ends on June 30, 2021. Paola is not eligible to be considered for nomination to the Board of Directors for another term.

Karrissa Shannahan is the Owner & Director of All Stars, a private-for-profit enterprise (childcare center) in Marion County. Karrissa is a strong children's advocate and interested and eligible to be considered for this position.

The term for Gwen Wilson (Family Child Care Provider) ends on June 30, 2021. Gwen is not eligible to be considered for nomination to the Board of Directors for another term.

Cecil Wilson is a Family Child Care Provider in Marion County. Cecil considers himself a strong pillar and advocate for children's issues in Marion County. Cecil is interested and eligible to be considered for this position.

A poll was sent electronically to all providers with all interested applicants to represent the Family Child Care Homes and Private For-Profit Child-Care Providers. Based on the votes/responses collected from both polls the above providers were recommended for representation on the Board of Directors.

To be presented at the Full Board meeting: June 24, 2021

Supporting Documentation Available:

- ELCMC By-Laws
- Board of Directors Nomination Form for all applicants

Section

4

ELCMC Early Learning Coalition of Marion County, Inc.

In partnership with United Way SUCCESS BY 6™

Action Sheet

EXECUTIVE COMMITTEE
June 10, 2021

SUBJECT: Board of Directors Nominations

PROPOSED ACTION

Approve recommendation to serve on the ELCMC Board of Directors for:

- Evan Pitts, Private Sector Representative – Term 7/1/21 to 6/30/25
- Elizabeth Chryst, Private Sector Representative – Term 7/1/21 to 6/30/25
- Jeanne Henningsen, Private Sector Representative – Term 7/1/21 to 6/30/25

BACKGROUND INFORMATION

As of July 1, 2021, the Coalition will have three private-sector vacancies on the Board of Directors. Four applications for consideration have been received.

The applicants above meet all requirements to be considered for a private-sector seat on the Board of Directors, including exclusive employment in a private-sector business. One applicant is also employed with a partner non-profit organization, as well as serving as the Executive Director of a private-sector business.

In compliance with Florida Statutes and the Early Learning Coalition Membership Policy issued by the Office of Early Learning, the Board Member appointments noted above are being presented.

Evan Pitts is the Senior Vice President at the Florida Credit Union. Evan is interested in assisting build strong families and eligible to be considered for this position on the Coalition Board of Directors.

Elizabeth Chryst was the first women elected by the U.S. Senate to serve as the U.S. Senate Secretary for the Majority for the GOP. Serves as a Guardian Ad Litem for the 5th Judicial Circuit in Florida and a licensed foster parent. Elizabeth is eligible to be considered for this position on the Coalition Board of Directors. She has also submitted an application to the Governor's Appointment Office for a Governor's Appointed position on the ELCMC Board of Directors.

In compliance with the By-Laws the above members are eligible and interested in joining the ELCMC Board of Directors for a four-year term. Current member Jeanne Henningsen is also eligible and interested in serving a second four-year term.

Approval of the above individuals will allow the Coalition's Board of Directors to continue to demonstrate the community commitment and interest in early learning.

To be presented at the Full Board meeting: June 24, 2021

Supporting Documentation Included: Board Membership List for FY 2021 – 2022

Supporting Documentation Available:

- ELCMC By-Laws
- Board Nomination Forms for Evan Pitts, Elizabeth Chryst, Victoria Fernandez
- Email from Jeanne Henningsen confirming interest in remaining on the Board

FULL BOARD OF DIRECTORS 2021 - 2022

Member Name	Position	Organization	Term
1. VACANT	Governor Appointed		
2. VACANT	Governor Appointed		
3. Brenda Ford, CPA ***Treasurer***	Private Sector	Crippen & Co.	1st Term 4/30/24
4. Commissioner Michelle Stone	County Commissioner	Marion County Board of County Commissioners	N/A
5. Kathy Robbins, ***Vice-Chair***	Florida College System Institution	College of Central Florida	N/A
6. Richard Forrester	Child Care Regulations/ DCF Designee	Department of Children and Families	N/A
7. Cindy LeCouris	Regional CareerSource Board	CLM CareerSource	N/A
8. Jennifer Beck	District Superintendent of Schools or Designee	Marion County School District	N/A
9. Maritza Alejandro	Head Start Director	Episcopal Children's Services	N/A
10. Mark Lander	County Health Department Designee	Florida Department of Health in Marion County	N/A
11. Doug Day, CPA~~, ***Past Vice-Chair***~~	Private Sector	Day & Day, PA	2nd Term 6/30/23
12. Robert Colen, ***Chair***	Governor Appointed	On Top of the World	2nd Term 4/30/21
13. Thomas LoBianco	Private Sector	Tender Care Medical Services	1st Term 1/9/23
~~*14.* Lisa Seiffer~~ Elizabeth Chryst	Private Sector		1st Term 6/30/25
15. Todd Panzer	Private Sector	Panzer Concierge Medicine	1st Term 6/30/23
~~16. Ryan Lilly~~ Evan Pitts	Private Sector	Florida Credit Union	1st Term 6/30/25
17. Cara Meeks, ***Past Vice-Chair***	Private Sector	Sunshine Health	2nd Term 6/30/22
18. Judy Johnson	Private Sector	Words/Myth Enterprises	2nd Term 6/30/22
19. Jeanne Henningsen, M.S., CPC	Private Sector	Monarch Leadership Group	2nd Term 6/30/25
20. Earlene Carte	Faith-based Child Care Provider	First Assembly of God Christian School	2nd Term 6/30/24
~~21. Gwen Wilson~~ Cecil Wilson	Family for-profit Child Care Provider Rep.	Family Child Care Provider	1st Term 6/30/25
~~22. Paola Lopez~~ Karrissa Shannahan	Private for-profit Child Care Provider Rep.	All Starts Learning	1st Term 6/30/25
23. Karen Vega	Rep. of Program Under Disabilities Ed. Act	Outreach Autism Services Network	1st Term 1/09/23

DRAFT

Section

5

ELCMC Early Learning Coalition of Marion County, Inc.

In partnership with United Way SUCCESS BY 6™

Action Sheet

EXECUTIVE COMMITTEE

June 10, 2021

SUBJECT: Approve 2021 – 2022 Anti-Fraud Plan, effective July 1, 2021

PROPOSED ACTION

Request to approve the Coalition Anti-Fraud Plan for Fiscal Year 2021 – 2022 with an effective date of July 1, 2021. Coalition Anti-Fraud Plan will then be forwarded to OEL for their approval.

The Coalition's Anti-Fraud Plan process has not been changed. There have been minimal changes due to the Coalition Structure.

BACKGROUND INFORMATION

Rule 6M.9-400, Florida Administrative Code, Early Learning Coalition Anti-Fraud Plans, requires that coalitions submit a 2021 – 2022 Anti-Fraud Plan to the Office of Early Learning by June 30, 2021. The Coalition Anti-Fraud Plan must be sent to the Office of Early Learning's Office of Inspector General no later than June 30th of each year. The Office of Early Learning will process the plan no later than September 1st of each year and shall notify the coalition in writing of approval or disapproval and the reasons for disapproval. If disapproved, a corrected plan shall be submitted no later than November 1st of each year.

The attached has been completed using the Rule 6M-9.400, F.S. 1002.91, and previous Anti-Fraud Plans that have been approved by OEL.

To be presented at the Full Board Meeting: June 24, 2021

Supporting Documentation Included:

- Coalition Anti-Fraud Plan for Fiscal Year 2021 – 2022 effective July 1, 2021

Supporting Documentation Available:

- Early Learning Coalition's Anti-Fraud Plan FY 2021-2022 Approval Checklist

~~2020~~2021-~~2021~~2022

Anti-Fraud Plan

Effective: July 1, ~~2020~~2021

[Florida Statutes 1002.91 (8), the anti- fraud plan rule will set forth criteria for coalition anti- fraud plans, including due process procedures for removing recipients from the program.]

ELCMC Board Approved: June 25, 2020.

Commented [LS1]: Update will be made once the Board Approves

Formatted: Highlight

Early Learning Coalition of Marion County (Coalition) Anti-Fraud Plan

Pursuant to Section 1002.91(8), F.S. and Rule 6M-9.400(2), F.A.C., each early learning coalition shall adopt an anti-fraud plan addressing the detection and prevention of overpayments, abuse, and fraud relating to the provision of and payment for School Readiness (SR) program and Voluntary Pre-kindergarten (VPK) Education Program services. The anti-fraud plan must be approved by the coalition board prior to submission to the Office of Early Learning (OEL).

The plan must be sent to the Office of Early Learning's Office of Inspector General no later than June 30 of each year. The submission may be submitted electronic or through the mail.

Definitions:

"Fraud" is an intentional deception, omission, or misrepresentation made by a person with knowledge that the deception, omission, or misrepresentation may result in an unauthorized benefit to that person or another person, or any aiding and abetting of the commission of such an act. The term includes any act that constitutes fraud under applicable federal or state law.

"Recipient" is the parent or legal guardian whose child was determined eligible for School Readiness or Voluntary Pre-Kindergarten Education Program benefits.

"Provider Fraud" In accordance with s.1002.91(4), F.S., Coalition may suspend or terminate a provider from participation in the school readiness program when it has reasonable cause to believe that the provider has committed fraud.

If suspended, the provider shall remain suspended until the completion of any investigation by the office, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

In the event a provider commits fraud, the Coalition shall refrain from contracting with, or using the services of, the provider for a period of five (5) years.

A written description or chart identifying who in the organization will be responsible for investigating possible overpayments, fraud and abuse [6M-9.400(3)(a), F.A.C.]:

The Coalition's ~~Operations Department comprised of the (1)~~ Chief Operations Officer, and ~~two (2) Client Services Counselors/Compliance~~ Client Services Counselors/Reimbursement is responsible for investigating possible overpayments, fraud and abuse.

As a best practice, the Early Learning Coalition will utilize the following methods in detecting and investigating possible acts of fraud, abuse and overpayments:

1. The Coalition's ~~Compliance~~ Operations Department ~~and Family Services Department~~ and Business Information Director reviews OEL's data quality reports and performs a thorough review on custodians identified in the data

match report. The findings are gathered and reported to OEL as requested within the specified deadline.

2. The Coalition's Family Services Department will carefully review documents when conducting SR eligibility interviews to check for authenticity and altered documents. Verification of employment will be required for any client who produces a verification of employment form. Other indicators will also include inconsistencies from previously reported information on employment such as rate of pay, marital status and dependents indicated on paystubs; inconsistencies on family composition from previously reported information, request for ACCESS benefits to prove household size, if applicable, and the investigation of anonymous calls received by the organization regarding clients receiving services.
3. The Coalition's ~~Compliance~~ Reimbursement Department will review randomly sampled attendance sheets and compare them to sign-in/sign out sheets, investigate sign in/sign out sheets and parents signatures that appear to be different than forms that are completed during the eligibility interview, times recorded on the sign-in and out sheets that are always the same, unannounced visits of attendance monitored, if applicable; parental complaints/allegations against a provider, and anonymous calls received regarding potential provider fraud.
4. The Coalition's Chief Operations Officer or designee spends sufficient time with providers during orientation to discuss fraud as it is described in the Statewide Provider Agreement for VPK and School Readiness, and as required throughout the year. Information will be provided at least semiannually at provider meetings and posted on the coalition's website.
5. Additionally, the Coalition's Chief Executive Officer or their designee conducts the annual mandatory Contract Signing Meeting and discusses fraud with the providers and allows an opportunity for questions. Implications are also discussed as well as possible outcomes of committing fraud.

Documented verification of child care referrals from other organizations [6M-9.400(3)(b), F.A.C.]:

The Coalition's Resource and Referral staff receives and approves childcare referrals from approved outside agencies/partners. Daily reviews are conducted by the Coalition's Chief Operations Officer~~Chief Operations Officer~~ or the School Readiness Eligibility Coordinator to ensure that childcare has not exceeded the authorization dates. In the event a childcare referral has exceeded the authorization end dates, services are terminated, the parent and provider is notified via email from the Statewide Information System ~~and a change in child care status form (termination) is uploaded to the Coalition's Provider portal and/or OEL's provider portal in the provider's document library.~~ If fraud has been determined, the child care referring agency/partner will be notified by the Chief Operations Officer ~~Chief Operations Officer~~ or designee and the

suspected fraud reporting procedures will be enacted. A suspension or termination shall not be applied against recipients with a valid at-risk referral.

Description of fraud hotlines, and how information is shared with parent, providers, employees and the public [6M-9.400(3)(b), F.A.C.]:

Any potential suspected fraud by parents or providers may be reported to the Chief Operations Officer ~~Chief Operations Officer~~ at (352) 369-2315 extension 214. Information concerning reporting suspected fraud will be shared with parents, providers, employees, and the public by displaying posters in the meeting rooms, mandatory contract signing meetings, an overview of suspected fraud with new providers contracting with the Coalition during provider orientation, ~~semi-annually at provider meetings~~ and posted on the coalition's website.

Description of the plan's procedures for parents, guardians or providers who have committed fraud [6M-9.400(3)(c), F.A.C.]:

For a parent, guardian or provider who has been suspected of ~~committing~~ fraud or misrepresentation to the Coalition for falsification of forms or documents, providing false verification, misuse of benefits wrongfully paid the following steps will apply:

1. Coalition staff will provide a written advance notice of the intended action to suspend or terminate benefits to the recipient to be affected. The written notice will clearly advise of the allegations, the basis of the allegations, the intended action and the date the action is to be imposed. The parent/guardian will receive the written advance notice at least 14 calendar days prior to termination.
2. Coalition staff member will complete the suspected fraud report form which is located on the X: Drive in the coalition's procedures folder. All fields are to be completed and a brief written summary will be provided to the Chief Operations Officer or designee.
    a. Check yes or no if applicant has been notified
    b. Date applicant notified
    c. Program Type
    d. Applicant/Provider's Name
    e. If applicable SSN and Date of Birth
    f. Applicant/Provider Street and Mailing Address if different
    g. Discovery date, Date Reporting, Fraud Start Date, Fraud End Date and Fraud amount, if applicable.
    h. Summary describing Suspected Fraud
3. The completed Suspected Fraud Referral form and supporting documentation must be submitted to the Chief Operations Officer~~Chief Operations Officer~~ or designee of the Early Learning Coalition within (10) business days of the

suspected case for review to determine if there is reasonable cause of suspected fraud.

