



## Board of Directors Meeting

Monday, March 7, 2016  
5:30 pm until close of business  
1002 E. Palm Ave, Board Room  
Tampa, FL 33605  
Call: 1 (872) 240-3311  
Access Code: 635-006-125

### Early Learning Coalition of Hillsborough County Mission Statement

The mission of the Early Learning Coalition of Hillsborough County is to promote school and life success for all young children and their families through quality school readiness services and supports.

#### MEETING AGENDA

##### I. CALL TO ORDER

- A. Quorum Verification A. Patel, Board Chair
- B. Approval of December 14, 2015 Board Meeting Minutes (*p. 2*)
- C. Executive Director Report D. McGerald
- D. Board Chair Report A. Patel, Board Chair

##### II. OLD BUSINESS

- A. Board Member Report: Visit to North Tampa Eligibility Office (*p. 6*)

##### III. ACTION ITEMS

- A. FY2014-2015 Audit (*p. 12*) S. Costner
- B. Revisions to Bylaws (*p. 13*) D. McGerald
- C. Service Transition Recommendation (*p. 34*) D. McGerald

##### IV. FINANCE/UTILIZATION REPORT (*p. 41*)

S. Costner

##### V. COMMITTEE UPDATES

- A. Executive/ Finance Committee A. Patel, Board Chair
- B. Governance Committee S. Robinson, Co-Chair
- C. Communications & Outreach Committee D. Jacob, Co-Chair

##### VI. DISCUSSION

- A. Task Force Development: Community Plan for Hillsborough Early Learning Systems

##### VII. INFORMATION ITEMS

- A. Dashboard (*p. 49*)
- B. Provider Portal (*p. 50*)
- C. Standard Terms and Conditions for OEL Subcontracts (*p. 54*)

## **VIII. PUBLIC COMMENT**

*Individuals wishing to address the Early Learning Coalition Board of Directors must complete a Public Comment Request Card and submit it to the official recorder prior to the noticed start time of the meeting. Said comments will be limited to three (3) minutes per individual on first come, first serve basis, and only at such time as is identified on the official meeting agenda for public comment.*

## **IX. ADJOURNMENT**

**A. Patel, Board Chair**

### **UPCOMING MEETINGS**

Board of Directors Meeting – Monday, April 11, 2016 @ 5:30 pm  
Executive/Finance Committee Meeting – Monday, May 2, 2016 @ 4:00 pm



# MEETING MINUTES

## MEETING MINUTES

<b>Meeting Name:</b>	<b>Board of Directors Meeting</b>	<b>Date:</b>	December 14, 2015
<b>Facilitator:</b>	Aakash Patel, Chair	<b>Time:</b>	5:30 pm
<b>Location:</b>	1002 E. Palm Avenue, Board Room, Tampa, FL 33605		
<b>Board Members Present:</b>	Aakash Patel, Angela Chowning, Barbara Hancock, Dianne Jacob, Dr. Jacquelyn Jenkins, Jennifer Kuhn, Jill Hammond, Joe McElroy*, Kelley Parris, Brian Killingsworth*, Brian McEwen, Lindsay Seel, Luke Buzard, Lynne Hildreth, Marie Caracciola, Mary Hancock, Dr. Rahul Mehra, Scott Barrish, and Dr. Shawn Robinson.		
<b>Board Members Absent:</b>	Donna Bevis, Doug Holt, Edward Peachey, Patricia Spencer and Teresa Gaffney.		
<b>ELCHC Staff:</b>	Dave McGerald, Karen Perkins, Annie Brown, Steve Costner, Bobbi Davis, Stacey Francois, Lorinda Gamson, Twyla Hartz, Katherine Javier, Tracy Knight, Nancy Metsker, Sally McGinnis, Miriam Ortiz, Janet Stutzman, and Tracie White.		
<b>Other Attendees:</b>	Sandy Show, Cynthia Rodriguez, Shawntaye Beato, Marina Harkness, Tracey Brown, and Board Attorney Steve Lee.		

\*Indicates presence via phone.

KEY POINTS		
No.	TOPIC	HIGHLIGHTS
I.	CALL TO ORDER	
	A. Quorum Verification	Noting that a quorum had been established, Chair Patel called the meeting to order at 5:31 pm.
	B. Approval of October 13, 2015 Board meeting Minutes	<i>Dianne Jacob made a motion to approve the October 13, 2015 Board meeting minutes. Dr. Shawn Robinson made a second. The motion carried unanimously.</i>
	C. Executive Director Report	Dave McGerald briefly presented the Executive Director report, highlighting a visit to the Early Learning Coalition of Pinellas County and Palm Beach County to learn about their service delivery procedures and processes.
	D. Board Chair Report	Chair Patel reported on the following items: <ol style="list-style-type: none"> <li>1. Opportunities to raise awareness for <i>Celebrate Literacy Week, Florida!</i></li> <li>2. Welcomed new Board Members Luke Buzard and Brian Killingsworth.</li> <li>3. Introduced Jennifer Stancil, President and CEO of the Glazer Children's Museum.</li> <li>4. Appearance in a segment of the Philanthropy Show with Cynthia Rodriguez to discuss Childhood Literacy and Helping Parents.</li> </ol>

MEETING MINUTES – Board of Directors Meeting  
Monday, December 14, 2015

KEY POINTS		
No.	TOPIC	HIGHLIGHTS
II.	<b>OLD BUSINESS</b> <b>A. University of Tampa Presentation</b> University of Tampa students Lolu Ogunwele and Adepoju Adawele presented their consulting project report for the Early Learning Coalition of Hillsborough County. Mr. Ogunwele and Mr. Adawele explained the results of a SWOT Analysis, highlighting internal and external positives and negatives. Mr. Ogunwele and Mr. Adawele gave recommendations regarding customer feedback, opportunities for cost savings, and improving usage of technology, efficiency, visibility, and que management.	
III.	<b>ACTION ITEMS</b> <b>A. Approval of IT Managed Services Contract</b> Steve Costner presented the recommendation to authorize staff to execute a contract with IT Managed Services firm Zymphony Technology Services for management of the ELCHC's information technology infrastructure and end user devices not to exceed \$53,523.  <i>Shawn Robinson made a motion to authorize staff to execute a contract with IT Managed Services firm Zymphony Technology Services for management of the ELCHC's information technology infrastructure and end user devices not to exceed \$53,523. Brian McEwen made a second. The motion carried unanimously.</i>  <b>B. Service Delivery &amp; Efficiency Task Force Recommendations</b> Brian McEwen presented the Service Delivery and Efficiency Task Force recommendation to authorize staff to (1) Amend current contract with the Hillsborough County Public Schools to reduce their budget for School Readiness and VPK services as detailed in the memo; (2) Revise ELCHC 2015-15 operating budget accordingly; and (3) Develop short and long-term strategies, plans, and options for directing additional funds into direct service for children and providers. Questions were addressed regarding transparency, timelines for the transitions, contracting implications, staffing changes, financial implications, and reasons for the transition.  Dave McGerald explained the concerns regarding errors with provider contracts for School Readiness and Voluntary Prekindergarten. The Board of Directors was informed of a meeting held on October 14, 2015 between Coalition representatives Board Chair Aakash Patel, Coalition Executive Director Dave McGerald, and Coalition Director of Organization Development Bobbi Davis and School District representatives Superintendent Jeff Eakins, Assistant Superintendent for Academic Support and Federal Programs Tracye Brown, Director Early Childhood and HOST Programs, Marie Caracciola, Supervisor Sandy Show, and Administrator Marina Harkness. This meeting resulted in verbal agreement that the Coalition staff would bring contracting services for School Readiness (SR) and Voluntary Pre-Kindergarten (VPK) in house beginning January 1, 2016 and the CCR&R and related functions in-house no later than July 1, 2016. It was noted that the Task Force agreed to continue future meetings to continue to examine other functions within the SR and VPK contracts, noting that additional efficiencies and service delivery improvements could be realized.  Chair Patel requested that another task force meeting be scheduled for January 4, 2016, and that the action item be revisited at the Board meeting on February 8, 2016.	