4. The Chief Operations Officer~~Chief Operations Officer~~ or designee will review the Suspected Fraud Form and all supporting documentation to determine if there is reasonable belief that the applicant or provider knowingly:
   a. Made a false or misleading statement to the Coalition
   b. Forged or provided false documentation to the Coalition to obtain benefits or funds for services
   c. Committed any act intended to mislead/misrepresent Coalition staff while being interviewed for services
   d. Caused the Coalition to disburse payments or benefits
   e. Assisted or aided any person committing one of the forgoing acts, or committed a prohibited act described under Section 414.39, F.S., then he or she may be guilty of fraud pursuant to Section 414.39, F.S.
5. The Chief ~~Operation~~Finances Officer~~Chief Operations Officer~~ or designee will establish the amount of overpayment and/or unauthorized period for which payments were made.
6. If there is reasonable belief that the applicant or provider has been ~~committed~~ suspected of fraud, the Chief Operations Officer~~Chief Operations Officer~~ or designee will proceed with collecting all supporting documents, attendance, sign in-out sheets, conducting interviews, making telephone calls, review of parent files and making onsite visits, if applicable.
7. The Chief Operations Officer~~Chief Operations Officer~~ or designee will attempt to contact the parent/guardian or provider via phone to advise of allegations made, the basis of the allegations, the intended action and the date the action is to be imposed.
8. A letter will be mailed via Certified Mail Return Receipt and Regular US Mail to the parent/ guardian or provider as a follow up to the phone conversation. The certified letter will be translated into the recipient's native language if the coalition's other communications with recipient have been translated. The certified letter shall include the following:
   a. The allegations, the basis of the allegations, the intended action and the date the action is to be imposed.
   b. The letter will also include, if applicable, the potential for repayment of improper benefits if the conclusion of fraud is upheld, including any benefits received after the receipt of the written advance notice.

c. The amount of overpayment to be recovered and the time allotted for the overpayment to be recovered before a suspected fraud referral would be submitted to the Office of Early Learning's Fraud Referral System.

d. The procedure for the recipient to follow to attempt to appeal the decision.

e. A statement, in **bold print**, that the failure to file a timely appeal waives the right to an appeal.

f. The length of time for which the recipient's benefits are suspended or the date of the termination of benefits, if applicable. This length of time shall be proportionate to the alleged offense committed, consistent with suspensions or terminations issued to other recipients who allegedly committed comparable offenses, and may also consider prior offenses, as appropriate.

g. The parent/guardian understands that they may request copies of eligibility paperwork from their file at any time. Proper identification will be required to ensure confidentiality.

Process for reporting fraud and abuse through the OEL Fraud Referral System and primary coalition position responsible for implementing the early learning coalition's anti-fraud activities [6M-9.400(3)(c). F.A.C.]:

The Chief Operations Officer~~Chief Operations Officer~~ serves as the Coalition administrator for the Office of Early Learning Fraud Referral System, implementing the early learning coalition's anti-fraud activities and electronic monthly reporting of recipients and providers terminated for fraud by submitting fraud referrals via the OEL Fraud Referral System, this includes the mandatory reporting of possible abuse or fraud, including the possible overpayment associated with the abuse or fraud, to the Office of Early Learning's Office of Inspector General.

Contact Information:

LaTrisha Sims, Chief Operations Officer~~Chief Operations Officer~~
Early Learning Coalition of Marion County, Inc.
2300 SW 17th Rd
Ocala, FL 34471-2006
(352) 369-2315 ext. 214 or fraud@elc-marion.org

Process for training personnel how to detect and prevent fraud, abuse, and overpayment [6M-9.400(3)(d), F.A.C.]:

1. The coalition will provide annual training to ~~all~~ staff on how to detect and prevent fraud, abuse and overpayment. Additional training will be provided as determined appropriate by the Chief Operations Officer~~Chief Operations Officer~~ and/or the Chief Executive Officer.
2. On an annual basis, the coalition will conduct a self-assessment of internal controls, policies and procedures and make any necessary changes, as appropriate.

Penalties for Suspected Fraud

Any person who commits an act of fraud is subject to the penalties provided in Section 414.39(5)(a), F.S. The parent/guardian is also eligible for suspension or termination of benefits.

First Offense Determination: Eligibility is terminated for the shorter of six months or full restitution of overpaid benefits.

Second Offense Determination: Eligibility is terminated for the longer of one year or full restitution of overpaid benefits.

Third and subsequent Determination: Eligibility is terminated for the longer of five years or restitution of overpaid benefits.

Due Process Procedures [6M-9.400(4)(a), F.A.C.]:

If the recipient believes that the conclusion of fraud was made in error, the recipient should first seek to resolve the matter by contacting the Coalition's Chief Operations Officer and providing the necessary documentation to resolve the issue. The Chief Executive Officer of the Coalition shall not be involved in the pre-appeal resolution of the issue.

If the recipient believes that the issue was not resolved by the Coalition, the recipient may file a formal written appeal for review by the Chief Executive Officer of the Coalition, using the following procedure:

1. Submit a written appeal to the Chief Executive Officer or another Executive Staff person as designated by the Coalition Board.
2. The appeal must fully describe the nature of the error the recipient believes has been made and shall contain any documentation which supports the recipient's claim.
3. The appeal shall be postmarked or emailed before the date of the intended action. The recipient who fails to file a timely appeal waives the right of appeal.
4. If the recipient files a timely appeal, he or she will not be suspended or terminated from the program until the written decision of the Chief Executive Officer or the original date of the intended action, whichever is later.
5. The Chief Executive Officer or other Executive staff person designated by the coalition board must respond to the recipient, in writing, within thirty (30) days of receiving the appeal with a decision as to the potential whether the suspension or termination will be upheld or modified.
6. The recipient who wishes to appeal the decision of the Chief Executive Officer or other Executive staff person designated by the coalition board may request further review by an appeals committee in accordance with 6M-9.400 (4)(e).
7. The request for further review by an appeals committee must be submitted to the coalition in writing within ten (10) calendar days of the date of the Chief Executive

Officer or other Executive staff person designated by the coalition's board's written response to the recipient's formal written appeal.

8. The recipient shall be given the opportunity to defend his or her position in an orderly proceeding of the appeals committee.
9. When the meeting of the appeals committee is scheduled, the recipient shall be notified of the date of the appeals committee, informed that it is a public meeting, and informed that any information presented may be used by other state agencies/partners.
10. The appeals committee shall be selected by the Chair/Acting Chair of the Coalition Board of Directors and a chair of the appeals committee shall be named.
11. The appeals committee shall be convened within forty-five (45) calendar days of receipt of the recipient's request for an appeal.
12. The recipient shall be provided up to thirty (30) minutes to present their position and any information they wish the appeals committee to consider.
13. The meeting shall take place at the Early Learning Coalition of Marion County Inc. located at 2300 SW 17th Rd, Ocala, FL 34471.
14. The coalition staff, excluding the Chief Executive Officer or other Executive staff person designated by the coalition board, shall be available to provide any information requested by the committee.
15. The appeals committee will consider all statements, review all documents and may request any additional evidence or information from the parties if an appeals committee member believes it is necessary and relevant to the decision making. The required final determination letter will be tolled for the length of time given to provide the additional information.
16. The appeals committee shall select or appoint a member of the coalition, excluding the Chief Executive Officer or other Executive staff person designated by the coalition board, to memorialize the events of appeals committee proceeding and the final determination including the basis for the decision.
17. The appellant shall be notified in writing of the appeals committee's determination within ten (10) calendar days of the date of the meeting. This letter will be delivered to the appellant via certified mail return receipt.
18. The determination of the appeals committee shall be final.
19. The due process procedures for providers will be provided for in the contract between the Coalition and the provider, pursuant to Rule 6M-4.610, F.A.C.

Any overpayments received by the Coalition will be submitted to the Chief Operations Officer or designee. All monies paid will be in the form of a money order, or cashier's check. No Cash or Credit Cards will be accepted. All payments will be forwarded to the

Chief Finance Officer or designee to begin the process for collections for overpayments. The Chief Operations Officer will notify the Office of Early Learning's Inspector General of any updates after a Suspected Fraud Referral has been submitted to the OEL Fraud Referral System.

Any repayment plans must be approved by the Chief Executive Officer or designee.

Any restitution payments of a criminal prosecution that have been ordered by the court will follow the ruling from the court regarding the restitution plan.

Section 6

ELCMC Early Learning Coalition of Marion County, Inc.

In partnership with United Way SUCCESS BY 6™

Action Sheet

EXECUTIVE COMMITTEE

June 10, 2021

SUBJECT: Personnel Policies Revision

PROPOSED ACTION

Approve revisions to the Personnel Policies.

BACKGROUND INFORMATION

On June 25, 2020, the Board of Directors unanimously approved the Personnel Policies.

Personnel Policies have been revised as indicated in the attached to be effective on July 1, 2021; if approved by the Board of Directors on June 24, 2021.

Several policies have been eliminated as suggested by *The Office of Early Learning* for implementation, to comply with today's ever-changing employment laws.

The staff is recommending the following changes to the Personnel Policies for FY 2021 – 2022:

Page 6 BACKGROUND SCREENING DURING EMPLOYMENT – 2nd Paragraph, 2nd Sentence, Strikethrough "*943.0543*" – Added "*435.04*".

Page 7 BACKGROUND SCREENING DURING EMPLOYMENT – 5th bullet point, Strikethrough "*ten (10) calendar days*" – Added "*forty-eight (48) hours*". 9th bullet point, Strikethrough "*ten (10) calendar days*" – Added "*forty-eight (48) hours*". 1st Paragraph, 2nd Sentence, Added "*However, the screening shall only include the equivalent of a level I 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.*".

Page 9 COMMUNICATION AND COMPUTER SYSTEMS SECURITY AND USAGE – 2nd Paragraph, 2nd Sentence Strikethrough "*Mail sent to an employee at the Coalition will be opened by the office and routed to the employee's department. If employees do not wish to have their correspondence handled in this manner, it should be delivered to their home."* – Added *"Employees are not permitted to have personal mail/packages delivered to the Coalition office."*

Page 11 CONSENSUAL ROMANTIC RELATIONSHIPS – 1st Paragraph, 1st Sentence, Added "all employees." - Strikethrough the rest of the paragraph, "*a management or other supervisory employee and his or her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others or, at a later date, by the staff member him/herself as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation or coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment.* 2nd Paragraph, 1st Sentence, Strikethrough "*Additionally, the Coalition discourages romantic or sexual relationships between all employees."* 3rd Paragraph, 1st Sentence, Strikethrough "*supervisory or management*" – Added "*another employee*" – Strikethrough *"a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works,".* 2nd Sentence, Strikethrough "*regarding "quid pro quo" harassment".* 3rd Sentence was deleted – *"This requirement does not apply to employees who do not work in the same department or parties who do not supervise or otherwise have management responsibilities over others.". 4th Paragraph, 1st Sentence,* Added, *"take all necessary measures, including separation of employment, to rectify the violation of this policy."*. – Strikethrough *"determine whether one or both parties need to be moved to another department. That decision will be based on which move will be least disruptive to the Coalition as a whole.".* 5th Paragraph, Strikethrough "*If it is determined that one or both parties must be moved, but no other jobs are available for either party, one or both parties may be terminated."*

Page 12 CONTAGIOUS ILLNESS / PANDEMIC – 1st Paragraph, 2nd Sentence, Added "*by Human Resources*." 2nd Paragraph, Added 4th and 5th sentence, "*Daily communication with your supervisor is required when there is no documentation in file. Three (3) consecutive days without notice, will be considered job abandonment and voluntary resignation. "*

Page 12 CYBER COMMUNICATION AND SOCIAL MEDIA USE BY EMPLOYEES – 1st Paragraph, 9th Sentence, Strikethrough "*By signing the acknowledgement to this manual, employees agree to allow the Coalition to utilize their image on its Coalition website, social media, printed material, and other public relations and advertising efforts both during and after employees' tenure with the Coalition."*.

Page 13 CYBER COMMUNICATION AND SOCIAL MEDIA USE BY EMPLOYEES – 5. Added "*employee,"*. 10. Strikethrough "*utilized for personal use"* – Added "*without IT administration approval."*. Strikethrough "*12. Employees are prohibited from posting any type of photograph of any Coalition employee without their consent.*".

Page 13 DATING AND FRATERNIZATION – Eliminated the policy.

Page 17 EMPLOYEE BENEFITS – 1st Paragraph, 3rd Sentence – Added "*Full-time*" – Strikethrough "*Short-term*".

Page 18 EMPLOYEE BENEFITS – Personal Leave Time (PLT) – 1st Paragraph, 4th Sentence, Strikethrough "*Full time employees, who have successfully completed their ninety (90) day probation period, are awarded at the beginning of each fiscal year. 0 – 6 months; 0 hours*".

Page 19 EMPLOYEE BENEFITS – Personal Leave Time (PLT) – 1st and 2nd Paragraph, Strikethrough "*Employees may not take PLT time that has not yet been earned. PLT awarded at the beginning of the fiscal year will be based on the length of service of the employee at the anniversary date to occur during said fiscal year. If your seven month and one-year anniversary date fall within the same fiscal year you will be eligible for only forty (40) hours during said fiscal year. See the start date examples provided below:*

Start Date	*10/1/2015*	*Eligible 0 Hours*	
7 Months	*04/1/2016*	*Eligible 40 Hours*	*Prorated 4/1/2016 - 6/30/2016*
1 Yr. Anniversary during New FY	*07/1/2016*	*Eligible 120 Hours*	*Prorated 7/1/2016 - 6/30/2017*
2 Yr. Anniversary during New FY	*07/1/2017*	*Eligible 120 Hours*	*Prorated 7/1/2017 - 6/30/2018*
3 Yr. Anniversary during New FY	*07/1/2018*	*Eligible 120 Hours*	*Prorated 7/1/2018 - 6/30/2019*
4 Yr. Anniversary during New FY	*07/1/2019*	*Eligible 120 Hours*	*Prorated 7/1/2019 - 6/30/2020*
5 Yr. Anniversary during New FY	*07/1/2020*	*Eligible 160 Hours*	*Prorated 7/1/2020 - 6/30/2021*
Start Date	*03/1/2016*	*Eligible 0 Hours*	
7 Months	*09/1/2016*	*Eligible 40 Hours*	*Prorated 9/1/2016 - 6/30/2017*
1 Yr. Anniversary during New FY	*07/1/2016*	*Eligible 0 Hours*	
2 Yr. Anniversary during New FY	*07/1/2017*	*Eligible 120 Hours*	*Prorated 7/1/2017 - 6/30/2018*
3 Yr. Anniversary during New FY	*07/1/2018*	*Eligible 120 Hours*	*Prorated 7/1/2018 - 6/30/2019*
4 Yr. Anniversary during New FY	*07/1/2019*	*Eligible 120 Hours*	*Prorated 7/1/2019 - 6/30/2020*
5 Yr. Anniversary during New FY	*07/1/2020*	*Eligible 160 Hours*	*Prorated 7/1/2020 - 6/30/2021*

Page 19 EMPLOYEE BENEFITS – Personal Leave Time (PLT) – Graph, Accrual per Pay Period was detailed. 5th Paragraph was added *"Beginning January 1, 2022, PLT cannot be used until it is accrued. Pay in lieu of vacation time is not permitted. Any unused PLT hours from July 1, 2021 – December 31, 2021 will be carried over to January 1, 2022 and the above will be in effect."*. 6th Paragraph was added "*For the period of time from July 1, 2021 – December 31, 2021 fifty percent (50%) of an employee's annual PLT will be awarded based on the previous policy in order to ensure the change in this policy does not negatively impact previously planned time off for any employee. In addition, any PLT hours, up to a maximum of 40 hours (as detailed in previous policy) will be added to the earned fifty percent (50%) of an employee's annual PLT as of July 1, 2021. This paragraph becomes null and void January 1, 2022.".*

Page 20 EMPLOYEE BENEFITS – Personal Leave Time (PLT) – 1st Paragraph, 1st Sentence, Strikethrough "*fiscal*" – Added "*anniversary*". 2nd Sentence, Added "*exceed*" – Strikethrough "*forty (40)*" – Added "*eighty (80)*". 3rd Sentence, Added "*Any remaining, unused PLT will be forfeited at the end of each anniversary year.*". – 2nd Paragraph, 2nd Sentence, Strikethrough "*fiscal*" – Added "*anniversary*". 3rd Paragraph, 1st Sentence, Added "*From July 1, 2021 until December 31, 2021*". 3rd Sentence, Strikethrough "*before December 31st of each fiscal year*" – Added "*seven (7) months after employment anniversary date*". 4th Sentence, Strikethrough "*(example: 120 hours plus 80 carry over hours = up to 100 hours can be used by December 31st).and the remaining 100 hours by June 30th).".* 4th Paragraph, 2nd Sentence, Strikethrough "*are not required to use leave benefits for absences less than four consecutive hours in duration"* – Added "*cannot work four (4) hours and claim a full day of work (if time is not adjusted), PLT have to be used.".*

Page 22 EMPLOYEE BENEFITS – Holidays – Strikethrough "*Christmas Eve*" – Added "*Floating*". 1st Sentence, Added "*A floating paid holiday will be awarded each fiscal year. It must be used between July 1st through June 30th or it will be lost*.". 2nd Paragraph, 2nd Sentence, Strikethrough "*in lieu of an approved holiday*".

Page 22 EMPLOYEE BENEFITS – PLT Pay Out Option – Per OEL guidance, the policy has been eliminated.

Page 28 ETHICS – Conflict of Interest – 2nd Paragraph, 2nd Sentence, Added "*Refer to Conflict of Interest Policy in Fiscal Manual FA140 for more information*".

Page 31 NEPOTISM – 1ST Sentence, Strikethrough "*in which one such employee has supervisory or managerial authority including hiring, promotion, salary, performance evaluations and other staffing decisions."*.

Page 33 PERFORMANCE EVALUATIONS – 2nd Paragraph, 2nd Sentence, Added "*Internship positions will be evaluated on an annual basis only."*. 3rd Sentence, Added "*approved*". 5th Paragraph, 1st Sentence, Added "*six (6)"* Strikethrough "*four (4)" "the end of the fiscal year"* Added *"their anniversary date".* 2nd Sentence, Strikethrough "*during the month of July as the employee will have just completed their probationary period and will have received an evaluation and potential salary increase for performance based on their initial ninety (90) calendar day's employment with the Coalition.*".

Page 33 PERFORMANCE EVALUATIONS – CHIEF EXECUTIVE OFFICER EVALUATION PROCESS – Strikethrough "*a team"* – Added "the Executive Committee". 2nd Sentence, Strikethrough "*This team shall include members chosen by the Chair*".

Page 34 RESIGNATION – 2nd Paragraph, 1st Sentence, Strikethrough "or" – Added "and". 2nd Sentence, Added "*the position of Chief Executive Officer is a minimum of three months.*" 3rd Sentence, Added "*The length of acceptable notice for others in a supervisory position is a minimum of*" – Strikethrough "these positions is".

Page 37 SOCIAL MEDIA – Eliminated the policy as it was combined with Cyber Communication.

To be presented at the Full Board meeting: June 24, 2021

Supporting Documentation Included:

- Draft Personnel Policies

In partnership with

EARLY LEARNING COALITION OF MARION COUNTY, INC.

PERSONNEL POLICIES

Effective: July 1, 2020

Adopted by Board of Directors:

Robert Colen revised and approved by Board on ~~**June 25, 2020**~~ **June 24, 2021**
Chairman Date

ELCMC Early Learning Coalition of Marion County, Inc.

In partnership with United Way SUCCESS BY 6™

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PERSONNEL POLICIES

EARLY LEARNING COALITION OF MARION COUNTY, INC.

GENERAL STATEMENTS

Early Learning Coalition of Marion County, Inc. hereinafter sometimes referred to as the Coalition is an equal opportunity employer. Early Learning Coalition of Marion County, Inc. certifies compliance with applicable Federal Labor laws including, but not limited to, non-discrimination by reason of race, color, sex, religion, national origin, handicap, political opinions or affiliation, age (except as provided by law), marital status, relating to recruitment, retention, examination, appointment, training, promotion, demotion, compensation, discipline, separation or any other employment practice, pursuant to Title VII of the Civil Rights Act of 1964 as amended by The Civil Rights Act of 1991 and Lily Ledbetter Fair Pay Act of 2009.

The Board of Directors of the Early Learning Coalition of Marion County is responsible for setting the policies of this Organization. The Board employs the Chief Executive Officer, to whom it delegates responsibility for the day-to-day administration of the Organization, including decisions concerning the hiring, firing, and disciplining of employees. Employees of Early Learning Coalition of Marion County have the right to appeal decisions made by the Chief Executive Officer as provided in this manual.

No policy or provision in this manual is intended to create a contract binding the employee or employer to an agreement of employment for a specific period of time. Employment may be terminated by either the employee or employer at any time, for any reason, with or without notice. No representative or agent of the employer, other than the Chief Executive Officer, for positions approved by the Board of Directors may authorize or sign an employment agreement contrary to the above terms or otherwise make any binding offer of employment for a specific term.

Media contact regarding business of Early Learning Coalition of Marion County by an employee, other than the Chief Executive Officer, is prohibited, unless authorized by the Chief Executive Officer or Board Chair.

Early Learning Coalition of Marion County reserves the right to add, change, modify or eliminate policies and procedures contained in this manual, as it deems necessary.

ABUSE REPORTING

POLICY

All staff members at the Coalition are obligated under Florida law (F.S. 415 and Chapters 39 and 984) to report any information regarding physical abuse, sexual abuse, emotional abuse, neglect, exploitation abuse of a child, disabled adult, or aged person to the State Abuse Registry immediately. The Abuse Registry toll free telephone number is: 1-800-96-ABUSE.

AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY / NON-DISCRIMINATION STATEMENTS

POLICY

The Coalition is committed to providing equal employment opportunity to all persons without regard to race, color, sex, religion, national origin, disability, pregnancy, military status, political opinions or affiliation, age (except as provided by law), marital status, citizenship status, or veteran status, except where required or permitted by law. The Coalition is committed to equal opportunity for all applicants and employees in personnel matters including recruitment and hiring, benefits, training, promotion, transfer and layoff or termination. We strive for a team that reflects diversity. The Coalition complies with Federal and State equal employment opportunity laws and strives to keep the workplace free from all forms of harassment.

To ensure the Coalition is in compliance with State and Federal employment laws, the following steps, not inclusive, are adhered to:

1. Ensuring that the Coalition policy regarding equal employment opportunity is communicated to all employees.
2. Ensuring that hiring, promotion and salary administration practices are fair and consistent with the policy of the Coalition.
3. Employing only United States citizens and legal resident aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.
4. Making reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship in the Coalition carrying out its responsibilities.

The Coalition's culture seeks to be inclusive and permit all employees to participate in any and all social gatherings that occur within the workplace. Events such as birthday parties, retirement celebrations, and other like events represent opportunities to fellowship and further develop the culture of the Coalition.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of the Chief Executive Officer in writing. Any reported violations of this policy will be investigated as confidentially as possible. Employees may raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

ANNOUNCEMENT OF NEW/VACANT POSITIONS

POLICY

The Coalition will announce all new/vacant full-time positions for three (3) business days within the Coalition and partners as determined appropriate by the Chief Executive Officer prior to any outside recruitment.

All present employees are encouraged to review the requirements for each position and apply for those positions in which they are interested and qualified.

If no qualified/interested applicants for a position(s) apply from within the Coalition or from a community partner within three (3) business days, the Administrative Services / HR Director will make the decision as to how to advertise the position(s) to the public.

The Administrative Services / HR Director will assist the hiring supervisor with the appropriate procedures for moving forward with filling the vacancy(ies), as best meets the needs of the Coalition.

RESUME RETENTION

POLICY

All resumes received for solicited or unsolicited job openings will be kept on file by the Coalition in an active file for a period of one (1) year from the date they are received by the Coalition. Pursuant to Chapter 119, Florida Statutes, resumes are subject to public review; therefore, job candidates shall be notified that their applications/resumes are public record.

Additional information on Records Management may be found in the Coalition's Fiscal Policies and Procedures manual.

BACKGROUND SCREENING DURING EMPLOYMENT

POLICY

The Coalition must be able to employ individuals that are trustworthy and able to properly interact with key organizational partners. Employees agree, by signing the acknowledgment provisions verifying agreement to this manual, that the Coalition may conduct occasional criminal, employment, driving and educational backgrounds on employees as it deems necessary to conduct its operation in a legal manner. The Coalition reserves the right to take any and all action it deems necessary to act upon the results of such ongoing screening.

The Coalition shall register with the Florida Department of Law Enforcement (FDLE). All employees that work with the Coalition will be screened in a manner consistent with s.~~943.0542~~ 435.04, F.S. The Coalition shall also ensure that background screenings of subcontractors are completed prior to providing services. The Coalition shall obtain the following documentation for new employees prior to their first day of employment. For monitoring and audit purposes, the Coalition shall maintain on file verification of all Coalition personnel and any sub-recipient or contractor's personnel, if applicable, and unless excluded as described below, assigned to work for the Coalition-

- Documentation that the individual complies with the background screening standards set forth in s.435.04, F.S.
- The highest level of education claimed if the position requires.
- All applicable professional licenses claimed if the position requires
- Applicable employment history if the position requires.

- To be in compliance, employee background screenings must be from no earlier than five (5) years before the employees' ELC employment date.
- The Coalition shall update the background screening every five (5) years on or before the anniversary date of the prior background screening check and thereafter if the individual continues working for the Coalition.
- The Coalition shall repeat the background screening if there is a ninety (90) day lapse in employment from work. The Coalition will rescreen the individual before assigning the individual for employment.
- The Coalition shall arrange for and pay all the costs for employee background screenings.
- The Coalition shall require each employee it assigns to notify the Coalition within ~~ten (10) calendar days~~ forty-eight (48) hours of being arrested for any criminal offense.
    - The Coalition shall review the alleged offense within forty-eight (48) hours of notification, determine if the offense is one that would exclude the employee under a Level II screening and, if so, remove the employee from work. If the forty-eight (48) hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day.
    - The Coalition shall not allow the employee to return to work until the employee has been cleared of all charges that would exclude the employee under a Level II background screening.
- The Coalition board members and volunteers who interact with children on an intermittent basis for less than ten (10) hours per month are not required to be background screened as long as the person who meets the background screening requirements of the OEL grant agreement has the board member or volunteer in his or her line of sight during any interaction with children. Background screening costs for board members and volunteers are allowable ELC expenditures.
- Require each sub recipient or contractor it assigns to contract with the Coalition to notify the Coalition within ~~ten (10) calendar days~~ forty-eight (48) hours of an employee being arrested or removed from working on a contract for a criminal offense.
    - Review the alleged offense within forty-eight (48) hours, determine if the offense is one that would exclude the employee under a Level II screening and, if so, remove the employee from work on the contract. If the forty-eight (48) hour period falls on a Saturday, Sunday, or Federal holiday, the determination shall occur the next business day.
    - Not permit the employee to return to work on the contract until cleared of all charges that would exclude the employee under a Level II background screening.

Any sub-recipient, contractor or subcontractor who does not meet the definition of "Qualified Entity" but who has staff that will perform duties under contract with the Coalition and who is permitted access to a child care location while children are present, or who will have access to confidential information about the children in care or their family, shall comply with all of the above. However, the screening shall only include the equivalent of a level I 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.

Any contractor or subcontractor who does not meet the definition of "Qualified Entity" and has staff that will perform duties under the contract with the Coalition 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 that child's family is not required to submit its employees to a background screening.

Written policies may exclude reference to subrecipient, contractor or subcontractor if not applicable. However, if the Coalition contracts with a subrecipient, contractor or subcontractor during the term of this agreement then the policies should be updated to include reference.

COMMUNICATION AND COMPUTER SYSTEMS SECURITY AND USAGE

POLICY

I. Policy Overview

This policy contains guidelines for the use, access, and disclosure of communications (including, among other things, telephone, mail, e-mail, voice mail, desk and mobile computing devices, faxes or facsimiles, internet, and intranet) sent or received by employees using any Coalition provided Communication or Computer Systems ("Systems"). The Coalition reserves the right to limit or prohibit employee use of electronic communications when necessary, to ensure organizational production or to discipline employees for performance related reasons.

II. Confidentiality and Acceptable Systems Usage

The Coalition's Systems are intended for Coalition business only. All information transmitted or stored in Coalition Systems (e.g., customer lists, documents relating to policies and procedures) is the sole and exclusive property of the Coalition. Such information may not be disclosed to any person outside of the Coalition nor may any such information be removed from our premises without the express permission of the Chief Executive Officer. Employees are strictly prohibited from accessing, reading and copying data or information stored in the Systems and from accessing, reading and copying communications not directed to them without prior authorization.

The Coalition may monitor employee use of computers and email for any and all legitimate management purposes. Such purposes include the assurance of employee production, the prevention of illegal harassment and other unethical behaviors, and all other reasons necessary to best ensure that the mission of the Coalition is met. Employees should not expect any privacy when using Coalition computers or email. All systems messages are Coalition records. The contents of the Coalition systems may be disclosed to the Coalition without your permission. Therefore, employees should not assume that messages and communications are confidential.

III. Personal Use of the Coalition's Communication and Computer Systems

A. General Usage

Because personal communications can be accessed without prior notice, employees should not use Coalition Systems to transmit any messages, or to access any information, which they would not want a third party to see. Although incidental and occasional personal use of the Systems is permitted, any such personal use will be treated the same as all other communications under this Policy. However, employees are at all times strictly prohibited from accessing or downloading information from the internet for personal use.

B. Telephone Usage

The telephone systems (including voice mail) at the Coalition are the property of the Coalition and are provided for business purposes. The Coalition may periodically monitor the usage of the telephone systems to ensure compliance with this policy. Therefore, employees should not consider their conversations on the Coalition's telephone systems to be private.

C. Personal Mail

All mail which is delivered to the Coalition is presumed to be related to Coalition business. ~~Mail sent to an employee at the Coalition will be opened by the office and routed to the employee's department. If employees do not wish to have their correspondence handled in this manner, it should be delivered to their home.~~ Employees are not permitted to have personal mail/packages delivered to the Coalition office.

IV. Software, Personal Disks, and Networking

Computer software, whether purchased, developed, or modified by the Coalition, may not be downloaded, copied, reproduced, altered or appropriated by employees without prior Coalition authorization. Any such computer software is the property of the Coalition and may not be copied or appropriated by employees for *personal* use during employment with the Coalition or upon separation. Employees should be aware that the illegal duplication of computer software may result in the filing of criminal copyright charges by the owners of the copyrights; copyright infringement is punishable by fines and/or imprisonment.

The Coalition does not condone the use of "bootleg" or "pirate" software on its computer system. The use of such software is grounds for discipline, up to and including immediate termination. Any employee who becomes aware of the presence of any "bootleg" or "pirate" software on the Coalition's computer system should notify a supervisor immediately.

The use of personal media devices or software in the Coalition's computer system without prior authorization is strictly prohibited. Employees are further prohibited from accessing the Coalition's Systems from remote locations via modem and from connecting Coalition Systems to outside systems via modem without prior authorization from the Chief Executive Officer. If remote access is needed, the IT Security Group will provide a *Remote Access Authorization Form* for the signature and approval of the Chief Executive Officer.