**MEETING MINUTES – Board of Directors Meeting**  
**Monday, December 14, 2015**

KEY POINTS		
No.	TOPIC	HIGHLIGHTS
		<i>Dr. Shawn Robinson made a motion to table the action to (1) Amend current contract with the Hillsborough County Public Schools to reduce their budget for School Readiness and VPK services; (2) Revise ELCHC 2015-15 operating budget accordingly; and (3) Develop short and long-term strategies, plans, and options for directing additional funds into direct service for children and providers. Brian McEwen made a second. Lynne Hildreth opposed the motion. The motion carried.</i>
IV.	<b>FINANCE/UTILIZATION</b> Steve Costner presented the financial report for the period of July 1, 2015 to October 31, 2015.	
V.	<b>COMMITTEE UPDATES</b> <b>A. Executive/Finance Committee</b> Chair Patel announced that the Executive/Finance Committee would hold a meeting on January 4, 2016 at 4:00 pm.  <b>B. Governance Committee</b> Chair Patel reported an increase in Board attendance as a result of the Board attendance policy.  <b>C. Communications &amp; Outreach Committee</b> Dianne Jacob reported on the topics discussed at the Communications & Outreach Committee meeting on November 30, 2015. Ms. Jacob recommended a rebrand of the Coalition to include a new logo, colors, collateral, and related expenditures.  <i>Brian McEwen made a motion to add the action item to approve the release of an RFP on January 15, 2016 to be due in 30 days, for rebranding the Coalition logo, colors, collateral, and related expenditures not to exceed \$25,000 to the agenda. Dr. Shawn Robinson made a second. The motion carried unanimously.</i>  <i>Brian McEwen made a motion to approve the release of an RFP on January 15, 2016, to be due in 30 days, for rebranding the Coalition logo, colors, collateral, and related expenditures not to exceed \$25,000. Jennifer Kuhn made a second. Lindsay Seel opposed the motion. The motion carried.</i>  A discussion was held regarding the sharing of weekly social media posts with Board members. Chair Patel asked that Board members share the posts with their personal and professional networks to extend outreach efforts. Attorney Steve Lee cautioned Board members against communicating directly with each other regarding information that could be discussed at Board meetings.	
VI.	<b>DISCUSSION</b> <b>A. Consent Agenda</b> Dave McGerald explained the purpose and procedures of a consent agenda. Mr. McGerald noted that a sample consent agenda was provided as an attachment.	

KEY POINTS		
No.	TOPIC	HIGHLIGHTS
	<b>B. School Readiness Priorities Task Force</b> Bobbi Davis reported that the School Readiness Priorities Task force met November 9th, PowerPoint attached. Ms. Davis noted that the Task Force did not conclude with a recommendation at this meeting and that they will continue to collect addition information to reconvene at a later time.	
VII.	<b>INFORMATION ITEMS</b> <b>A. Dashboard</b> There were no questions regarding the ELCHC Dashboard information.	
VIII.	<b>PUBLIC COMMENT</b> Cindy Rodriguez made a comment regarding increasing child care provider reimbursements, noting that providers have not had a raise in fifteen years. Ms. Rodriguez also noted that any decisions made regarding school-age services will greatly impact providers. Ms. Rodriguez suggested that the Coalition develop a task force or committee address provider concerns.	
IX.	<b>ADJOURNMENT</b> <i>Shawn Robinson made a motion to adjourn the meeting at 7:38 pm. Lynne Hildreth made a second. The motion carried unanimously.</i>	

ACTION PLAN			
No.	Action Item(s)	Owner	Target Date
1.	Schedule a meeting of the Service Delivery and Efficiency Task Force on January 4, 2015 at 5:30 pm.	K. Javier	1/4/2016
2.	Release an RFP for rebranding the Coalition to include a new logo, colors, collateral, and related expenditures not to exceed \$25,000.	T. White	1/15/2016

Read and Approved by: \_\_\_\_\_  
 Lynne T. Hildreth, Secretary DATE \_\_\_\_\_

**MEETING MINUTES** – Board of Directors Meeting  
 Monday, December 14, 2015

**ISSUE:**

Board Member Report: Visit to North Tampa Eligibility Office

**BACKGROUND:** The following information was provided by Board member, Lynne Hildreth, as a follow up to the UT intern consulting project report presented on December 14, 2015. Ms. Hildreth asked that this information be shared with the full Board.

Dear Dave,

Unfortunately, I will be out of town on Monday 2/22 and unable to participate. I did want to pass along some photos and comments from a 'secret shopper' visit I paid to the enrollment center on Florida Avenue yesterday. I couldn't take as many as I would like as I wanted to be careful not to photograph any individuals. I was very discouraged by what I saw our families experience in this center. It was disorganized and not family-centric. Many of the individuals there had very young babies or small children with them, and the waiting time appeared to be quite long (I did note that at least one person came in with an appointment, which is probably helpful.). As a walk-in, I had no guidance on what to expect or what could have expedited my visit (could I have been filling out forms while I waited?). We should expect much more of our process and system.

Some photos and my comments:



#1118 – Directory says “Early Childhood”.

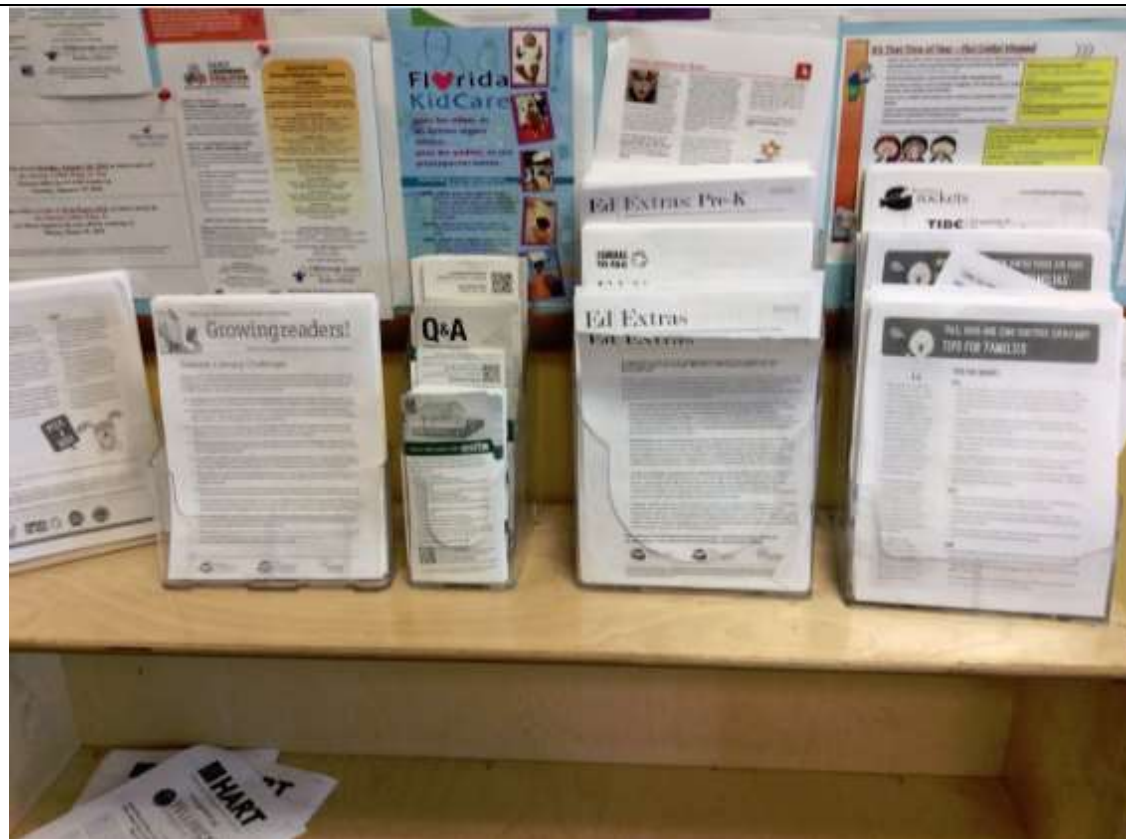


#1119 the Door says Early Childhood School Readiness Programs and the HCPS logo. Not that I would want the ELCHC to be 'associated' with this place (in its current state), but from a branding perspective – needs to be clear and consistent. I agree with the UT students that it was hard to find. I parked on the wrong side of the building, and you cannot tell that there is another side with different suites. Wayfinding signage in the parking lot is non-existent. I ended up parking about as far away as I could have and walked until I finally found the directory.





#1122 – When you walk in the door, it is unclear what you are intended to do. There is a “deli-style” take a number, a clipboard to sign in, and a uniformed officer sitting at a desk. He was unable to tell me what the process was (even though there were 6 clipboards and a sign that said “School Readiness Client Packet Documents Available Here”... what’s that? What’s a client? And available where?!) – just to take a number and wait. He also couldn’t estimate the wait. In fairness, he said the usual person had called out.... But you would think he would have known “a little bit”. I waited to be called (and observed for about 30 minutes.... Only 2 clients were served in that time.... So I had to leave, as there were at least 6 more ahead of me). Also, you will note that the signs on the clipboard are grammatically incorrect (“when finish”).



#1123 and #1124 - The amount of reading material and bulletin boards filled with notices and

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information was overwhelming – if I had read it all, it would have taken me an hour or more! I questioned the appropriateness of many items – they were outdated (“Summer Literacy Challenge”) or un-related to the audience (HARTPlus Yellow cam paratransit service press release/media alert). As well, the organization and display was extremely poor – just a hodge-podge of junk with no ‘care and concern’ put into how it was being shared with the customers is how it appeared. Not a single person in the waiting room had any interest in any of it (they probably thought I was crazy – as I stood and read as much as I could!).



#1121 – And.... The forms. There is a wall of forms, the slots are labeled but the forms in the slots did not match the names on the label – it was a complete mess. You can’t read the sign with the blue border in the photo but it says “School Readiness Waiting List Application Available Here”. I took some of the forms as examples – there are ones with literally 6 point font in super-light-grey. One of the forms (top right grey bucket) was “Waiting list information”. This form states that “all applications must be completed on line at <https://familyservices.floridaearlylearning.com> . I don’t know how or why they would expect anyone coming in to know which form to take and complete without being told. For instance, there is a “provider transfer request” and a “2<sup>nd</sup> Provider request form”. Forms for your employer, forms for foster parents, forms, forms, forms!!

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No photo that I took, but there were two posters for Ready Rosie that I did see posted (taped/tacked to the wall). However in the 'sea' of bulletins and flyers, they did not stand out. Likewise, there was no information about providers, Quality, etc.... the things that are so critical.

At any rate, I left very unimpressed. The school district needs to "up their game" and if we do decide to insource any/all of this activity, we need to be prepared to start anew.... Trying to incrementally change what exists today would seem to be unwise!

Thanks for listening....

Lynne

**ACTION****ITEM III.A**3/07/16 Special Board Meeting

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**ISSUE:** FY 2014-2015 Audit  
**BUDGET IMPACT:** \$0  
**FUNDING SOURCE:** N/A  
**RECOMMENDED ACTION:** Acceptance of the FY 2014-2015 Audit

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**BACKGROUND**

The Coalition's FY 2014-2015 Annual Independent Audit by Moore Stephens Lovelace, P.A. will be available at the board meeting for your review and acceptance.

**ACTION****ITEM III. B.**

3/7/16 Special Board Meeting

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<b>ISSUE:</b>	Revision of Bylaws
<b>FISCAL IMPACT:</b>	Not applicable
<b>FUNDING SOURCE:</b>	Not applicable
<b>RECOMMENDED ACTION:</b>	Approve the Bylaws as amended.

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**BACKGROUND:**

The Office of Early Learning (OEL) notified staff on January 24, 2016 that the Coalition's Plan had received conditional approval. In order to receive full approval, the Coalition would need to make the following revisions to its Bylaws:

- 1) Revise the Bylaws to reference ss. 112.313, 112.3135, and 112.3143, F.S. regarding ethics;
- 2) Remove an outdated statutory reference in Article II, Section 2b, regarding 411.01 F.S.; and
- 3) Update Article II, section 2(e)(5) to reflect section 1002.83(4)(g), F.S.

Staff has made the revisions to the Bylaws required by OEL. Outdated language has been stricken and proposed language has been underscored.

**BYLAWS**  
**OF**  
**HILLSBOROUGH COUNTY SCHOOL READINESS COALITION, INC.**  
**D/B/A**  
**Early Learning Coalition of Hillsborough County, Inc.**

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**BYLAWS  
OF  
THE HILLSBOROUGH COUNTY SCHOOL READINESS COALITION, INC.**

ARTICLE I

Organization

Section 1.     Name. The name of this Corporation is Hillsborough County School Readiness (the “Corporation”) and shall conduct business as The Early Learning Coalition of Hillsborough County as registered pursuant to the Fictitious Name Act, 865.09 F.S. with the Division of Corporations, Florida Department of State.

Section 2.     Objectives. The Corporation has been formed to coordinate and improve the quality and delivery of school readiness, voluntary pre-kindergarten and out-of-school time services for the children and families of Hillsborough County, Florida.

Section 3.     Principal Office. The principal office of the Corporation shall be fixed and located by the Board of Directors of the Corporation at any place within the County of Hillsborough, State of Florida. The Board of Directors is hereby granted full power and authority to change said principal office from one location to another in the County of Hillsborough.

Section 4.     Members. The Corporation shall have no “members” as that term is defined in 617.01401(10) Florida Statutes.

Section 5.     Government-in-the-Sunshine Law. The Corporation is committed to ensuring that the deliberation of its Board of Directors are conducted openly and the actions of the Board are taken openly in accordance with the Government-in-the-Sunshine Law, Chapter 286 of the Florida Statutes. Accordingly in the event of a conflict between a provision of these Bylaws and a section of the Government-in-the-Sunshine Law, the Government-in-the-Sunshine Law shall control.

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ARTICLE II

BOARD OF DIRECTORS

Section 1. Powers. Subject to the limitation of the Articles of Incorporation and other provisions of these Bylaws, and the laws of the State of Florida, all corporate powers shall be exercised by, or under the authority of, and the business and affairs of the Corporation shall be controlled by the Board of Directors (sometimes referred to herein as the “Board”).

Section 2. Membership, Number, Class, Voting Rights, Selection and Terms of Office.

- (a) Membership, Number and Classes: The Board of Directors shall number least fifteen (15) but not more than thirty (30), and shall be divided into five (5) classes: Appointed Directors, Designated Directors, Conditional Directors, Elected Directors and Optional Directors.
- (b) Voting Rights: Voting rights shall be determined by Florida Statute ~~411.01~~ and/or Rule.
- (c) Selection and Terms of Office: Appointed Directors and Designated Directors shall serve as directors as long as they hold the offices so designated. Conditional Directors, Elected Directors and Optional Directors shall serve in the class designated by the Incorporator for initial terms of three (3) or four (4) years, with the initial terms of each director determined by lot at the first meeting of the Board. After the initial terms, Elected Directors shall serve four (4) year terms. Elected Directors are eligible for re-election. However, no Elected or Optional Director may serve more than two (2) four-year terms.
- (d) Appointed Director Class: The authorized number of Appointed Directors shall be three (3). All vacancies in the class of Appointed Directors, including, without limitation, vacancies caused by expiration of term, resignation or removal, shall be filled by the Governor of the State of Florida as follows:

- 1) Chair appointed by the Governor
  - 2) Two (2) private sector business members appointed by the Governor
- (e) Designated Director Class: Designated Directors shall number ten (10) and shall include the following:
- 1) Department of Children and Family Services circuit administrator or designee
  - 2) District superintendent of schools or designee
  - 3) Regional workforce board executive director or designee
  - 4) County health department director or designee
  - ~~5) President of the community college or designee~~ A president of a Florida College System institution or his or her permanent designee.
  - 6) Member appointed by the board of county commissioners or the governing board of a municipality
  - 7) Head Start director
  - 8) Representative of private child care providers
  - 9) Representative of faith-based child care providers
  - 10) Representative of programs for children with disabilities under the Individuals with Disabilities Education Act.
- (f) Conditional Member Class: Conditional members shall number three (3) and include the following:
- 1) Children services council or juvenile welfare board chair or executive director
  - 2) Agency head of local licensing agency as defined in s. 402.302
  - 3) Central agency administrator
- (g) Elected Director Class: Elected Directors shall number at least four (4) and shall not exceed nineteen (19). All vacancies in this class of Elected Directors, including, without limitation, vacancies caused by expiration of term, resignation or removal, shall be filled by a majority of the Board then in office. The Elected Directors shall at all times be representatives of private sector business who do not have, nor whose relatives have, a substantial financial interest in the design or delivery of Voluntary Prekindergarten Education programs, School Readiness programs, or out-of-school-time programs.

- (h) Optional Director Class: The authorized number of Optional Directors shall be up to three (3) members of which one (1) may be a representative of parents whose children are served in the School Readiness or Voluntary Prekindergarten Program.

Section 3. Vacancies.

- (a) A vacancy or vacancies in the Board shall be deemed to exist (i) in case of the death, resignation, or removal of any director or (ii) if the authorized number of directors is increased.
- (b) Any director may resign effective upon giving written notice to the Chair, the Executive Director, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If a director resigns by giving notice specifying that such resignation shall be effective at a future time, a successor may be elected or designated before such time to take office when the resignation becomes effective.
- (c) No reduction in the number of directors shall have the effect of removing any director prior to the expiration of his or her term of office.

Section 4. Removal of Directors. Any member of the Board of this Corporation may be removed from office, with or without cause, by the person or persons authorized to elect or designate the director in Section 2 (d) – (h) of the Article II.

ARTICLE III  
Meetings of the Board of Directors

Section 1. Place of and Public Access to Meetings. All meetings of the Board of Directors shall be held at the principal business office of the Corporation or at such other place within the County of Hillsborough as may be designated from time to time by resolution of the Board of Directors, or in the notice of said meeting. All meetings of the Board of Directors shall be open and public, and all persons shall be permitted to attend any meeting of the Board.

Section 2. Annual Meeting. The annual meeting of the Board of Directors shall be the regular meeting of the Board held during the first quarter of the fiscal year. The officers of the Corporation shall be elected at this meeting.

Section 3. Regular Meetings. The Board of Directors shall meet on the date established by the Board of Directors by resolution. The Board shall meet at least four (4) times during each fiscal year.

Section 4 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the Chair of the Board, the Executive Director, the Secretary, or by any two (2) directors of the Corporation. Special meetings of the Board of Directors shall be held upon two (2) calendar days' prior notice. Notice may be given orally, by first-class mail, by facsimile, electronic mail, or other electronic means, or by personal delivery to each director at such director's address as is shown upon the records of the Corporation for purposes of notice. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed to have been give at the time it is personally delivered to the recipient, or is delivered to a common carrier for transmission to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone, to the recipient or to a person at the office of the recipient who the person giving notice has reason to believe will promptly communicate it to the recipient. A notice or waiver of notice shall specify the purpose of any special meeting of the Board of Directors.