Depending on an employee's position, employment category, workload, travel requirements or other determining factors, remote access to email and computer network files will be determined by the Chief Executive Officer. Affected staff members will be trained on those procedures as appropriate.

The IT Security Group will function as the responsible staff member for information technology and management of the Coalition computer network, as well as hardware and software issues. The IT Security Group will act as the point of contact with the Coalition's independent contractor and supplier of technology products.

The Coalition utilizes a contractor for server colocation and information technology (IT) services.

CONFIDENTIALITY OF INFORMATION

POLICY

To protect the rights of the employees, clients, community members, and volunteers/intern's confidential information will be privileged communication and will be respected with regard to confidentiality by complying with Florida Statutes, with respect to confidentiality of records. This includes but is not limited to financial records, employee and customer records, telephone numbers, email addresses, files, referral or mailing lists, credit card numbers and similar information, whether in paper form, in computers or otherwise. The Coalition complies with all applicable laws regarding confidentiality and privacy protections including but not limited to, laws and regulation governing information. All information compiled during Coalition business including, but not limited to, data entered into databases or during monitoring, shall be used solely by employees in the performance of their job duties and shall not be used in any other manner. Employees shall not without the prior written consent of the Coalition use, disclose, divulge, or publish to others any such confidential information acquired in the course of their employment. Such confidential information is the exclusive property of the Coalition and under no circumstances whatsoever shall employees have any rights to use, disclose or publish to others such confidential information subsequent to the termination of their employment. Confidential information shall not be disclosed except to the following persons, officials and agencies in the performance of their official duties:

- Employees/agents of the Department of Children & Families
- Law enforcement agencies
- Office of the State Attorney
- Authorized personnel of the court
- Parents/Caregivers
- Office of Early Learning
- Department of Financial Services
- Others as determined appropriate by the Chief Executive Officer in compliance with Florida Statutes or other regulations

No information is to be disclosed without the prior knowledge and approval of the Chief Executive Officer.

In addition, files from the Coalition may not be removed from the office without the prior knowledge and consent of the Chief Executive Officer.

The Coalition also requires that all service providers, contractors, vendors, volunteers or others working for or with the Coalition in any capacity comply with this policy. Violation of this policy will result in disciplinary action, up to and including immediate termination of employment, prosecution, or any other necessary action.

Upon termination of employment, employees must deliver to the Coalition any and all confidential information whether stored electronically or as a document, including but not limited to all copies of such documents prepared or produced in connection with their employment with the Coalition that pertain to Coalition business or the employee's services, whether made or compiled by the employee or furnished to the employee in connection with such services to the Coalition. In addition, at termination, employees must return to the Coalition all non-confidential property, documents, or electronic information.

This policy does not limit the common law and statutory rights of the Coalition.

CONSENSUAL ROMANTIC RELATIONSHIPS

POLICY

The Coalition prohibits romantic or sexual relationships between all employees. ~~a management or other supervisory employee and his or her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others or, at a later date, by the staff member him/herself as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation or coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment.~~

~~Additionally, the Coalition discourages romantic or sexual relationships between all employees.~~ Such relationships can complicate working associations with other employees, limit an employee's eligibility for transfer or promotion and personal conflicts from outside the work environment can be carried over into day-to-day working relationships. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

If any ~~supervisory or management~~ employee enters into a consensual relationship that is romantic or sexual in nature with another employee ~~a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works~~, the parties must notify their Officer/Director. Although the parties may feel that what they do during non-working hours is their business and not the business of the Coalition, because of potential issues ~~regarding "quid pro quo" harassment~~, this is a mandatory requirement. ~~This requirement does not apply to employees who do not work in the same department or parties who do not supervise or otherwise have management responsibilities over others.~~

Once the relationship is made known to the Coalition, the Coalition will review the situation in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will take all necessary measures, including separation of employment, to rectify the violation of this policy. ~~determine whether one or both parties need to be moved to another department. That decision will be based on which move will be least disruptive to the Coalition as a whole.~~

~~If it is determined that one or both parties must be moved, but no other jobs are available for either party, one or both parties may be terminated.~~

This policy applies to all employees without regard to the gender of the individuals involved.

CONTAGIOUS ILLNESS / PANDEMIC

POLICY

The Coalition owes an obligation to the entire workforce to prohibit employees who have a serious infectious condition, illness, pandemic or injury from working until such time that an infected employee is able to

produce written verification from a licensed physician that the condition is no longer contagious. The Coalition shall work with immense diligence to protect the private health information of the infected employee; however, all employees must also recognize the need to alert other employees of infectious conditions that may have impacted others, particularly those with sensitive medical conditions including pregnancy, immune deficiency of compromised conditions, etc. Records of employee medical examinations shall be kept in a separate confidential file by Human Resources.

Employees with contagious conditions that may pose health risks to others agree that they will report such conditions to Human Resources for appropriate guidance and management immediately upon learning of the condition. An employee who reports for duty with a suspected infectious condition shall be sent home and referred to their personal physician for further evaluation. Following the medical evaluation, the employee may return to work with a physician's statement that indicates the employee is free of an infectious condition. Daily communication with your supervisor is required when there is no documentation in file. Three (3) consecutive days without notice, will be considered job abandonment and voluntary resignation.

When reporting for duty after recovering from an infectious condition, the employee shall present the physician's statement to Human Resources that states the employee is free of the infectious condition before being allowed to return to work. No employee shall return to work who has a temperature elevation, draining skin lesions, a communicable rash, or an active communicable disease. Such employees may pose a direct threat to the health and safety of the other employees and our customers.

CYBER COMMUNICATION AND SOCIAL MEDIA USE BY EMPLOYEES

POLICY

We recognize that employees will use social media and other cyber communications as a growing way to connect with others. As an initial point, the same principles and guidelines that apply to your activities as an employee in general, as found throughout our Policies and Procedures and your job description, apply to your activities online. This includes any form of electronic communication, including but not limited to online publishing and discussion, including blogs, wikis, file sharing, user-generated video and audio, virtual worlds, and social networks whether or not associated or affiliated with the Coalition. The Coalition trusts and expects employees to exercise personal responsibility whenever they participate in social media. This includes not violating the trust of those with whom they are engaging. We expect that employees utilizing social media will recognize and follow the guidelines included within this policy. You are solely responsible for what you post online. Any of your conduct that adversely affects members, customers, clients, suppliers, employees, or our business interest will result in disciplinary action, up to and including termination. ~~By signing the acknowledgement to this manual, employees agree to allow the Coalition to utilize their image on its Coalition website, social media, printed material, and other public relations and advertising efforts both during and after employees' tenure with the Coalition.~~

Please abide by the following expectations:

1. Respect all confidential and proprietary information that you possess as a result of your relationship with the Coalition. Secure written permission to publish or report on conversations that are meant to be private or internal to the Coalition. Examples of confidential information include, but are not

limited to, client information, confidential academic information, proprietary data, development of systems, products, processes and/or technology, internal policies and memorandums, and all proposed and executed Coalition strategies. Do not post internal reports, policies, procedures, or other internal business-related communications.

2. When posting about your work at the Coalition, use your real name, identify that you work for the Coalition and the position that you hold. Be aware of your association with the Coalition in online social networks. If you identify yourself as an employee of the Coalition, ensure your profile and related content is consistent with how you wish to present yourself with colleagues and clients.
3. Anytime you publish content on an external website/social media regarding anything to do with work you do, or any subjects associated with the Coalition; use the following disclaimer: *"The postings on this site are my own and don't necessarily represent the Coalition's position, strategies or opinions."*
4. Respect your audience. Don't use slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in our workplace. You should also show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory.
5. Employees are prohibited from posting any type of photograph of any Coalition client, parent, family member, employee, or volunteer on any and all social networking sites without the express written approval of the Coalition.
6. Do not create a link from blog, website, or other social posting to a Coalition website.
7. The Coalition respects its employees' interest and willingness to convey group complaints regarding existing working conditions. While it wholly respects employees' right to discuss such concerns utilizing social media, it encourages any such concerns to be brought to the Coalition administration.
8. When the Coalition wishes to communicate publicly as an Organization – whether to the community or to the general public – it has well established means to do so. Only those designated by the Coalition have the authorization to speak on behalf of the Coalition.
9. Refrain from using social media while on work time or on equipment we provide, unless it is work related and authorized by your supervisor and consistent with the Coalition equipment policy.
10. Do not use your Coalition email address to register on social networks, blogs or other online tools ~~utilized for personal use~~ without IT administration approval.
11. Vulgar, obscene, threatening, intimidating, harassing, discriminatory, or unlawful behaviors on social media sites will result in an employee's immediate termination.
12. ~~Employees are prohibited from posting any type of photograph of any Coalition employee without their consent.~~
13. The Coalition applies the same expectations noted above to all family members of employees and reserves the right to act toward the employee for the family member's inappropriate social media behavior.

~~DATING AND FRATERNIZATION~~

~~POLICY~~

~~Non-supervisory employees are permitted to date, develop friendships, and form other consensual personal relationships with one another as long as such relationships do not impact their ability to perform at an exceptional level while at work. However, any such relationship that adversely affects the Coalition's spirit of teamwork, productivity, or overall cohesion will be addressed through corrective or disciplinary action.~~

~~Moreover, any unprofessional workplace behavior that occurs because of personal relationships will not be tolerated and will be addressed accordingly. In contrast, management will not be permitted to engage in dating, sexual, or other intimate personal relationships with employees. Actual perceived favoritism, misuse of authority, and unprofessional behavior may result from such relationships. Any such relationships should be promptly reported to the Administrative Services / HR Director for appropriate management. Nothing in this policy is intended to infringe upon employees' rights to engage in protected concerted activity.~~

DISCIPLINE AND TERMINATION

POLICY

To ensure all employees are treated fairly, equitably and without prejudice in evaluating work performance. It is the Chief Executive Officer's responsibility to ensure Personnel Procedures and rules are observed by all employees. When an employee is unable or unwilling to comply with established standards of performance or conduct, the Chief Executive Officer will take prompt, consistent and impartial corrective action. The Chief Executive Officer retains the right to suspend any disciplinary action which may be taken with such issues:

Absenteeism and Tardiness - It is difficult to properly serve customers when an employee does not report to work as scheduled. It also creates an unnecessary burden on fellow employees. Therefore, we cannot tolerate three (3) or more unscheduled PLT, absenteeism, or tardiness within ninety (90) days.

Conflict of Interest - It is the Coalition policy to not tolerate employees dealing in any other business which competes with the Coalition. If an employee thinks that there is a possibility that he/she may have a conflict in this regard, it is his/her responsibility to notify the Chief Finance Officer or Administrative Services / HR Director to complete or update Conflict of Interest Disclosure Statement (for the full policy, refer to Fiscal Policy, #FA140).

Damage to Property - Deliberate or careless damage to the Coalition's property will not be tolerated.

Fighting, Threats, and Weapons - The Coalition will not allow fighting or threatening words or conduct. Possession of weapons of any kind on Coalition premises is prohibited.

Fraud, Dishonesty and False Statements - Falsification of any application, medical history record, invoice, paperwork, time record, or any other document is strictly prohibited. If an employee observes any such violations, he/she should report them to a supervisor or the Chief Executive Officer immediately.

Harassment - This Coalition strictly prohibits all forms of harassment. Please review the *No Harassment Policy* in this manual.

Insubordination - We expect every employee to follow the instructions of supervisors and other management. Failure to do so constitutes insubordination.

Misuse of Property - The Coalition policy prohibits the misuse of the equipment, or other property of customers, vendors, other employees or the Coalition.

Performance - Every employee is expected to make every effort to learn his or her job and to perform that job at a satisfactory level.

Sleeping and Inattention - Every employee is to be fully alert while on the job to ensure the safety of all employees and to properly serve our customers. Sleeping or inattention on the job is not acceptable.

Substance Abuse - Substance abuse is not tolerated at the Coalition. Our Drug and Alcohol Policy set forth in detail herein *(Drug Free Workplace*) explains the policy regarding alcohol and drug use as well as the use of other intoxicants and mind-altering substances.

Theft - Theft in any form is not tolerated. To protect employees, customers and the Coalition, the Coalition reserves the right to inspect all desks, purses, briefcases, packages, vehicles and any other personal property which is brought onto Coalition property. If an employee wishes to remove any Coalition property - including scrap - from the premises, written permission, as appropriate must be obtained, in advance from a supervisor.

Unlawful Activity - No employee may engage in any unlawful activity either on or off the job as this can adversely affect the Coalition's reputation.

Violation of any of these policies will lead to discipline, up to and including immediate termination. This list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including immediate termination. Any questions about these basics, or what the Coalition expects of our employees, should be discussed with the employee's supervisor.

DRESS CODE

POLICY

It is the intent of the Coalition to exhibit both a professional environment and a professionally attired staff.

Personal neatness, proper dress and behavior by all personnel inspire trust and confidence in the Coalition's ability to perform quality services.

Behavior and dress code procedures shall apply to all staff members and volunteers/interns. Dress, grooming, and personal hygiene must be appropriate to the work situation to comply with any safety regulations policies or concerns that may arise. Colored hair shall be kept in natural tones. Standards contribute to the morale of all employees and affect the business image the Coalition presents to the community.

DRUG FREE WORKPLACE

POLICY

The Coalition is obligated to maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988. Pursuant to the Drug-Free Workplace Act of 1988: 2 CFR part 182 – Drug-Free Workplace Act Common Rule.

The Coalition will not tolerate alcohol abuse or the use of other intoxicants and mind-altering substances, including illegal drugs. By virtue of employment with the Coalition, employees may be required to submit to drug screens, blood alcohol tests, breathalyzer tests and medical examinations under the following circumstances: a) when an employee is hired; b) when an employee is suspected of working or reporting to work with intoxicants or mind-altering substances in his or her system; c) when an employee suffers an on-the-job injury or is involved in an accident while at work; d) when an employee returns to work after a leave of absence of two weeks or more; or e) on a periodic or random basis. The presence of 0.084% alcohol or the presence of any other intoxicants or mind-altering substances in the body is a violation of this policy. Refusal of an employee to undergo testing or to cooperate fully with any of these tests is also a violation of this policy.

The Coalition will provide to each employee a statement that the Coalition prohibits unlawful manufacturing, distributing, dispensing, possessing, or using a controlled substance or other mind-altering substances on Coalition property.

All applicants for employment will be required to sign the Consent to Pre-Employment Drug Testing form and submit to and pass a drug test in order to be considered for employment.

All employees are required to sign the Consent for Random Drug Testing form. Random testing may be done at any time the Coalition deems fit. In the event of an on-the-job accident, the injured employee will be required to submit to a drug test. If he/she refuses to submit to the test or the test is confirmed positive, he/she may be terminated. Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations or as deemed necessary by the Coalition.

All information, interviews, reports, statements, memoranda and drug test results, written or otherwise received by the Coalition as part of this drug testing program are confidential communications. Unless authorized by state laws, rules or regulations, the Coalition will not release such information without a written consent form signed voluntarily by the person tested.

We will establish an ongoing drug-free awareness program. These steps may include but are not limited to, the following:

1. Informing employees, the dangers of drug abuse in the workplace.
2. Ensuring the policy of maintaining a Drug Free Workplace.
3. Create awareness on any available drug counseling, rehabilitation and employee assistance programs.
4. Enforcing penalties imposed upon employees for drug abuse violations occurring in the workplace.

This policy does not prohibit the proper use of medication under the direction of a physician. However, the misuse or abuse of such drugs is prohibited. Employees taking prescription or nonprescription drugs which could affect their ability to perform their job in a safe and efficient manner must notify their immediate supervisor of this fact when they report to work.

As a condition of employment, the employee will-
-Abide by the terms of the statement provided for a drug-free workplace.
-Notify the Coalition in writing, of his or her conviction for violating a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

OEL will be notified in writing within ten (10) calendar days of receiving notice from an employee of the

employee's conviction of a violation of a criminal drug statute in the workplace or otherwise receiving actual notice of such conviction.

The Coalition will also provide notice, including position title, to:

Division of Grants Managements and Oversight
Office of Management and Acquisition
U.S. Department of Health and Human Services
Room 517-D
200 Independence Avenue SW
Washington, DC 20201

(Notice shall include the identification number (s) of each affected grant).
Within thirty (30) calendar days of receiving notice of an employee violating a criminal drug statute occurring in the workplace that has been convicted the following actions will take place:
- The appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
- Each employee will be required to participate satisfactorily in a drug abuse assistance or rehabilitation program that a federal, state or local, health, law enforcement or other appropriate agency approved for such purposes.

Violation of any aspect of the Coalition's Drug Free Workplace policy will result in discipline up to and including immediate termination.

EMPLOYEE BENEFITS

POLICY

Eligible employees (full-time permanent, including grant funded positions) of the Coalition are provided a wide range of benefits. A full-time, permanent employee is one who is hired to work a minimum of thirty-five (35) hours a week. A workweek begins on Monday and ends on Sunday. Full-time ~~Short-term~~ internship positions are not eligible for receiving Coalition benefits with the exception of holiday pay.

Medical Insurance

Full time employees have the option to be covered under the Coalition's group medical insurance partially paid for by the Coalition (as funding permits) following their ninety (90) calendar days of full-time employment; Coverage will become effective the 91st day from the date of hire. Medical coverage for dependents may be purchased by the employee through payroll deduction.

COBRA

COBRA gives employees who are no longer employed with the Coalition and are no longer eligible to receive health benefits, the right to purchase group health coverage provided by the plan, under certain circumstances, for themselves or their families with medical care.

Life Insurance

Full time employees will be covered under the Coalition's group life insurance paid for by the Coalition (as funding permits) beginning the first of the month following ninety (90) calendar days of full-time employment.

Dental Insurance
Full time employees will be covered under the Coalition's group dental insurance paid for by the Coalition (as funding permits) beginning the first of the month following ninety (90) calendar days of full-time employment. Dental coverage for dependents may be purchased by the employee through payroll deduction.

Short Term Disability Insurance
Full time employees will be covered under the Coalition's group short term disability insurance policy paid for by the Coalition (as funding permits) beginning the first of the month following ninety (90) calendar days of full-time employment. This insurance program is designed to provide income for the employee when absent from work for more than ten (10) workdays due to non-occupational illness/injury or pregnancy-related disability. PLT cannot be paid during this time.

Long Term Disability Insurance
Full time employees will be covered under the Coalition's group long term disability insurance policy paid for by the Coalition (as funding permits) beginning the first of the month following ninety (90) calendar days of full-time employment. This insurance program is designed to provide income for the employee when absent from work for more than eleven (11) weeks. PLT cannot be paid during this time.

Retirement Fund
Upon successful (defined as receiving at least "satisfactory" on the probationary evaluation completed after being employed with the Coalition for a period of ninety (90) days) completion of six (6) months of full time employment, employees are eligible to receive up to a 7% (determined by the Board of Directors on an annual basis, based on available funding) Coalition contribution to a 403(b) Plan based on all wages earned. Employees become vested at the rate of 20% per year of employment beginning at the anniversary of their first year of employment with the Coalition, for a total of 100% upon completion of five (5) years of full-time employment. Eligible employees may contribute a percentage of their salary towards their 403(b) Plan. Information must be provided to Chief Finance Officer in writing detailing amount to be contributed and start date.

Voluntary Coverages
Supplementary insurance coverages may be purchased by the full-time employee from supplemental insurance coverage companies (i.e., Colonial, AFLAC, etc.) through payroll deduction upon completion of 90-day probation period.

Personal Leave Time (PLT)
PLT provides employees with time off with pay in order to maintain their health, morale and efficiency. This leave can be used for vacation, sickness, personal days, alternative holidays, military duty, education, etc. Combined leave provides employees maximum flexibility in planning for and taking time off~~. Full time employees, who have successfully completed their ninety (90) day probation period, are awarded at the beginning of each fiscal year~~ as follows:

Length of Service	**PLT Eligibility**

~~0 – 6 months~~	~~0 hours~~
7 months to completion of 12 months	40 hours
13 months to completion of 48 months	120 hours
49 months to completion of 84 months	160 hours
85 months and forward	200 hours

~~Employees may not take PLT time that has not yet been earned. PLT awarded at the beginning of the fiscal year will be based on the length of service of the employee at the anniversary date to occur during said fiscal year. If your seven month and one-year anniversary date fall within the same fiscal year you will be eligible for only forty (40) hours during said fiscal year. See the start date examples provided below:~~

~~Start Date~~	~~10/1/2015~~	~~Eligible 0 Hours~~	
~~7 Months~~	~~04/1/2016~~	~~Eligible 40 Hours~~	~~Prorated 4/1/2016 - 6/30/2016~~
~~1 Yr. Anniversary during New FY~~	~~07/1/2016~~	~~Eligible 120 Hours~~	~~Prorated 7/1/2016 - 6/30/2017~~
~~2 Yr. Anniversary during New FY~~	~~07/1/2017~~	~~Eligible 120 Hours~~	~~Prorated 7/1/2017 - 6/30/2018~~
~~3 Yr. Anniversary during New FY~~	~~07/1/2018~~	~~Eligible 120 Hours~~	~~Prorated 7/1/2018 - 6/30/2019~~
~~4 Yr. Anniversary during New FY~~	~~07/1/2019~~	~~Eligible 120 Hours~~	~~Prorated 7/1/2019 - 6/30/2020~~
~~5 Yr. Anniversary during New FY~~	~~07/1/2020~~	~~Eligible 160 Hours~~	~~Prorated 7/1/2020 - 6/30/2021~~
~~Start Date~~	~~03/1/2016~~	~~Eligible 0 Hours~~	
~~7 Months~~	~~09/1/2016~~	~~Eligible 40 Hours~~	~~Prorated 9/1/2016 - 6/30/2017~~
~~1 Yr. Anniversary during New FY~~	~~07/1/2016~~	~~Eligible 0 Hours~~	
~~2 Yr. Anniversary during New FY~~	~~07/1/2017~~	~~Eligible 120 Hours~~	~~Prorated 7/1/2017 - 6/30/2018~~
~~3 Yr. Anniversary during New FY~~	~~07/1/2018~~	~~Eligible 120 Hours~~	~~Prorated 7/1/2018 - 6/30/2019~~
~~4 Yr. Anniversary during New FY~~	~~07/1/2019~~	~~Eligible 120 Hours~~	~~Prorated 7/1/2019 - 6/30/2020~~
~~5 Yr. Anniversary during New FY~~	~~07/1/2020~~	~~Eligible 160 Hours~~	~~Prorated 7/1/2020 - 6/30/2021~~

PLT hours are accrued according to regularly scheduled hours each pay period (80 hours for a full-time regular employee). PLT hours do not accrue during unpaid leave time such as leave without pay (LWOP), Military leave, short or long-term disability. We do not have a separate bank of hours for vacation and sick time but are able to use accordingly as stated in this policy. Accrual based upon anniversary date is as follows:

Length of Service	Accrual per Pay Period	Annual PLT Hours
7 months to completion of 12 months	1.5385 hours	40 hours
13 months to completion of 48 months	4.6154 hours	120 hours
49 months to completion of 84 months	6.~~2~~ 1538 hours	160 hours
85 months and forward	7.~~7~~ 6923 hours	200 hours

Beginning January 1, 2022, PLT cannot be used until it is accrued. Pay in lieu of vacation time is not permitted. Any unused PLT hours from July 1, 2021 – December 31, 2021 will be carried over to January 1, 2022 and the above will be in effect.

For the period of time from July 1, 2021 – December 31, 2021 fifty percent (50%) of an employee's annual PLT will be awarded based on the previous policy in order to ensure the change in this policy does not negatively impact previously planned time off for any employee. In addition, any PLT hours, up to a maximum of 40 hours (as detailed in previous policy) will be added to the earned fifty percent (50%) of an employee's annual PLT as of July 1, 2021. This paragraph becomes null and void January 1, 2022.

Upon termination of employment and when adequate notice has been given as per the Coalition policy, all unused PLT that has been accrued through the last full pay period and/or hours carried over will be paid out; not to exceed two hundred forty (240) hours.

NOTE: PLT time will only be paid if the Leave Request is approved via EWS by a supervisor.

At the end of each ~~fiscal~~ anniversary year, employees may allow their unused PLT to "rollover" into the next ~~fiscal~~ anniversary year. The accumulation of allowable hours to be carried forward into the next fiscal year shall not exceed ~~forty (40)~~ eighty (80) hours of PLT. Any remaining, unused PLT will be forfeited at the end of each anniversary year.

PLT shall be used for all absences except for paid holidays approved by the Coalition; unless in unexcused absence prior to or after a Holiday, as detailed below. In the event you do not have any eligible PLT you may take no more than a total of 16 hours of LWOP per ~~fiscal~~ anniversary year. This requirement may be justified solely by the Chief Executive Officer.

From July 1, 2021 until December 31, 2021 - Each employee receiving at least 120 hours of PLT annually shall be expected to take at least five (5) continuous business days and not to exceed ten (10) continuous business days without prior approval by the Chief Executive Officer during each fiscal year. Only fifty percent (50%) of the awarded PLT may be used ~~before December 31st of each fiscal year~~ seven (7) months after employment anniversary date unless otherwise approved by the Chief Executive Officer. This includes any carry over PLT from the previous fiscal year. ~~(example: 120 hours plus 80 carry over hours = up to 100 hours can be used by December 31st).and the remaining 100 hours by June 30th).~~

PLT shall be charged in not less than quarter hour increments and not more than regularly scheduled workday (you cannot take ten (10) hours of PLT if your regular schedule is to work eight (8) hours a day). Exempt employees ~~are not required to use leave benefits for absences less than four consecutive hours in duration~~ cannot work four (4) hours and claim a full day of work (if time is not adjusted), PLT have to be used.

PLT will not be counted as hours worked for the purposes of determining overtime.

Scheduled PLT of less than one (1) week shall be requested at least five (5) business days prior to such leave via EWS. Scheduled leave in excess of one (1) week shall require notice of at least one (1) month. All PLT must be approved by the employee's immediate supervisor, after verifying employee has sufficient PLT time available.

Unscheduled PLT taken due to an emergency shall require notification be given to his/her supervisor within one (1) hour. Every effort should be made by the employee to reach their immediate supervisor via phone call. In the event employees, cannot reach their immediate supervisor a voice mail message or email may be substituted. The employee must leave a contact number for the supervisor to reach them. Unexpected emergencies include, but are not limited to the following:

- Personal injury (non-job related) or illness of the employee
- Non-routine medical, dental, optical or chiropractic examination or treatment
- Exposure to contagious disease which would endanger others as determined by a physician

- Illness or injury of a member of the employee's immediate family which requires the personal care and attention of the employee

If the employee remains away from the office on unscheduled PLT in excess of three (3) working days, it will be necessary for the employee to furnish a certificate of illness by the attending physician upon return to work stating that they were unable to work and that they are being released for full duty. A physician statement from a family member's doctor is also appropriate.

It is in the best interest of an employee who is ill or injured that the employee not remain at work. It is the supervisor's responsibility to send the employee home if the employee is unable to perform their job responsibilities effectively. If the employee has no PLT, the employee will not be paid for that period.

An employee is expected to contact his/her supervisor at the beginning of each workday during illness or injury. Exceptions to this include a serious accidental injury, hospitalization, and when it is known in advance that the employee will be absent for a certain period of time.

A medical release statement is to be submitted to the Administrative Services / HR Director for review before the employee returns to work in the following situations:

In all cases of work-related injury when the employee has been unable to work after the time of the injury, when returning from medical or maternity leave of absence.

The Coalition recognizes that there are instances where, due to certain illnesses or injuries, an employee will be unable to return to work for an extended period of time. In such instances, it is the responsibility of the employee to notify his/her department supervisor. This notification shall include a statement written by the employee's medical doctor specifying the length of the absence, the anticipated return date and any restrictions which the employee may be under when returning.

As a joint protection to the employee and the Coalition, employees who have been absent from work because of serious illness or injury are required to obtain a doctor's release specifically stating that the employee can perform his/her normal duties or assignments. A serious injury or illness is defined as one that results in the employee being absent from work for more than two (2) consecutive weeks, or one which may limit the employee's future performance of regular duties or assignments.

If the cause of the employee's illness or injury was job-related, the employee's supervisor will make a reasonable effort to assign the returning employee assignments consistent with the instructions of the employee's doctor until the employee is fully recovered. A doctor's written release is required before recovery can be assumed.

Any employee who has worked for the Coalition for a minimum of three (3) months is entitled to take three (3) days or the equivalent of unpaid leave, if available PLT has been exhausted, if they or a member of their immediate household have been the victim of domestic violence and need to engage in any of the following activities: (1) to seek an injunction for protection against domestic violence or repeat of sexual violence, (2) to obtain medical care or mental health care or counseling for the employee or the household member to address issues resulting from domestic violence, (3) to obtain services from a victim services organizations, (4) to make the employee's home secure from the perpetrator of domestic violence or to relocate to a new location to escape the perpetrator, or (5) to seek legal assistance to address issues that arose from the

domestic violence or to attend or prepare for a court related proceeding relating to an act of domestic violence. Employees must provide appropriate advance notice to their supervisor of the need for leave unless they are prevented from doing so because of imminent danger. All employees must first exhaust any available PLT before being eligible to use domestic violence leave.

Holidays

The following are the paid holidays approved by the Coalition:

New Year's Day	**Independence Day**
Memorial Day	**Veterans Day**
Labor Day	**Friday after Thanksgiving**
Thanksgiving Day	**Christmas Day**
~~**Christmas Eve**~~	**Floating**
Martin Luther King's Birthday	

A floating paid holiday will be awarded each fiscal year. It must be used between July 1st through June 30th or it will be lost.

Full-time permanent employees and full-time paid interns are eligible for holiday pay.
In the event of the religious or cultural observance of a holiday other than those listed above, an employee may request that day as their floating holiday ~~in lieu of an approved holiday~~ or use PLT instead. Request for this time off must be approved at least five days in advance of the holiday.

If a Coalition observed holiday falls on a Saturday, it will be observed the preceding Friday, if the holiday falls on a Sunday, it will be observed on the following Monday per local observances.

Those staff needed to work on a holiday will be given a "flex" day off within the same pay period for exempt employees and within the same work week for non-exempt employees, if possible. In instances where "flexing" is not possible, over time will be allowed. Eligible employees will be paid for holidays falling during a vacation period or on their regularly scheduled day off. All holidays are eight (8) hour days. Employees must work their full shift the day prior to and the day following the Holiday to be eligible to receive Holiday pay unless PLT has been approved, or in an emergency situation.