Section 5. Action at a Meeting; Quorum and Required Vote. Presence of a majority of Directors at a meeting of the Board of Directors constitutes a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors. Board members attending by phone or other electronic means may be counted towards the quorum requirement.

Section 6. Rules of Procedure. All meetings of the Board of Directors shall be conducted in accordance with Robert's Rules of Order. Nothing in Robert's Rules of Order shall supersede any right or requirement of the Articles of Incorporation or these Bylaws.

Section 7. Fees and Compensation. The Board of Directors shall serve without compensation for their services as directors; however, the Appointed Board Chair or Appointed Vice-Chair may be reimbursed for travel and related expenses to attend State meetings pre guidance from the Florida Office of Early Learning.

Section 8. The activities of the Coalition shall be governed by the Code of Ethics for Public Officers and Employees, as defined in Florida Statutes, §§ 112.313, 112.3135, and 112.3143.



## ARTICLE IV

### Officers

Section 1. Officers. The officers of the Corporation shall be a Chair of the Board, a Vice Chair, a Secretary, and a Treasurer and other officers as the Board of Directors may elect. All officers of the Corporation must also be directors of the Corporation. The removal or resignation of a director who is an officer of the Corporation shall be deemed a resignation by such person from all offices held.

Section 2. Nomination and Election. The officers of the Corporation, other than the Chair shall be elected annually by the Board of Directors at its annual meeting. Each officer so elected shall hold office for a one-year term or until he or she shall resign, shall be removed or otherwise disqualified to serve. At any regular or special meeting of the Board of Directors, the Board of Directors may fill a vacancy caused by the death, resignation, removal or disqualification of any officer. Officers may be elected to serve additional terms at the discretion of the Board.

Section 3. Removal and Resignation. Any officer may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting thereof. Any officer may resign at any time by giving written notice to the Chair of the Board, the Executive Director, or the Secretary of the Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later date specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Chair of the Board. The Chair of the Board shall preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to the Chair by the Board of Directors or prescribed by the Bylaws.

Section 5. Vice Chair. In the absence of the Chair, the Vice Chair will exercise the duties of the Chair and shall perform such other duties as may be from time to time require by the Chair or by the Board of Directors.

Section 6. Executive Director. The Executive Director, subject to the control of the Board of Directors, shall have general supervision, direction and control of the business and affairs of the Corporation and shall have the general powers and duties of management usually vested in the office of the chief executive officer of a corporation. The Executive Director shall have the necessary authority and responsibility to operate the Corporation and all of its activities and departments, subject only to such policies as may be issued by the Board of Directors or any of its Committees to which it has delegated powers for such action. The Executive Director shall act as a duly authorized representative of the Board of Directors in all matters in which the Board of Directors has not formally designated some other person to act.

Section 7. Secretary. The Secretary shall record or cause to be recorded, and shall keep or cause to be kept, at the principal business office or such other place as the Board of Directors may order, a Minute Book of actions taken at all meetings of the Board, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given and the names of those present at Board meetings. The Secretary shall give, or cause to be given, notice of all the meetings of the Board of Directors required by the Bylaws or by law to be given , and shall have such other powers to perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

Section 8. Treasurer. The Treasurer shall keep and maintain, or cause to be maintained, adequate and correct accounts of the properties and business transaction of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The Treasurer shall submit a statement of accounts on a quarterly basis at meetings of the Board of Directors and shall make reports as the Board of Directors may require. The Treasurer shall cause to be deposited or shall cause to be disbursed in accordance with procedures approved by the Board of Directors all monies and other valuables in the name and to the credit of the Corporation, and shall have such other powers to perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

ARTICLE V  
Committees

Section 1.     Committees.

- (a) The Board of Directors may, by resolution adopted by a majority of the Directors then in office, provided that a quorum is present, establish one or more committees. Members of all committees shall be appointed by the Board of Directors. Committees are of two kinds, those having legal authority to act for the Corporation, known as committees of the Board, and those that do not have that authority, known as advisory committees. Committees may be either standing or special. Members of all committees shall serve at the pleasure of the Board.
- (b) The Board of Directors shall have the power to prescribe the manner in which proceedings of any committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless these Bylaws, The Board or such committee shall otherwise provide, the regular and special meetings and other actions of any committee shall be governed by the provisions of Article V applicable to meetings and actions of the Board of Directors. Each committee of the Board shall keep regular minutes of its proceedings and shall report the same to the Board from time to time, as the Board of Directors may require.

Section 2.     Committees of the Board. Only directors may be appointed to committees of the Board. Each committee of the Board shall consist of three (3) or more Directors. The Board may designate one or more Directors as alternate members of any such committee, who may replace any absent member at any meeting of the committee. Committees of the Board include the Executive Committee and Finance Committee.

Executive Committee: The Executive Committee is made up of the Board Chair, the Board Vice-Chair, the Board Secretary and the Board Treasurer and one (1) other member of the Board. The Executive Committee may act on behalf of the Board between

regular Board meetings except they are not permitted to do the following: amend the articles or bylaws; dissolve the corporation; dismiss or elect new Board members or officers; hire or fire the chief executive; enter into major contracts or sue another entity;

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change a board approved budget in excess of their existing authority; or, adopt or eliminate major programs.

Finance Committee: The work of the Finance Committee is conducted by the Executive Committee as part of Executive Committee meetings. The role of the Finance Committee (Executive Committee) is to recommend policies that protect the organization's assets, reviews the annual budget, monitors financial reports prepared by staff, oversees the annual audit(s), governs the management of investments, makes recommendations to the full Board for approval, and works to make sure the organization is in good financial health.

Section 3. Standing Committees: Standing committees shall consist of such committees as the Board may authorize from time to time. Each such committee shall stand discharged when a new committee is appointed for the same task. Standing committee membership may consist of directors only or directors and non-directors. Members of standing committees shall be appointed by the Chair of the Board of Directors. Each such committee shall establish its rules for the conduct of its affairs, shall establish its duties and purposes, and shall perform such other duties as the Board may prescribe from time to time. Each of these committees will include a Committee Chair or co-Chairs. The role of any standing committees is to bring forth recommendations to the full Board Membership for consideration.

Section 4. Advisory Committees. The Board of Directors may appoint one or more advisory committees. Advisory committee membership may consist of directors only, directors and non-directors, or non-directors only. The chair of advisory committees shall be appointed by the Board of Directors of the Corporation.

Section 5. Term of Office. The chair and each member of a standing committee shall serve until the next election of directors and until his or her successor is appointed, or until such committee is terminated, or until he or she is removed, resigns or otherwise ceases to qualify as a member of the committee. The chair and each member of a special committee shall serve for the life of the committee unless they are removed, resign, or cease to qualify as members of such committee.

Section 6. Quorum Meetings. Each committee shall meet as often as necessary to perform its duties, at such times and places as directed by its chairman or by the Board of Directors and in compliance with the Government-in-the Sunshine Law. A majority of the members of a committee shall constitute a quorum.

The act of a majority of the members present at the meeting at which a quorum is present shall be the act of the committee. Each committee of the Board shall keep accurate minutes of its meetings, the chair designating a secretary of the committee for this purpose, and shall make periodic reports and recommendation to the Board of Directors.

Section 7. Vacancies. Vacancies on any committee may be filled for the unexpired portion of the term in the same manner as provided in the case of original appointments.

Section 8. Conflict of Interest. The Board, through a committee designated for that purpose, shall require not less frequently than once a year a statements from each director setting forth all business and other affiliations which relate in any way to the business of the Corporation.

ARTICLE VIIndemnification and Insurance

Section 1. Right of Indemnity. To the fullest extent permitted by law, this Corporation shall indemnify its directors, officers, employees, and agents, including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any proceedings whether civil, criminal, administrative or investigative, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was acting in such capacity.

Section 2. Approval of Indemnity. On written request to the Board by any person seeking indemnification, the Board shall promptly determine whether the applicable standard of conduct has been met and, if so, the Board shall authorize indemnification.

Section 3. Insurance. The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against that liability under the provision of this Article.

ARTICLE VII  
General Provisions

Section 1. Voting Shares. The Corporation may vote any and all shares or memberships held by it in any other corporation by such officer, agent or proxy as the Board of Directors may appoint, or, in the absence of any such appointment, by the Chair, the Executive Director, the Secretary or the Treasurer. In such case, such officers or any of them similarly may appoint a proxy to vote said shares.

Section 2. Check, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Corporation, and any and all securities owned or held by the Corporation requiring signatures for transfer, shall be signed or endorsed by such person or persons and in such manner as from time to time, shall be determined by the Board of Directors.

Section 3. Inspection of Corporate Records. The Corporation shall keep at its principal business office, the originals or copies of its Articles of Incorporation and Bylaws, as amended or otherwise altered to date, certified by its Secretary; written minutes of the meetings of its Board of Directors, and any committees of the Board; its books and records of account; and all other books, records and documents of the Corporation.

Section 4. Endorsement of Documents; Contracts. Any note, mortgage, evidence of indebtedness, contract, conveyance or other instruments in writing, and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by the Chair, the Executive Director, the Secretary, or the Treasurer, shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officer(s) had no authority to execute the same. Any such instrument may be signed by any other officers, agents or employees and in such manner as shall from time to time be determined by the Board or Directors and, unless so authorized by the Board of Directors no officer, agent or employee shall not have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 5. Conflict of Interest and Related Party Transactions. The Corporation, through its Board of Directors, shall promulgate, from time to time a written conflict of interest and related party transaction policies, according to the current law then in effect, to be adhered to by its offices, directors, employees, and agents, and which includes guidelines for the resolution of existing or apparent conflicts of interest and/or related party transactions.

Section 6. Dissolution. The Corporation may be dissolved only with authorization by its Board of Directors given at a special meeting called for that purpose and with subsequent approval by a two-thirds (2/3) vote. Upon dissolution or termination of the Corporation, all remaining assets, after payment in full of all its debts, obligations, and necessary final expenses, or after the making of adequate provision therefore, shall be distributed to organizations operated exclusively for charitable, and/or educational purposes as shall at the time qualify as an exempt organization under 501(c)(3) of the Internal Revue Code and/or an instrumentality of a local government.

Section 7. Fiscal Year. The fiscal or business year of the Corporation shall be July 1 through June 30.



ARTICLE VIII

Amendments

Section 1. Amendment. New bylaws may be adopted, or these Bylaws may be amended, modified or repealed by the Board of Directors of the Corporation; provided, however, that any amendment shall be consistent with the terms set forth in the Agreement between the Corporation and the Florida Office of Early Learning. All amendments to the Articles of Incorporation and/or Bylaws will be noticed to the Florida Office of Early Learning as an amendment to the Coalition's Plan.

Section 2. Record of Amendments. Any amendment or alteration in these Bylaws shall be forthwith filed with the original Bylaws of the Corporation.

CERTIFICATION OF SECRETARY

I the undersigned do hereby certify:

1. That I am the duly elected and acting secretary of the Hillsborough County School Readiness Coalition Inc. D/B/A Early Learning Coalition of Hillsborough County Inc, a Florida nonprofit corporation; and

2. That the forgoing revised Bylaws, consisting of twelve (12) pages, exclusive of cover sheet and table of contents, constitute the Bylaws of said corporation as duly adopted the Board of Directors on June 9, 2014

IN WITNESS WHEREOF, I have executed this Certificate as of this 9th day of June 2014.

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Robert H. Buesing, Esq., Secretary

Record of Amendments:  
Amended 06-09-2014

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**ACTION****ITEM III.C.**

3/7/16 Special Board Meeting

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<b>ISSUE:</b>	EFFECTIVENESS OF CURRENT SERVICE DELIVERY MODEL (PROVIDER CONTRACTING PROCESS AND CHILD CARE RESOURCE AND REFERRAL)
<b>FISCAL IMPACT:</b>	Reduce Contractor's VPK budget by up to \$126,912.
<b>FUNDING SOURCE:</b>	VPK
<b>RECOMMENDED ACTION:</b>	Transition SR and VPK contracting services and Child Care Resource and Referral Services beginning March 2016.

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**Background:**

At the October 13, 2015, staff recommended the formation of a Task Force comprised of Board members to develop a plan to include (but not limited to) the following:

- Ensure services provided by the Coalition and/or its subcontractors are delivered in accordance with Florida Statute, Florida Administrative Code, Term & Conditions of the Grant Agreement with the Office of Early Learning;
- Examine opportunities to integrate and streamline processes; and
- Identify long-term cost saving strategies that will increase funds for high quality direct services and supports for children.

The Task Force held its first meeting on November 2, 2015 following the Board's Retreat. As a result of that meeting, the Task Force made a recommendation at the December 14, 2015 Board meeting to transition SR and VPK contracting services and Child Care Resource and Referral Services to the Coalition beginning January 1, 2016. Since several members of the Board raised concerns regarding the issue, the recommendation was tabled. The Chair appointed additional members to the Task Force. The Task Force held three (3) subsequent meetings. However, the Task Force could not come to consensus on a recommendation regarding the issue for presentation to the full ELCHC Board.

**Current Situation**

The Office of Early Learning requires coalitions to execute contracts with providers to deliver both the School Readiness and Voluntary Prekindergarten Programs. These contracts are state-wide agreements developed by the Office of Early Learning and must be in place with providers prior to issuing payments for SR and/or VPK services.

Therefore contracts for FY 2017 must be executed with School Readiness providers prior to June 30, 2016 to maintain continuity of care for children and families. Since VPK services typically begin in August, the statewide provider agreement will need to be in place by July 1, 2016 for providers that desire prepayment. For providers who do not wish to receive pre-payment, contracts need to be issued prior to the individual provider's VPK start date.

- (1) The Coalition currently contracts with the School District of Hillsborough County to review the documents submitted by child care programs who wish execute a contract for the delivery of School Readiness services. Upon review by ELCHC staff, eighty-six

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percent (86%) of the contracts processed for FY 2016 by the subcontractor had deficiencies. In order to meet the monitoring requirements established by the Office of Early Learning, one hundred percent (100%) of the contracts must adhere to the requirements established in F.A.C 6M-4.610. Any deficiencies in the Statewide Provider Agreement and/or supporting documentation noted during the annual OEL Accountability Monitoring will result in a finding to the Coalition.

Coalition staff began reviewing the SR provider contracts in July 2015. SDHC was contacted regarding errors/deficiencies that were found beginning in July 2015. On September 21, 2015, ELCHC and SDHC staff met to discuss the provider contract issues. ELCHC requested that SDHC correct all center-based contracts by October 30, 2015. No corrected contracts were received on October 30, 2015; SDHC did not request an extension.

On October 16, 2015, ELCHC contacted SDHC regarding the two hundred and thirty-four (234) family child care home contracts with deficiencies. ELCHC staff notified SDHC that corrected contracts needed to be received at the Coalition office by November 20, 2015. No contracts were delivered prior to close of business on that date. Fifty-five (55) contracts were delivered to the Coalition on November 23, 2015.

On December 4, 2015, ELCHC staff again contacted SDHC and stated that **all** revised/corrected contracts needed to be submitted to the Coalition by December 4, 2015. The majority of contracts were received after December 4, 2015 and prior to December 31, 2015. The remaining contracts were submitted to the Coalition on January 8, 2016.

- (2) In 2013, the Office of Early Learning instructed the Coalition to assume the responsibility for reviewing and approving all the required documentation supporting SDHC's applications for the delivery of the VPK services as a result of deficiencies in the Subcontractor's processing of Voluntary Prekindergarten contracts for SDHC elementary schools. Currently ELCHC staff reviews and approves all application/contract documents for all SDHC VPK sites.
- (3) The Provider Portal is expected to go live in March. This web-based portal will allow providers to complete both SR & VPK Statewide Provider agreements as well as upload all supporting documentation. ELCHC staff has been responsible for working with the developer and testing the site with child care providers. In addition, ELCHC staff has developed training materials to support implementation of the Provider Portal.
- (4) Under the current service delivery model, the Coalition has limited contact with the end-users of its services (families and providers). As a result, the majority of families and providers believe that the School District is responsible for the administration of all services that the Coalition is legislative mandated to provide.

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At the February 22, 2016 Service Delivery & Efficiency Task Force Meeting:

***Board Chair Patel made a motion to bring the option of a long term community plan to the Board of Directors as well as a recommendation for transition of [School Readiness and VPK contracting and Child Care Resource and Referral] services with the caveat that the Coalition and the School District develop a plan for handing off services. Cindy Rodriguez made a second. Joe McElroy, Luke Buzard, Mary Hancock, Cynthia Rodriguez, Aakash Patel, and Angela Chowning voted to approve the motion. Kelley Parris, Dr. Shawn Robinson, Sally Harris, and Tracey Brown opposed. The motion carried.***

#### **Staff Recommendations:**

1. Transfer all responsibilities for SR and VPK contracting (including EFS data entry) to Coalition staff for FY 2017.
2. Assume responsibility for all VPK child eligibility determinations. Transfer responsibility for all EFS data entry of VPK applicants to ELCHC staff.
3. Transfer CCR&R services for the general public (information/referral and outreach and wait list management) to the Coalition effective July 1, 2016. The Subcontractor would maintain the responsibility of providing information and referral to School Readiness families during the intake and eligibility process.

If the recommendation is approved, the Contractor's VPK budget would be reduced by up to \$126,912 prior to June 30, 2016. Staff is not recommending a reduction of the SR budget prior to June 30, 2016. Any funds not needed to support the Contractor's operating costs would be directed to child care slots. Budget realignment for the School Readiness Program would be address during the FY 2017 funding allocation process.

In order to prepare for the potential change in service delivery model for contracting and CCR&R, ELCHC has completed the following tasks:

- Developed a draft SR & VPK Contracting Manual
- Developed a draft Provider Portal Manual
- Developed Provider Portal training materials
- Conducted Provider Portal Testing with ELCHC staff
- Conducted Provider Portal Testing with Child Care Providers
- Developed Internal QA/QI process for contracts

Additional information regarding proposed changes to staffing and budget is attached.