Employees who do not work the day prior and/or the day following a Holiday because of an unscheduled absence will not be paid for the Holiday unless proof of emergency is presented upon their return (i.e., doctors note, automotive repair receipt, flight cancellation, etc.). If an employee has PLT time, the PLT time may be charged for the unscheduled absence and the Holiday.

Part time and substitute employees shall not be paid for observed holidays.

~~**PLT Pay Out Option**~~
~~An employee may select to have PLT converted and paid out once a fiscal year if:~~
1. ~~The employee has taken at least five (5) continuous business days of PLT as recommended above. AND~~
2. ~~The employee retains a maximum of forty (40) hours of PLT to cover emergencies and/or illness.~~

~~At the end of the fiscal year, PLT in excess of forty (40) hours may be lost and removed from the employee and accounting records. Dependent upon available funding, employees may receive payment in some amount for unused PLT in excess of forty (40) hours. Recognizing that unusual circumstances may arise from time to time, the Board of Directors wants to ensure that employees realize they are appreciated for their contribution to the Coalition's customers by minimizing use of any earned PLT to meet the needs of the Coalition during such times.~~

Personal Leave Donation (PLT Donation)
If an employee or their immediate family member has a catastrophic injury (severe **injury** to the spine, spinal cord, or brain, and may also include skull or spinal fractures. This is a subset of the **definition** for the legal term **catastrophic injury**, which is based on the **definition** used by the American Medical Association.), illness (severe illness requiring prolonged hospitalization or recovery. Examples would include coma, cancer, leukemia, heart attack or stroke. These illnesses usually involve high costs for hospitals, doctors and medicines and may incapacitate the person from working, creating a financial hardship), or death AND does not have sufficient accrued PLT, at the discretion of the Chief Executive Officer, Coalition employees may donate a portion of their accrued personal leave time to that employee. A "PLT Donation Request" form is available to all staff in the event they need PLT time donated to them. The form can be found on the x: drive in the forms folder. The employee in need of PLT donation will fill out the "PLT Donation Request Form" and email it to the Administrative Services / HR Director for communication with the Chief Executive Officer and approval. Once approved, the Administrative Services / HR Director will communicate with all staff via email, requesting voluntary time donation for "a staff in need". At the discretion of the employee, the name can and will remain anonymous, in compliance with HIPPA.

The purpose of the personal leave donation bank is to alleviate the hardship caused if catastrophic injury, illness, or death forces the employee to exhaust all personal leave time earned by that employee and thereby lose compensation.

1. This personal leave donation bank is available to those employees who have completely exhausted all personal leave time and who are not receiving temporary disability benefits under Workers' Compensation or under Disability insurance benefits.
2. When an event occurs as stated above, the Administrative Services / HR Director will email staff a Memo for their willingness to donate a portion of their accrued personal leave. All donations must be strictly voluntary. Pressure to donate time will not be tolerated.
3. Once personal leave has been donated, it cannot be restored to the donating employee.
4. Any employee who wishes to transfer a portion of his/her accrued personal leave must indicate so via email and EWS.

Leave of Absence
Please note the Coalition does not meet FMLA (Family and Medical Leave Act) requirements.

During any unpaid leave of absence, it is the expectation of the Coalition that the employee be responsible to pay their portion of the cost for their benefits to maintain coverage.

If you fail to make the payments as prescribed, coverage will be cancelled. If coverage is cancelled, your benefits will end on the last day of the month for which a premium has been paid. As a courtesy, you will be

provided a notice of intent to cancel with a 15-day grace period in which to get premiums current prior to cancellation.

1. Jury Duty/Subpoenaed Leave

Employees who have successfully completed their probationary period may request up to two weeks of paid jury duty leave over any one-year period upon presentation of documentation of sequester for jury duty. Jury compensation must be reimbursed to the Coalition.

An employee served with a subpoena requiring him/her to serve as a witness arising from a job-related incident will be permitted time off to attend hearings/trial. Court fees received by the employee for such service must be reimbursed to the Coalition.

With verification from court personnel victims of a crime may submit a written request for "court attendance" for approval by the Chief Executive Officer. Time off will be charged to accrued PLT, or the employee may opt for time off without pay.

2. Maternity Leave

Employees are eligible for maternity leave after twelve (12) consecutive months of full-time employment. The employee is entitled to leave of up to twelve (12) weeks without compensation. At the employee's option, any portion of PLT may be utilized but may not exceed the twelve-week period. Medical documentation is required upon return to work.

Extensions of leave will not be routinely granted. When medical emergencies or hardships exist, the decision to extend maternity leave will be deferred to the Chief Executive Officer. Written justification for the extension will be required. As the Coalition employs less than fifty (50) employees, it is not subject to the parameters of the Family Medical Leave Act.

If a pregnant employee needs any type of reasonable accommodation, including light duty, modified work assignment, or other similar assistance, the employee should immediately contact the Administrative Services / HR Director. All such requests for reasonable accommodation that do not result in an undue hardship will be provided.

3. Bereavement Leave

One (1) to three (3) days, at the discretion of the Chief Executive Officer, may be allowed for a death in the family of a full-time employee. A family member is defined as: a spouse and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters and spouses thereof; and any individual who is related by blood or affinity or whose close association with the employee is the equivalent of a family relationship. Criteria for the amount of time off allowed include but is not limited to, the employee's relationship to the deceased, need for out-of-town travel and responsibility for handling funeral arrangements. Accrued PLT may be used in the event more time off is needed.

4. Military Duty Leave

Upon presentation of military orders, an unpaid leave of absence will be granted according to Federal requirements.

5. Voting Leave

During a primary or general election, an employee who is registered to vote whose hours of work do not allow sufficient time for voting shall be allowed the necessary time off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after the regularly scheduled work period, it will be considered sufficient time for voting.

6. Workers Compensation Insurance

The Coalition provides a comprehensive workers compensation insurance program at no cost to employees. The program covers injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Employees who sustain work related injuries or illnesses, no matter how minor, must inform the Administrative Services / HR Director or the Chief Executive Officer immediately. If the Chief Executive Officer is not available, the employee will notify their immediate supervisor who will in turn inform the Chief Executive Officer. An Incident Report Form must be completed immediately and called in to the Workers' Compensation Insurance company for instruction regarding treatment. In the event an injury or illness is life threatening, seek medical help first then notify the insurance company. The Coalition is a drug-free workplace, therefore, in the event of an injury; the employee shall be required to submit to a drug test. A positive drug test will result in immediate termination and in accordance with the state and Federal laws; the employee will not be eligible for workers' compensation benefits.

Neither the Coalition nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by the Coalition. Failure of an employee to document job related injuries may result in disciplinary action including termination.

EMPLOYMENT REFERENCE PROHIBITION

POLICY

The Coalition prohibits leaders and employees alike from providing employment reference information to third parties, including prospective employers. Any and all solicitations for reference information should be immediately directed to the Administrative Services / HR Director for appropriate management. The Administrative Services / HR Director shall only provide a former employee's position title, dates of employment, and whether such employee is eligible to be rehired absent court mandate or a contractual agreement to the contrary. Such policy has been designed to protect both employees and the Coalition from liability.

ETHICS

POLICY

The purpose of this Ethics Policy is to support a culture of openness, trust, and integrity in all the Coalition management and business practices. A well-understood ethics policy requires the participation and support of every Coalition employee and volunteer.

At the Coalition, we are dedicated to working with our employees, volunteers/interns, partners, vendors and clients to provide leadership and foster partnerships to optimize a quality early learning environment for our children through child care, Voluntary Pre-Kindergarten and parent education. We are committed to conducting all of the Coalition's affairs and activities with the highest standards of ethical conduct.

We are committed to the responsible use of the Coalition assets, to provide accurate, complete and objective information, to respect the confidentiality of financial and other information, to act in good faith and exercise due care in all we do, to comply with all rules and regulations and to proactively promote ethical behavior. The Coalition's Code of Ethics is built on the Coalition values. As such, we acknowledge our individual responsibility to ensure our collective success by practicing and promoting the following values. These values reflect a shared view of how we want to operate and be seen by others.

Our Values

Integrity
We pursue our mission with honor, fairness and respect for the individual. We uphold the values of the Coalition with openness and trust in every action and decision. We are committed to act in good faith, to comply with the rule of law and the Coalition policies and regulations.

Courtesy
The responsibility of everyone is to be courteous, polite and friendly to our customers and colleagues.

Inclusiveness
We are dedicated to a single purpose, fueled by a diversity of thought and action. We serve responsibly as members of all the communities in which we live and work.

Dedication
Committed to our clients, our cause and our values. We uphold the excellence that makes the Coalition a premier organization.

Excellence
We believe that striving to be the best in our work, our relationships, our ideas and our services is the greatest demonstration of our pledge to serving the community.

Sensitivity
We value our commitment to our clients, colleagues and volunteers by being respectful and sensitive.

Vision
In an effort to support our mission, we are willing to take prudent measures. We strive to be proactive, innovative and creative.

Loyalty
We remain loyal to the coalition, colleagues and clients by supporting and working together in all we do.

Code of Ethics
The summary code of ethics includes the following provisions:

- The Coalition employees and volunteers/interns must:

- Be honest and ethical in their conduct, including ethical handling of actual or apparent conflicts of interest between personal and professional relationships.
- Comply with applicable government laws, rules and regulations.
- Maintain the confidentiality of information entrusted to them by the Coalition or its clients except when authorized or otherwise legally obligated to disclose.
- Deal fairly with the Coalition clients, vendors, volunteers/interns, and employees.
- Provide constituents with information that is accurate, completely objective, relevant, timely, and understandable.
- Proactively promote ethical behavior as a responsible partner among peers in the work environment.
- Protect and ensure the proper use of organization assets.
- Prohibit improper or fraudulent influence over any External Auditor.
- Not take any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any Federal offense in accordance with Section 1107 of the Sarbanes-Oxley Act of 2002.
- Not tamper with a record or otherwise impeding an official proceeding in accordance with Section 1102 of the Sarbanes-Oxley Act of 2002.

Our People

The Coalition is committed to provide a work environment that values diversity among its volunteers/interns and employees. All Personnel Policies and activities are intended to create a respectful workplace where every individual has the opportunity to reach their highest potential.

Employees are provided opportunities regardless of race, color, religion, gender, national origin, sexual orientation, marital status, age, veteran status, or disability. These policies apply to both applicants and employees in all phases of employment including recruiting, hiring, placement, training, development, transfer, promotion, demotion, performance reviews, compensation, benefits, and separation from employment.

We will evaluate how we are living up to our code of ethics by requesting feedback on a regular basis from our employees, volunteers/interns and clients. We will begin with employee orientation and regularly communicate all of these expectations to employees and volunteers.

The Coalition employees, volunteers/interns, contractors, and suppliers are expected to report any practices or actions believed to be inappropriate to their supervisor or another Coalition director.

Our Clients

We are dedicated to 100 percent client satisfaction. We are devoted to developing "client enthusiasm" and are passionate about exceeding client expectations. We dedicate ourselves to anticipating the changing needs of clients and creating timely, innovative and superior programs and services.

Conflict of Interest

The underlying principle of "conflict of interest" is that employees and volunteers/interns should avoid any activity, investment, or interest that might reflect unfavorably on the reputation of the Coalition.

As representatives of the Coalition, employees and volunteers/interns are obligated to place the interest of the Coalition, in any transaction involving the Coalition, ahead of any personal interest or personal gain, and to disclose all facts in any situation where a potential conflict of interest may arise.

Employees and volunteers/interns are expected to protect and maintain confidentiality regarding the Coalition's property including cash, equipment, records, and employee and client information except where public record laws require. Refer to Conflict of Interest Policy in Fiscal Manual FA140 for more information.

Reporting Ethics Violations
If an employee has questions or concerns about compliance with the subjects described in this policy or are unsure about what is the "right thing" to do, the Coalition **strongly encourages** the employee to first talk with his/her immediate supervisor. If he/she feel uncomfortable talking to his/her immediate supervisor for any reason, write a letter to the Chief Executive Officer to report his/her concerns. Reporting of ethics violations will be treated as confidential information until resolved or until action is taken and can be communicated anonymously.

EXIT INTERVIEW

POLICY

Any employee leaving the Coalition is required to attend an exit interview conducted by the Administrative Services / HR Director and Chief Executive Officer. The purpose of the interview is to determine the reasons for leaving and to resolve any questions of the compensation, benefit continuation, return Coalition property, or other related matter.

GIFT REPORTING

POLICY

Coalition employees are prohibited from soliciting or accepting any gifts that are intended to influence their actions from any person or entity doing business with the Coalition. Additionally, unless specifically permitted by this policy, Coalition employees are also prohibited from accepting any and all non-cash gifts, including materials, meals, services, travel, entertainment, attendance at a charitable or similar event as a guest at no cost or at unreasonably discounted prices from person or entities proposing to do or actually doing business with the Coalition. The only exceptions to this policy are as follows:

- Holiday business gifts of value totaling less than twenty-five dollars ($25) in any single year that is for the shared departmental use or consumption
- Occasional meals in connection with actual business
- Awards of gifts provided by the Coalition in open recognition of an employee's contributions

All unpermitted gifts must be immediately declined, returned or disregarded. Employees must report to their supervisors and the Administrative Services / HR Director before the end of each month regarding all gifts received during the month.

Employees found in violation of this policy will be subjected to immediate disciplinary action, up to and including termination of employment.

GRIEVANCE

POLICY

It is the policy of the Coalition that every employee and volunteer/intern regardless of position be treated with respect and in a fair and just manner at all times.

In the event that an employee or volunteer/intern believes he/she was not treated with respect and in a fair and just manner, he/she is encouraged to discuss a complaint or problem as soon as it develops, during regular office hours with the Administrative Services / HR Director who will attempt, without discrimination, to provide prompt and equitable solutions.

HARASSMENT

POLICY

The Coalition is committed to providing a work environment that is free of discrimination and unlawful harassment of any kind. Actions, words, jokes, or comments based on an individual's sex, race, gender, pregnancy, military status, color, age (except as provided by law), religion, national origin, disability, political opinion or affiliation, marital status, relating to recruitment, retention, examination, appointment, training, promotion, compensation, discipline, separation, employment practice, or any other legally protected characteristic will not be tolerated. Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct that interferes with work performance or creates an intimidating, hostile or offensive work environment.

It is illegal and against Coalition policy for any employee to harass another employee or create a hostile working environment by committing or encouraging physical assaults on another employee. Also prohibited are intentional physical conduct that is sexual in nature, (touching, pinching, patting, or brushing against another person's body), unwelcome sexual flirtations, advances or propositions, including gestures, jokes or comments made in the presence of an employee who has indicated that such conduct is unwelcome, verbal abuse of a sexual or other nature, and posting pictures, posters, or other materials that are sexual in nature or pornographic.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.

If an employee feels that he/she is being harassed in any way by a coworker, a customer or a vendor, the employee should notify the Administrative Services / HR Director immediately. The matter will be thoroughly investigated and where appropriate disciplinary action will be taken.