## **Budget Narrative/Assumptions**

### **Early Learning Coalition of Hillsborough County**

In preparing this budget and the related processes, coalition staff carefully considered what will be needed to meet the expected outcomes for contracting and CCR&R but remaining as good stewards of these funds.

The fiscal year 2016 and 2017 budgets for Contracting and CCR&R is based on the following assumptions

#### **Personnel**

- The full time equivalent (FTE) figures are based on the number of hours a full time employee would work during the fiscal year.
  - Any total FTE of less than 1 represents the amount that employee is expected to work during the fiscal year, in proportion to a full time position.
- Four contract positions would be filed in March if the transition plan is approved by the board
  - These positions would be responsible for provider contract processing and monitoring.
  - Filling these positions in March would ensure the FY 2017 SR contracts are processed and executed by July 1, 2016 and VPK contracts are executed by August 1, 2016.
- The CCR&R and Waitlist Management positions would be filled in May if the transition plan is approved by the board.
  - Staff must be certified by OEL to perform CCR&R functions.
  - Hiring in May provides time to ensure these staff are certified in CCR&R prior to July 1, 2016.
  - The costs for these 4 positions is budgeted 100% in School Readiness
- The VPK family specialist and data entry positions would be hired in March if the transition plan is approved by the board.
  - These positions would be available to assist with VPK enrollment as well as contract processing.
- The receptionist position would allow the coalition to enhance its customer service.

#### **Other Operating**

- Professional Service/IT support is based on number \$95/FTE per month.
- Printing/reproduction is based on 2015 expenditures.
- Occupancy is calculated based on a full service lease @ \$17.57/sq ft for a 3,200 sq ft office.
  - There is currently vacant office space at the coalition's offices at 6800 Dale Mabry Hwy.
- Office supplies are based on 2015 expenditures.
- Local travel is based on the average mileage expended by current VPK monitoring staff for FY 2015.
- Equipment is based on the purchase of laptops or desktops and related equipment.

### **School District of Hillsborough County**

In preparing this proposed budget reduction for both 2016 and 2017, coalition staff carefully considered the individual functions related to VPK enrollment and the corresponding FTE's. The budgets for those FTE's were identified for possible reduction. However, this was only the methodology coalition staff utilized to arrive at a figure for reduction. The final distribution and individual employee impact is, of course, up to the discretion of SDHC. The 2016 SDHC School Readiness operating budget will not be reduced by any of these proposed changes.

- Many of the School District's staff are allocated across multiple cost centers.
  - Results in partial FTE's with corresponding partial budget amount identified for reduction.
  - All positions, or portions thereof, related to VPK enrollment, with the exception of finance staff, were identified for reduction.
- The itemized other operating costs are those allocated to VPK enrollment.
- Coalition staff and SDHC staff met on February 16 to discuss the VPK and SR budgets.
  - Much of the discussion focused on VPK
  - Both parties agreed to indicate that the proposed 2016 SDHC VPK budget reduction would not exceed \$126,912.
  - This figure may be lowered based on the Coalition board's decision on March 7.
  - Due to the complexities of the School Readiness budget, both parties agreed to include any reduction as part of the contract negotiations for 2017.

**Proposed Budget for Contracting & CCR&R  
Early Learning Coalition of Hillsborough County  
Fiscal Year 2016**

<b>Personnel</b>	<b>SR</b>		<b>VPK</b>		<b>Total</b>
	<b>Budget</b>	<b>FTE</b>	<b>Budget</b>	<b>FTE</b>	
Provider contract monitoring	7,020	0.20	4,680	0.13	11,700
Provider contract monitoring	7,020	0.20	4,680	0.13	11,700
Provider contract processing	7,020	0.20	4,680	0.13	11,700
Provider contract processing	7,020	0.20	4,680	0.13	11,700
CCR&R Manager	6,175	0.17			6,175
CCR&R Specialist	5,525	0.17			5,525
CCR&R--Outreach	4,875	0.17			4,875
Waitlist Mgmt	14,625	0.17			14,625
VPK Family specialist	-		9,100	0.33	9,100
Receptionist	4,680	0.20	3,120	0.13	7,800
Data Entry/Prov Updates Spec.(Temps)	2,730	0.10	1,820	0.07	4,550
Data Entry/Prov Updates Spec.(Temps)	2,730	0.10	1,820	0.07	4,550
Data Entry/Prov Updates Spec.(Temps)	2,730	0.10	1,820	0.07	4,550
Data Entry/Prov Updates Spec.(Temps)	2,730	0.10	1,820	0.07	4,550
Data entry/enrollment (6 mos term)			3,900	0.17	3,900
Data entry/enrollment (6 mos term)			3,900	0.17	3,900
<b>Total Salaries</b>	<b>74,880</b>	<b>2.07</b>	<b>46,020</b>	<b>1.58</b>	<b>120,900</b>
Benefits	32,947		16,817		49,764
<b>Total Salaries w/ Benefits</b>	<b>107,827</b>		<b>62,837</b>		<b>170,664</b>
<b>Other Operating</b>					
Prof Svc-IT Support	570		380		950
Printing/Reproduction	500		250		750
Occupancy	11,554		7,702		19,256
Office Supplies	1,830		1,637		3,467
Local Travel	1,200		800		2,000
Equipment	5,000		3,000		8,000
<b>Total Other Operating</b>	<b>20,654</b>		<b>13,769</b>		<b>34,423</b>
<b>Grand total</b>	<b>128,481</b>		<b>76,606</b>		<b>205,087</b>



**Summary of Proposed Budget Reduction**  
**School District of Hillsborough County**  
**Fiscal Year 2016**

<u>Personnel</u>	<u>SR</u>		<u>VPK</u>	
	<u>Budget</u>	<u>FTE</u>	<u>Budget</u>	<u>FTE</u>
Coordinator/Manager			2,238	0.04
Secretary			103	0.01
Custodian			129	0.01
Manager I			11,597	0.33
Clerk IV			993	0.03
Control Clerk			9,121	0.33
Clerk III			7,907	0.33
Clerk III			9,190	0.33
Clerk III			7,641	0.33
Clerk III			7,641	0.33
Clerk III			8,775	0.33
Clerk III			7,794	0.33
Programer/Analyst			2,008	0.03
Seasonal Assistance			3,822	
Overtime			3,000	
<b>Total Salaries</b>	-		78,960	
Benefits	-		<u>24,478</u>	
<b>Total Salaries w/ Benefits</b>	-		<b>106,437</b>	<b>2.78</b>
 <b><u>Other Operating</u></b>				
Temp Employment			1,667	
Printing/Reproduction			333	
Repairs and maintenance			457	
Occupancy			13,267	
Postage			95	
Rentals			607	
Office Supplies			1,333	
Communications			1,167	
Equipment			1,133	
Local travel			33	
Software & Licenses			383	
<b>Subtotal Other Operating</b>			<u>20,475</u>	
<b>Grand total (Reduction will not exceed)</b>			<b><u>126,912</u></b>	

03/07/2016 Regular Board Meeting

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**ISSUE:** FINANCE REPORT as of **January 31, 2016**

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**School Readiness**

School Readiness (SR) expenditures for July 2015 through January 2016 were \$24,022,819. This is a total of OEL SR (\$23,202,385) and CBHC SR Match (\$820,434). The direct services (slots) portion is \$19,791,537. Due to low enrollment, child care slots expenditures are projected to be approximately \$2,500,000, including CCPP, under budget by the end of the fiscal year. Enrollment goals have been put into place with the contractor to increase the number of children being served and reduce the projected surplus. Administrative costs were \$871,748, or 3.7% of total OEL SR expenditures which is below the mandated cap of 5%. Quality expenditures were \$1,987,950. Total operating costs, which include administrative, program support, and quality expenditures, were \$4,231,282, or 18.23% of total OEL SR expenditures. The mandated cap for operating costs is 22%.

**Voluntary Pre-kindergarten**

Voluntary Pre-kindergarten expenditures for July 2015 through January 2016 totaled \$16,549,773. The direct services (slots) portion is \$15,943,515. Enrollment for VPK is approximately 3.98% lower than budgeted. Administrative costs were 3.68% of direct services which is below the mandated cap of 4%. Enrollment activities, along with associated administrative costs, have remained relatively constant. The Coalition will continue to work to contain costs associated with VPK administrative activities.

**Quality Counts for Kids**

Expenditures in the Quality Counts for Kids program for July 2015 through January 2016 totaled \$1,207,650 while revenue was \$1,242,155, resulting in additional revenue YTD of \$34,505. The QCCK contract with CBHC is structured to allow up to 10% of total program expenditures to be invoiced as administrative costs that are not covered under direct program expenditures.

**General Fund**

Expenditures for the general fund, for July 2015 through January 2016 totaled \$234,596 while revenue was \$251,700. The Coalition currently has a surplus in this category of \$17,104. Activity in the General Fund is predominantly generated by a combination of the Tampa Bay Institute for Early Childhood Professionals (IECP) as well as the Ready Rosie initiative, which is funded by the grant from BOCC.