Any person who feels that he/she is being harassed or discriminated against must immediately report the offensive conduct to the Administrative Services / HR Director. If the Administrative Services / HR Director is in any way involved in the alleged inappropriate behavior or is unavailable, the employee should report the

conduct directly to the Chief Executive Officer. However, if the Administrative Services / HR Director and Chief Executive Officer are in any way involved in the alleged inappropriate behavior or is unavailable, the employee should report the conduct directly to the Board of Directors of the Coalition.

An employee will not be penalized in any way for reporting such improper conduct.

AMERICANS WITH DISABILITIES ACT

POLICY

It is the policy of the Coalition to afford equal opportunity to all employees, regardless of physical or mental disability. However, all employees with such disabilities are expected to perform the essential functions of their positions as both defined in their respective job descriptions or as performed on a regular basis as part of their normal responsibilities. All employees with disabilities are eligible for accommodations under the Americans with Disabilities Act. Such requests must be made to either the employee's direct supervisor or to the Administrative Services / HR Director of the Coalition. While the Coalition may not be able to make all requested accommodations, it will work with employees to define reasonable terms and supply such terms to the employee. If the employee cannot perform the essential functions with the requested accommodation, the employee may be separated from the Coalition.

INCIDENT REPORTING

POLICY

The Incident Report form will be used for documentation of ALL work-related accidents and/or injuries including violence related incidents.

INVOLUNTARY SEPARATION

POLICY

The Coalition limits the ability to take tangible employment action, including the authority to hire and involuntarily separate employees, to the Chief Executive Officer position. The Chief Finance Officer, Chief Programs Officer, and Chief Operations Officer have the ability to take tangible employment action only in the absence of the Chief Executive Officer as appropriate to their department. No other individual within the Coalition is empowered to take such express actions.

MEDICAL MARIJUANA

POLICY

If an applicant or employee with a legal referral for marijuana (for the treatment of a medical condition) tests positive based on the substance limits for the drug test, it will be reported by the lab as a "positive drug test" and will be treated in accordance with all other positive tests.

Employees and applicants shall be given an opportunity to provide any information relevant to the test, including identification of currently or recently used prescription or non-prescription medications as well as any legal referral for marijuana use for the treatment of a medical condition.

There are no additional exceptions for applicants or employees with legal referrals for marijuana.

NEPOTISM

POLICY

The Coalition prohibits working relationships between members of the same family. ~~in which one such employee has supervisory or managerial authority including hiring, promotion, salary, performance evaluation and other staffing decisions.~~ For the purpose of this policy, family member is defined as a spouse, domestic partner, romantic partner, children, parents, siblings, nieces, nephews, grandparents, grandchildren, aunts, uncles, first cousins, and corresponding in-law or step relationships. If such a relationship is discovered, the Coalition will take all necessary measures, including separation of employment, to rectify the violation of this policy.

OPEN OFFICE ENVIRONMENT

POLICY

Common courtesy and respect will go a long way in ensuring a productive environment in our workspace. To assist toward the goal of helping each of you be as productive as possible, we are providing the following guidelines:

Minimize hallway conversations
While it can be convenient and productive to have a quick work conversation in the hallway with a coworker, these conversations can be very distracting to other employees working in close proximity. Be mindful of the potential for disruption and step to a convenient conference room or to a general corridor away from other workers to have the conversation.

Limit noises
Keep the sounds coming from your workspace to a minimum. This means using earbuds when listening to music, picking up the phone after one or two rings, tuning the ring volume on your phone to a low setting, and avoiding screensaver sound effects. When away from your workspace, set your office phone to take voice messages. Silence your cell phone or set it to vibrate while inside the Coalition building. Be aware of your personal voice volume level. Speak only loud enough to be heard by the intended audience when talking on the telephone or to your coworkers. Those around you may be able to hear you, even when you are not thinking about it.

No confidential meetings
Avoid discussing personal and/or confidential matters at your workspace. Whether you are on the telephone or having a discussion with a coworker, your conversation may easily be overheard by others. Move to a conference room or step outside to discuss personal or confidential matters.

Be considerate of sensitivities to aromas

The sense of smell is one of the most powerful senses we possess. What smells good to one person, may not be enjoyed by another. Be careful of the smells you bring to the office. Be judicious in the use of cologne/perfume. Do not bring strong scented oils or room deodorizers to the workplace. Avoid eating strong-smelling food in your workplace as well.

Decorate with taste

You need to use good judgement when decorating your workspace. Avoid things that are controversial. This includes things that are political, spiritual, sensual, or cultural. Your choice décor should be in good taste without offending others. The Coalition reserves the right to restrict workplace décor for legitimate reasons relating to safety, hygiene, or environmental conditions.

In a public workspace, that is, a space to which the public has physical or visual access, only secular decorations, including secular holiday decorations, may be displayed. Religious symbols or decorations with religious content may not be displayed in public workspace.

Respect other's privacy

Be respectful of your coworkers. Avoid peeking into another workspace or listening in on other's conversations. Resist the temptation to chime in on other's conversations or join them uninvited. Give others the same respect that you want.

PAYROLL DEDUCTIONS

POLICY

The Coalition will make legally required and employee-selected deductions from each paycheck received.

It is our policy to comply with the salary basis requirements of all existing wage laws. Therefore, we prohibit all Coalition leadership from making any improper deductions from employees. If an employee believes that an improper deduction has been made to his/her salary, the employee should immediately report this information to the Administrative Services / HR Director. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

PERFORMANCE EVALUATIONS

POLICY

The Chief Executive Officer shall establish and administer a system for the evaluation of the work performance of all employees of the Coalition. If the employee has two or more reprimands documented in their HR folder during a fiscal year, they will not be eligible for an annual increase during their evaluation if a salary increase was approved by the Board of Directors.

The written employee performance evaluation program shall be designed to permit the evaluation of an employee's job performance and effectiveness as objectively and fairly as possible, and to inform the employee of strengths and weaknesses on the job and to serve as a basis for discussion as to how the employee can improve performance.

Performance evaluations become a permanent part of the employee's personnel file and a copy is provided to the employee. This information will be held in strict confidence.

All new and re-hired employees work on a probationary basis for the first ninety (90) calendar days after their date of hire. Internship positions will be evaluated on an annual basis only. Any approved significant absence will automatically extend the probation period by the length of absence.

If an employee has been in a position less than six (6) ~~four (4)~~ calendar months before ~~the end of the fiscal year~~ their anniversary date, the employee shall not receive an annual evaluation. ~~during the month of July as the employee will have just completed their probationary period and will have received an evaluation and potential salary increase for performance based on their initial ninety (90) calendar days' employment with the Coalition.~~

CHIEF EXECUTIVE OFFICER EVALUATION PROCESS

POLICY

The Chief Executive Officer shall be evaluated by ~~a team~~ the Executive Committee of the Board of Directors of the Coalition. ~~This team shall include members chosen by the Chair.~~

EVALUATION PROCESS FOR GRANT FUNDED POSITIONS

POLICY

In the event an employee is hired for a grant funded position lasting only one (1) year, they will receive a ninety (90) day probationary evaluation, however the twelve (12) month evaluation will not be performed, since the employee's position will end on their one-year anniversary. In addition, no probationary or other salary increases will be budgeted for this class of employee unless the grant is awarded for multiple years and includes funding for merit increases.

PERSONNEL INFORMATION AND PRIVACY

POLICY

The Coalition shall comply with applicable Federal and State laws regarding personnel information privacy. Any exceptions to this policy must be approved by the Chief Executive Officer.

While complying with its governmental reporting and record keeping requirements, the Coalition strives to ensure that it handles all personal and job-related information about employees in a secure, confidential and appropriate fashion.

RELIGIOUS EXPRESSION AND ACCOMMODATION

POLICY

The Coalition works diligently to respect the recognized religious beliefs and diversity of its entire team.

It is not a violation of this Policy for employees to discuss religion, or to read or view religious materials, at work during non-working time. However, employees who do so should be sensitive to and respectful of the different beliefs (or lack of belief) of others. When another employee objects to religious advances, such behaviors and efforts must immediately cease. Moreover, religious practices that interfere with job performance, excessive "preaching" that is unwelcome to others, or adverse treatment of others because of their beliefs, different beliefs, or lack of belief, may be considered "harassment" within the meaning of this and other existing policies.

Religious Accommodations

Employees may request an accommodation when their religious beliefs cause a deviation from the Coalitions dress code, schedule, basic job duties, leave or other aspects of employment. As such, the Coalition welcomes any requests for accommodations because of recognized beliefs that do not create an undue hardship on the Coalitions ability to properly fulfill its mission.

The Coalition will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Coalition will consider are cost, the effect that an accommodation will have on current established policies and the burden on operations, including other employees, when determining a reasonable accommodation.

RESIGNATION

POLICY

Written notice of resignation must be submitted to the employee's immediate supervisor and the Chief Executive Officer.

Acceptable notice is two weeks, except for the Chief Executive Officer ~~or~~ and others in supervisory positions. The length of acceptable notice for the position of Chief Executive Officer is a minimum of three months. The length of acceptable notice for others in a supervisory position is a minimum of ~~these positions~~ ~~is~~ one (1) month. If the employee is receiving medical benefits at the time of resignation, Coalition provided insurance coverage is normally terminated the last day of the month following the date of resignation from the Coalition.

RESPONSIBILITY FOR ACCURATE AND TRUTHFUL INFORMATION

POLICY

Coalition employees are responsible for providing accurate and truthful information in all aspects of the employment relationship. This obligation begins with an employee's application and all information submitted to the Coalition prior to hire and is a continuing obligation through an employee's tenure with the Coalition. This includes, but is not limited to, all information an employee submits regarding his or her internal administrative and benefit-related documentation, all records of time worked, all input regarding any form of performance evaluation or corrective action plan, and as related to an employee's performance of his or her job duties. Any violation of this obligation on the part of the employee will result in discipline upon discovery of the false information, with the likelihood such actions will lead to termination of employment.

SAFETY

POLICY

It is the policy of the Coalition to provide a safe and healthy work environment for employees, volunteers/interns, clients and visitors and preserving the Coalition's assets and property.

All employees, volunteers/interns and representatives of the Coalition shall comply with this policy to protect the safety of the children we serve and his or her parents/caregivers and reserving the Coalition's assets and property.

Responsibility for the safety and well-being of children rests with the parent (or guardian or caregiver assigned by the parent) and not with the Coalition personnel.
Coalition staff cannot supervise children while the parent (or guardian or caregiver assigned by the parent) is requesting/receiving services.

Children under the age of fourteen years may not be left unattended by an adult in any part of the Coalition office. If children under the age of fourteen are found without an adult, staff will attempt to locate the parent (or guardian or caregiver assigned by the parent).

DISTRACTED DRIVER - Personal Cell Phone or Similar Device Used for Business
Research indicates that phone calling, texting, or emailing using a cell phone or a personal data device while driving is dangerous and may even approach the equivalent danger of driving while drunk. We recognize that other distractions occur while driving, however, curbing the use of cell phones, and personal mobile computing devices during driving, is one way to minimize the risk of accidents.

Therefore, the Coalition prohibits employees from using Coalition-provided cell phones or personal data devices to text or email while driving either a rented or personal vehicle. Personal cell phones or personal data devices are restricted to usage only when operated in a hands-free mode when driving a Coalition rented vehicle or when using a personal vehicle for Coalition business.

This prohibition of cell phone or similar device use while driving includes receiving or placing calls, text messaging, surfing the internet, receiving or responding to email, checking for phone messages, or any other purpose related to your employment, the Coalition, our clients, our vendors, volunteer activities, meetings, or civic responsibilities performed for or attended in the name of the Coalition, or any other Coalition related activities not named here while driving.

All employees are required to stop their vehicle in a safe location where the vehicle does not create a hazard to the employee or to a third-party to use a cell phone or personal mobile computing device. The cellular telephone may not be used for telephonic conversation after resuming movement of the vehicle.

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

This policy is intended to comply with existing federal, state or local laws and regulations which may control:

- The private usage of an Early Learning Coalition cellular telephone and
- Usage of a cellular telephone during the operation of a vehicle on Early Learning Coalition business during the employee's business hours

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination for any violation.

SOCIAL DISTANCING

POLICY

In order to minimize transmission from person to person of any form of communicable illness, the Early Learning Coalition of Marion County is implementing the following social distancing provisions, consistent with the guidance and requirements of the Governor of the State of Florida, state and local provisions, and/or appropriate guidance from Public Health officials. As circumstances allow, certain portions of the following policy may be revoked, and Coalition will issue updates as to those issues in writing.

Social distancing is designed to limit the spread of a disease by reducing the opportunities for close contact between people. It can be accomplished by administrative and engineering controls. Employees who are or who appear ill will be requested to remain at home. If you are appearing at work, examples of actions that we are requesting employees take include, but are not limited to:

- Practice good hygiene, including:
    - Stop handshaking or other physical greetings with coworkers, customers, or clients;
    - Clean your hands when arriving at work and regularly afterwards, avoid touching your face, and routinely wipe down your work surfaces.
    - Cover coughs and sneezes with a tissue or cough and sneeze into your upper sleeve if tissues are not available. All employees should wash their hands or use a hand sanitizer after they cough, sneeze, or blow your nose.
- Avoid close contact with coworkers, clients, and providers (maintain a separation of at least 6 feet). Even if you wear gloves, you should wash your hands upon removal of the gloves in case your hand(s) became contaminated during the removal process.
- DO NOT use other employees' phones, desks, offices or other work tools and equipment.
- Reduce face-to-face exposure by using conference calls and video conferencing. If you are in a position requiring regular face-to-face interaction, personal protective equipment will be made available for your use.
- Avoid unnecessary travel.
- Reschedule non-essential meetings, community events, training sessions, and other events that require employees to physically appear, until further notice.
- When meetings are necessary, avoid close contact by keeping a separation of at least 6 feet, where possible, and assure that there is proper ventilation in the meeting space. Sanitize the area after you are done with the disinfectants provided in the back of the building.
- Allow only authorized employees into your office area. When conducting eligibility allow for no more than one adult with children, not to exceed more than ten in any given area.

The Coalition will provide materials and receptacles for the purpose of complying with the above requests. Please be advised that the purpose of the above measures is intended to prevent the spread of illness to the employees, providers, and our families. Employees repeatedly failing to follow the above requested measures may face discipline.

~~SOCIAL MEDIA~~

~~POLICY~~

~~The Coalition understands that you may wish to create and maintain personal blogs or use social networking services (such as, but not limited to, Twitter, LinkedIn, and Facebook). As an initial point, the same principles and guidelines that apply to your activities as an employee in general, as found throughout the Handbook and your job description, apply to your activities online. This includes any form of electronic communication, such as online publishing and discussion, including blogs, wikis, file-sharing, user-generated video and audio, virtual worlds, and social networks whether associated or affiliated with the Coalition. The Coalition trusts and expects employees to exercise personal responsibility whenever they participate in social media. This includes not violating the trust of those with whom they are engaging. We expect that employees utilizing social media will recognize and follow the guidelines included within this policy. You are solely responsible for what you post online. Any of your conduct that adversely affects members, customers, clients, suppliers, employees or our business interests will result in disciplinary action, up to and including termination.~~

~~Please abide by the following expectations:~~

- ~~You may not comment for or speak on behalf of the Coalition without prior written approval.~~
- ~~You may not make negative or disparaging remarks about other employees.~~
- ~~Always consider the power of your comments and contemplate the impact of your post on your reputation and that of the Coalition before you publish it.~~
- ~~Respect all confidential and proprietary information that you possess as a result of your relationship with the Coalition. Secure written permission to publish or report on conversations that are meant to be private or internal to the Coalition. Examples of confidential information include, but are not limited to, client/customer information, confidential academic information, proprietary data, development of systems, products, processes and/or technology, internal policies and memorandums, and all proposed and executed organizational strategies. Do not post internal reports, policies, procedures or other internal business-related communications.~~
- ~~You may not use the Coalition's logo, trademark, or graphics on personal sites without prior written approval.~~
- ~~When disagreeing with other opinions, be appropriate and professional in doing so when posting such disagreement on social media sites.~~
- ~~When posting about your work at the Coalition use your real name, identify that you work for the Coalition and the position that you hold. Be aware of your association with the Coalition in online~~

social networks. If you identify yourself as an employee of the Coalition, ensure your profile and related content is consistent with how you wish to present yourself with colleagues and clients.