Early Learning Coalition of Hillsborough County

**Agency Wide**

Statement of Revenues and Expenditures

From 7/1/2015 Through 01/31/16

(In Whole Numbers)

	Current Year	YTD Budget -	Total Budget -	Percentage	Budget
	Actual	Revised	Revised	of Budget	Projected
				used to Date	Percentage to
					date
<b>Revenue</b>					
OEL School Readiness	23,202,385	24,671,123	43,151,425	53.77%	57.17%
OEL Voluntary Pre-K	16,549,773	17,640,690	28,798,839	57.47%	61.25%
CBHC Quality Counts for Kids	1,242,155	1,129,672	1,936,580	64.14%	58.33%
CBHC School Readiness Match	820,434	1,005,223	1,723,239	47.61%	58.33%
Hillsborough County	231,596	278,833	500,000	46.32%	0.00%
Other Community Programs	20,104	22,167	38,000	52.91%	58.33%
<b>Total Revenue</b>	<b><u>42,066,447</u></b>	<b><u>44,747,708</u></b>	<b><u>76,148,083</u></b>	<b>55.24%</b>	<b>58.76%</b>
<b>Program Expenditures</b>					
OEL School Readiness	22,279,400	23,769,102	41,611,428	53.54%	57.12%
CBHC School Readiness Match	820,434	1,005,223	1,723,239	47.61%	58.33%
OEL Voluntary Pre-K	16,293,055	17,380,292	28,352,442	57.47%	61.30%
CBHC Quality Counts for Kids	526,946	553,378	858,991	61.34%	64.42%
Other Program	96,250	102,083	500,000	19.25%	20.42%
<b>Total Program Expenditures</b>	<b><u>40,016,085</u></b>	<b><u>42,810,077</u></b>	<b><u>73,046,100</u></b>	<b>54.78%</b>	<b>58.61%</b>
<b>Coalition Operating Expenditures</b>					
Personnel	1,351,509	1,357,781	2,327,624	58.06%	58.33%
Occupancy	110,644	107,611	184,476	59.98%	58.33%
Professional Fees	62,497	24,832	42,569	146.81%	58.33%
Travel & Training	31,269	30,873	49,840	62.74%	61.94%
Quality Action Grants	159,147	157,075	269,271	59.10%	58.33%
Insurance	17,123	13,293	15,430	110.97%	86.15%
Technology	124,496	108,752	136,431	91.25%	79.71%
Educational Supplies	42,898	42,832	73,427	58.42%	58.33%
Office Supplies	28,570	13,728	23,534	121.40%	58.33%
Outreach	29,680	39,401	67,545	43.94%	58.33%
Printing/Binding	11,131	11,623	19,925	55.87%	58.33%
Other Operating	29,789	13,010	22,304	133.56%	58.33%
<b>Total Coalition Operating Expenditures</b>	<b><u>1,998,753</u></b>	<b><u>1,920,811</u></b>	<b><u>3,232,376</u></b>	<b>61.84%</b>	<b>59.42%</b>
<b>Total Expenditures</b>	<b><u>42,014,838</u></b>	<b><u>44,730,888</u></b>	<b><u>76,278,476</u></b>		
<b>Net Revenue Over Expenditures</b>	<b>51,609</b>				

Early Learning Coalition of Hillsborough County

**School Readiness**

Statement of Revenues and Expenditures

From 7/1/2015 Through 01/31/16

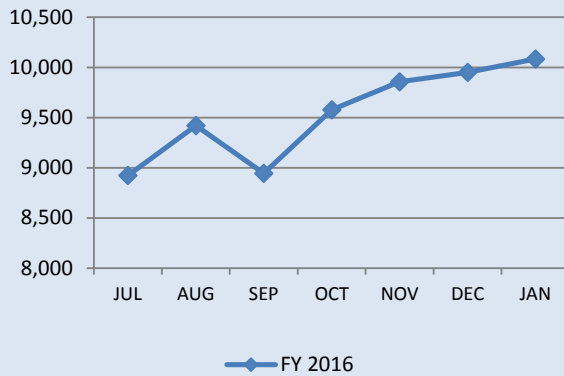
(In Whole Numbers)

	Current Year	YTD Budget -	Total Budget -	Percentage	Budget
	Actual	Revised	Revised	of Budget	Projected
				used to Date	Percentage to
					date
<b>Revenue</b>					
OEL School Readiness	23,202,385	24,671,123	43,151,425	53.77%	57.17%
CBHC School Readiness Match	820,434	1,005,223	1,723,239	47.61%	58.33%
<b>Total Revenue</b>	<b><u>24,022,819</u></b>	<b><u>25,676,346</u></b>	<b><u>44,874,664</u></b>	<b>53.53%</b>	<b>57.22%</b>
<b>Program Expenditures</b>					
<i>School Board of Hillsborough County</i>					
Operations	2,819,800	3,080,171	5,280,293	53.40%	58.33%
Direct Services (child care slots)	18,971,103	20,065,049	34,397,227	55.15%	58.33%
<i>Subtotal School Board of Hills County</i>	<i>21,790,903</i>	<i>23,145,220</i>	<i>39,677,520</i>	<i>54.92%</i>	<i>58.33%</i>
BOCC Child Care Licensing	471,767	617,694	1,058,904	44.55%	58.33%
Early Childhood Council	16,730	6,188	49,500	33.80%	12.50%
Unallocated	0	0	825,504	0.00%	0.00%
CBHC School Readiness Match	820,434	1,005,223	1,723,239	47.61%	58.33%
<b>Total Program Expenditures</b>	<b><u>23,099,834</u></b>	<b><u>24,774,324</u></b>	<b><u>43,334,667</u></b>	<b>53.31%</b>	<b>57.17%</b>
<b>Coalition Operating Expenditures</b>					
Personnel	791,539	800,510	1,372,303	57.68%	58.33%
Occupancy	28,907	27,557	47,240	61.19%	58.33%
Professional Fees	32,787	12,116	20,770	157.86%	58.33%
Travel & Training	3,543	910	1,560	227.10%	58.33%
Insurance	8,794	8,856	8,856	99.30%	100.00%
Technology	21,302	45,131	77,367	27.53%	58.33%
Office Supplies	15,689	4,475	7,671	204.53%	58.33%
Printing/Binding	4,590	233	400	1147.56%	58.33%
Other Operating	15,833	2,234	3,830	413.40%	58.33%
<b>Total Coalition Operating Expenditures</b>	<b><u>922,985</u></b>	<b><u>902,022</u></b>	<b><u>1,539,997</u></b>	<b>59.93%</b>	<b>58.57%</b>
<b>Total Expenditures</b>	<b><u>24,022,819</u></b>	<b><u>25,676,346</u></b>	<b><u>44,874,664</u></b>	<b>53.53%</b>	<b>57.22%</b>
<b>Net Revenue Over Expenditures</b>	<b>0</b>				

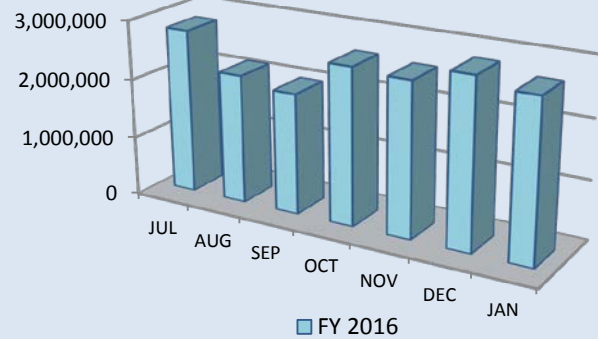
# INFORMATION PERFORMANCE REPORT - JANUARY 2016

SR SERVICE INFORMATION &  
SLOT EXPENDITURES

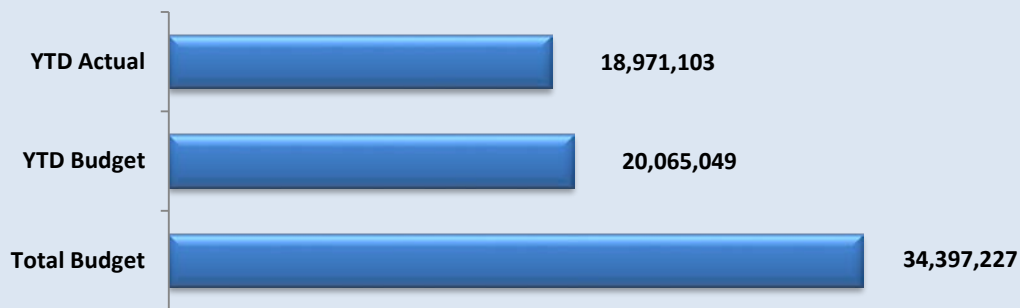
Children Served - School Readiness



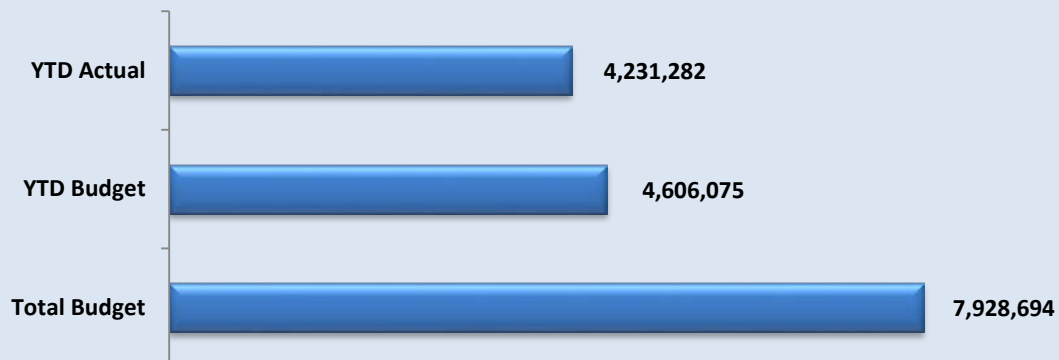
School Readiness Slot Expenditures



School Readiness Year-to-Date Slot Expenditures  
55.15% Expended



School Readiness Year-to-Date Operating Expenditures  
Operating Cap - 22% Year-to-Date Operating Expenditures - 18.23%