- Anytime you publish content on an external website regarding anything to do with work you do, or any subjects associated with the Coalition, use the following disclaimer: "The postings on this site are my own and don't necessarily represent the Coalition's positions, strategies or opinions."
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.
- Respect your audience. Don't use slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in our workplace. You should also show proper consideration for others' privacy and for topics that may be considered objectionable or inflammatory.
- Employees are prohibited from posting any type of photograph of any Coalition employee, client/customer, parent, family member, or volunteer on any and all social networking sites without express written approval.
- Do not create a link from your personal blog, website or other social posting to the Coalition website.
- The Coalition respects its employees' interest and willingness to convey group complaints regarding existing working conditions. While it wholly respects employees' right to discuss such concerns utilizing social media, it encourages any such concerns to be brought to the Coalition's administration.
- Refrain from using social media while on work time or on equipment we provide, unless it is work related and authorized by your manager and consistent with our equipment policy.
- Do not use your business email address to register on social networks, blogs or other online tools utilized for personal use.
- Use professional discretion when "friending" former employees. When doing so, recognize that many former employees have online connections with current employees and that information shared between former employees is likely to be seen by current employees as well.
- Employees are asked to use good judgement when making and/or accepting "friend" requests to or from coworkers. Employees in supervisor/subordinate relationships are particularly encouraged to use caution, due to the potential for both parties to feel awkward or pressured to accept the request for business purposes and thus potentially impacting the work and social relationship (as well as possibly raising conflict of interest, unequal treatment, discrimination, or similar concerns).
- Vulgar, obscene, threatening, intimidating, harassing, discriminatory, or unlawful behaviors on social media sites may result in an employee's immediate termination.

Interacting online with colleagues, clients, and other community members is no different than interacting with these individuals or groups face to face. You are expected to maintain the respect, dignity, prudence, and professionalism expected of our employees. No employee shall knowingly conduct any activity that is

~~not in the full spirit of honest and ethical behavior, nor shall any employee cause another employee or non-employee to act otherwise, either through inducement, suggestion, or coercion.~~

TATTOO

POLICY

Employees may not have any lewd or offensive indelible marks, tribals or figures (tattoos) visible on any exposed part of the body while wearing office attire. Tattoos or brands that are extremist, indecent, sexist, or racist are prohibited, regardless of location on the body. Extremist tattoos or brands are those affiliated with, depicting or symbolizing extremist philosophies, organizations, or activities; those which advocate racial, gender or ethnic hatred or intolerance; advocate, create or engage in illegal discrimination based on race, color, gender, ethnicity, sexual orientation, religion, or national origin; or advocate violence or other unlawful means of depriving individual rights under the U.S. Constitution or federal and state law. Indecent tattoos or brands are those that are grossly offensive to modesty, decency, or propriety; shock the moral sense because of their vulgar, filthy, or disgusting nature, or tendency to insight lustful thought; or tend reasonably to corrupt morals or incite libidinous thoughts. Sexist tattoos or brands are those that advocate a philosophy that degrades or demeans a person based on gender, but that may not meet the same definition of "indecent." Racist tattoos or brands are those that advocate a philosophy that degrades or demeans a person based on race, ethnicity, or national origin.

TELECOMMUTING

POLICY

As needed by the Coalition, due to disasters, pandemics, and other emergency situations (as defined by the COOP), or other business needs as determined by the Chief Executive Officer. The Coalition will implement a temporary telecommuting arrangement for employees whose job duties and responsibilities are conducive to working from home but who do not regularly telecommute. Due to the fact that most of the Coalition's mission-essential functions are able to be performed online, the Coalition determined most day-to-day operations and services to families and providers can be performed via telework.

There are some positions that may require the employee to be physically present in the workplace. These employees are defined as essential personnel.

Essential personnel include the following positions:

- Coalition Leadership / Relocation Team – Essential personnel may be expected to report to work as scheduled unless otherwise notified. Regular leave policies and procedures will be followed for employees who are unable to report to work.

Positions approved to work from home temporarily may include the following:

- All other employees – Additional positions may be considered on a case-by-case basis.

These arrangements are projected to be short term and the Coalition will continue to monitor guidance from state and local officials and provide updates and changes to work arrangement timelines.

USE OF EMPLOYEE PHOTO, LIKENESS and VOICE

POLICY

The Coalition may take pictures or make recordings of its activities, including specific work tasks or community events to be used in educational, recruiting, or promotional materials. Such materials may be in different media, including the internet. The Coalition has provided a Photo and Publicity Release Form to all employees at hiring and will comply with the preference indicated on that form in the use of any employee's Photo, Likeness, or Voice. It is incumbent on the employee to ensure that the form is appropriately completed and, if the employee wishes to change his or her preference, that he or she complete an updated form. The Photo and Publicity Release Form is available from the Administrative Services / HR Director.

VIOLATION OF LOCAL, STATE AND/OR FEDERAL LAWS AND SELF-REPORTING OF ARRESTS AND CONVICTIONS POLICY

POLICY

Anyone known to be violating a local, state, and/or federal law on the Coalition property or at an Organization-supported function will be subject to referral for prosecution to the appropriate law enforcement agency.

All employees are required to self-report the following information to their immediate supervisor or the Administrative Services / HR Director within forty-eight (48) hours:

a) Any arrests/charges that are considered a felony.
b) Any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation.

For purposes of this policy a minor traffic violation is defined as a non-criminal violation that may require community service hours but is not punishable by incarceration and for which there is no right to trial by jury. Criminal traffic violations, including driving under the influence of alcohol and/or drugs, are not minor and must be reported.

Any employee in violation of the reporting requirements of this policy may be subject to disciplinary action up to or including dismissal.

VIOLENCE IN THE WORKPLACE

POLICY

Workplace violence can be any act of physical violence, threats of physical violence, harassment, intimidation, or other threatening, disruptive behavior that occurs at the work site. Workplace violence can affect or involve employees, visitors, vendors, and/or customers.

All persons at the Coalition should report instances of workplace violence. In emergency situations where the threat is imminent, employees should call 911 and request immediate assistance from the authorities. In non-emergency situations, workplace violence should be reported first to an immediate supervisor. If the immediate supervisor is contributing to the risk of the workplace violence, the incident should be reported to the Administrative Services / HR Director immediately.

It is the policy of the Coalition to strive to minimize the likelihood of violence in the workplace through early intervention. Acts or threats of violence (explicit or implied) will not be tolerated. Employees found in violation of this policy will be subject to disciplinary action, up to and including termination of employment, and referral to appropriate law enforcement authorities. For other than the Coalition employees, comparable appropriate action will be taken.

Please understand that the Coalition cannot help to resolve disputes that are not reported. Also be aware that any dispute resolution process does not allow a subordinate employee to ignore the appropriate direction of his or her supervisor.

DEFINITIONS

Violence: An action which causes, is intended to cause, or is perceived as intent to cause physical harm to persons or damage to property.

Threat: Any gesture, act, or oral or written expression which is perceived as intent to cause physical harm to persons or damage to property.

WEATHER RELATED CLOSINGS

POLICY

It is our policy to consider the safety of our employees and those we serve when making decisions regarding remaining open during periods of inclement weather. Where extraordinary circumstances warrant, we will close the office. During periods of adverse weather, employees are encouraged to (listen to the radio broadcasts, contact their immediate supervisor, check the Coalition website) to find out closure updates on a given day. Our decision to close will be made as soon as we are aware of the severity of the incident. If the Coalition remains open, but you are unable to report to work, you should follow our standard procedures for notification of an unscheduled absence.

If the facility is closed, a full-time non-exempt employee will receive 8 hours Admin pay to cover the absence. Part-time employees will be encouraged to make up their hours during the pay week, if possible. If the facility remains open, employees who report to work will receive their normal pay for the day. Those not reporting to work on a day the Coalition is open, will be required to use any available PLT for the missed day. If a non-exempt employee does not have sufficient available PLT to cover the absence, the absence will be without pay (LWOP). In accordance with federal regulations, exempt employees will receive their regular pay for the day of closure.

Even if the Coalition is closed, there may be key positions that will need to report to work. Individuals in those positions will be notified by the Chief Executive Officer. Employees who are required to work during the closure will receive their normal pay for the hours worked.

WHISTLE-BLOWER

POLICY

The Coalition is committed to the highest standards of moral and ethical behavior by all employees and in all business dealings. Employees are expected to conduct Coalition business in an ethical manner and in compliance with all appropriate laws and regulations. Further, employees have a responsibility to report suspected dishonest acts and/or fraudulent activity to his/her immediate supervisor/Chief Executive Officer. If the employee is not comfortable reporting the suspected dishonest act or fraudulent activity to his/her immediate supervisor/Chief Executive Officer, they should follow the procedure outlined below.

All employees are covered by this policy.

PURPOSE

In accordance with section 112.3187, Florida Statutes (F.S.), the Whistleblower's Act is to prevent agencies or independent contractors from taking retaliatory action against an employee who reports to an appropriate agency violation of law on the part of a public employer or independent contractor that create and presents a substantial and specific danger to the public's health, safety, or welfare. It is further the intent to prevent any person, agencies or independent contractors from taking retaliatory action against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee.

PROCEDURE

If an employee believes that he/she has been subject to retaliation for protected whistleblowing, he/she can file a complaint with:
Office of Chief Inspector General, the Florida Commission on Human Relations, or the Whistleblower's Hotline at 1-800-543-5353 for whistleblower protection where the employee can disclose information as described below:

- A violation of law, rule, regulation,
- Gross mismanagement,
- Gross waste of funds,
- An abuse of authority, or
- A substantial and specific danger to public health or safety

Reports of suspected wrongdoing including retaliation for disclosing minor offenses may also be submitted through the use of the Inspector General's automated web-based complaint form available at http://www/flgov.com/ighome or by mailing a complaint directly to: Whistle-blower's Hotline, P.O. Box 151, Tallahassee, FL 32302 or the Office of Chief Inspector General, 2103 The Capitol, Tallahassee, FL 32399-0001.

WORKPLACE INJURIES

POLICY

The Coalition strives to provide a workplace that is free from any known health or injury hazards. Employees can assist us by bringing forward any health or safety concerns. Employees may speak with their supervisor or the Administrative Services / HR Director about any issues related to safety without fear of reprisal or retaliation. Employees may also receive periodic training on workplace safety and responsible handling of hazardous substances.

If an employee sustains a job-related injury or illness, it must immediately be reported to the supervisor, or Administrative Services / HR Director or another member of management. This reporting requirement applies to all injuries, no matter how small or insignificant it may appear initially. The Coalition wants to ensure that any injured employee receives prompt and appropriate medical attention. Additionally, the Coalition complies with all federal and state regulatory standards regarding workplace injuries and illnesses. As such, we must make a timely record of any workplace injuries or illnesses. We also are responsible for workers' compensation insurance for employees which provides for medical coverage, disability coverage and loss of work time compensation due to a work-related injury.

Employees may report work-related injuries and illnesses without any concerns of adverse employment action or retaliation by the Coalition.

DRUG FREE WORKPLACE

POLICY

The Coalition will not tolerate alcohol abuse or the use of other intoxicants and mind-altering substances, including illegal drugs. By virtue of employment with the Coalition, employees may be required to submit to drug screens, blood alcohol tests, breathalyzer tests and medical examinations under the following circumstances: a) when an employee is hired; b) when an employee is suspected of working or reporting to work with intoxicants or mind-altering substances in his or her system; c) when an employee suffers an on-the-job injury or is involved in an accident while at work; d) when an employee returns to work after a leave of absence of two weeks or more; or e) on a periodic or random basis. The presence of 0.084% alcohol or the presence of any other intoxicants or mind-altering substances in the body is a violation of this policy. Refusal of an employee to undergo testing or to cooperate fully with any of these tests is also a violation of this policy.

Coalition employees are also prohibited from possessing, using, selling, or purchasing any alcoholic beverages or other mind-altering substances on Coalition property.

This policy does not prohibit the proper use of medication under the direction of a physician. However, the misuse or abuse of such drugs is prohibited. Employees who are taking prescription or nonprescription drugs which could affect their ability to perform his/her job in a safe and efficient manner must notify his/her immediate supervisor of this fact when he/she reports to work.

Violation of any aspect of the Coalition's Drug Free Workplace policy will result in discipline up to and including immediate termination.

All applicants for employment will be required to sign the Consent to Pre-Employment Drug Testing form and submit to and pass a drug test in order to be considered for employment.

All employees are required to sign the Consent for Random Testing form. Random testing may be done at any time the Coalition deems fit. In the event of an on-the-job accident, the injured employee will be required to submit to a drug test. If he/she refuses to submit to the test or the test is confirmed positive, he/she may be terminated. Additional testing may also be conducted as required by applicable state or federal laws, rules or regulations, or as deemed necessary by the Coalition.

All information, interviews, reports, statements, memoranda, and drug test results, written or otherwise received by the Coalition as part of this drug testing program are confidential communications. Unless authorized by state laws, rules or regulations, the Coalition will not release such information without a written consent form signed voluntarily by the person tested.

I have read the above policy and wholly agree to abide by its contents.

_____ _____

Employee Signature ***Date***

COMPANY CELL PHONE USAGE/SAFE DRIVING POLICY

I _____ have read and understand the Cell Phone Usage/Safe Driving Policy and voluntarily agree to abide by, and be subject to, its terms.

_____	_____	_____
Employee Name (Please print)	Signature	Date

By executing the acknowledgment form attached to these Personnel Policies, the employee accepts and understands that it may be utilized as an enforceable promissory note. If the employee fails to return any equipment, money, credit cards, or other property assigned to the employee during employment, the Coalition may first withhold the value of such amount from any final compensation due to the employee including paychecks, or any other such earned benefit. If such compensation does not exist or is insufficient to offset the value of the property due, the employee understands and agrees that the Coalition has legal entitlement to such property and will be responsible for such value and the cost of all attorney fees and costs expended in pursuing such property.

_____ _____

Employee Signature ***Date***

Personnel Policies/Procedures Acknowledgement

Effective 7/1/20~~20~~21 –

I, _____ hereby certify that I have read and understand the Early Learning Coalition of Marion County, Inc. Personnel Policies & Procedures effective July 1, 20~~20~~21 and promise to comply with all Personnel Policies & Personnel Procedures in the Handbook and on the x: drive.

_____

Employee Signature Date

_____

Witness Date