SR OPERATING EXPENDITURES

Early Learning Coalition of Hillsborough County

**Voluntary Prekindergarten (VPK)**

Statement of Revenues and Expenditures

From 7/1/2015 Through 01/31/16

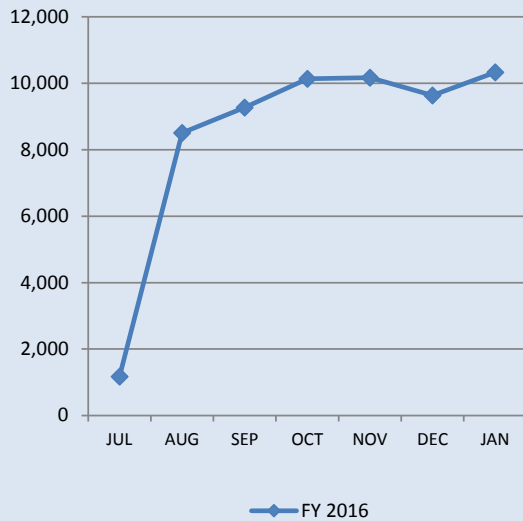
(In Whole Numbers)

	Current Year	YTD Budget -	Total Budget -	Percentage	Budget
	Actual	Original	Original	of Budget	Projected
				used to Date	Percentage to
					date
<b>Revenue</b>					
OEL Voluntary Pre-K	16,549,773	17,640,690	28,798,839	57.47%	61.25%
<b>Total Revenue</b>	<b><u>16,549,773</u></b>	<b><u>17,640,690</u></b>	<b><u>28,798,839</u></b>	<b>57.47%</b>	<b>61.25%</b>
<b>Program Expenditures</b>					
<i>School Board of Hillsborough County</i>					
Operations	341,541	330,522	566,609	60.28%	58.33%
Direct Services	15,943,515	17,049,770	27,763,833	57.43%	61.41%
<i>Subtotal School Board of Hills County</i>	<i>16,285,056</i>	<i>17,380,292</i>	<i>28,330,442</i>	<i>57.48%</i>	<i>61.35%</i>
Early Childhood Council	7,999	0	22,000	36.36%	0.00%
<b>Total Program Expenditures</b>	<b><u>16,293,055</u></b>	<b><u>17,380,292</u></b>	<b><u>28,352,442</u></b>	<b>57.47%</b>	<b>61.30%</b>
<b>Coalition Operating Expenditures</b>					
Personnel	193,254	196,895	337,535	57.25%	58.33%
Occupancy	16,558	15,934	27,316	60.62%	58.33%
Professional Fees	21,659	8,121	13,921	155.59%	58.33%
Travel & Training	2,864	3,500	6,000	47.73%	58.33%
Insurance	4,438	2,993	5,130	86.51%	58.33%
Technology	10,069	16,679	28,592	35.22%	58.33%
Educational Supplies	0	175	300	0.00%	58.33%
Office Supplies	1,905	2,214	3,796	50.18%	58.33%
Outreach	339	2,917	5,000	6.77%	58.33%
Printing/Binding	2,582	8,108	13,900	18.58%	58.33%
Other Operating	3,050	2,862	4,907	62.17%	58.33%
<b>Total Coalition Operating Expenditures</b>	<b><u>256,718</u></b>	<b><u>260,398</u></b>	<b><u>446,397</u></b>	<b>57.51%</b>	<b>58.33%</b>
<b>Total Expenditures</b>	<b><u>16,549,773</u></b>	<b><u>17,640,690</u></b>	<b><u>28,798,839</u></b>	<b>57.47%</b>	<b>61.25%</b>
<b>Net Revenue Over Expenditures</b>	<b>(0)</b>				

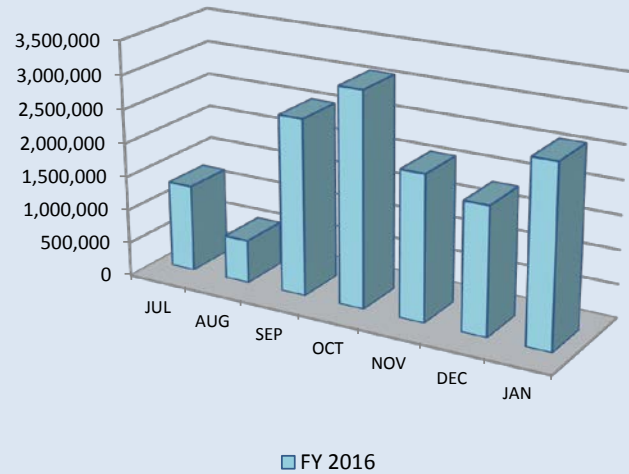
## INFORMATION PERFORMANCE REPORT - JANUARY 2016

### VPK SERVICE INFORMATION & SLOT EXPENDITURES

Children Served - VPK

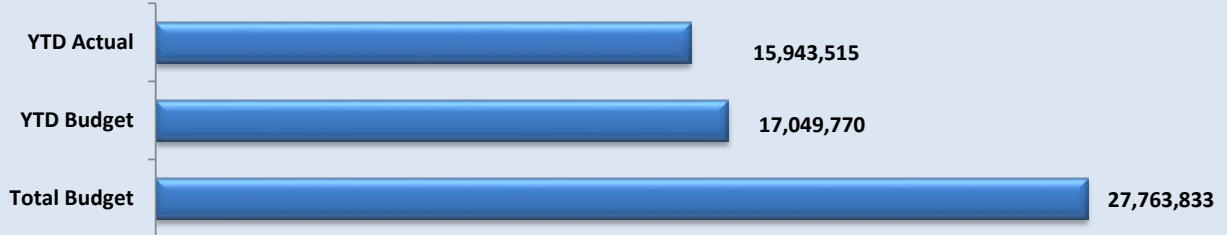


Voluntary Prekindergarten Slot Expenditures



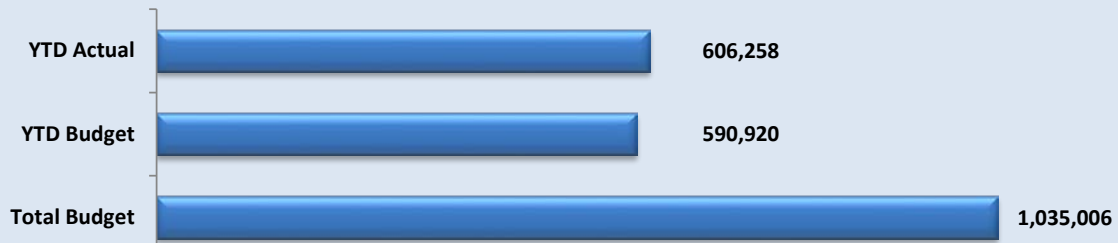
VPK Year-to-Date Slot Expenditures

57.43% Expended



VPK Year-to-Date Administrative Expenditures

Cap - 4% YTD 3.68%



### VPK ADMINISTRATIVE EXPENDITURES

Early Learning Coalition of Hillsborough County

**CBHC Quality Counts for Kids**

Statement of Revenues and Expenditures

From 7/1/2015 Through 01/31/16

(In Whole Numbers)

	Current Year	YTD Budget -	Total Budget -	Percentage	Budget
	Actual	Revised	Revised	of Budget	Projected
				used to Date	Percentage to
					date
<b>Revenue</b>					
CBHC Quality Counts for Kids	1,242,155	1,129,672	1,936,580	64.14%	58.33%
<b>Total Revenue</b>	<b><u>1,242,155</u></b>	<b><u>1,129,672</u></b>	<b><u>1,936,580</u></b>	<b>64.14%</b>	<b>58.33%</b>
<b>Program Expenditures</b>					
Champions for Children	98,269	102,646	175,964	55.85%	58.33%
Early Childhood Council	130,498	126,662	217,134	60.10%	58.33%
Hillsborough Community College	125,519	125,519	125,519	100.00%	100.00%
University of South Florida	172,660	198,551	340,374	50.73%	58.33%
<b>Total Program Expenditures</b>	<b><u>526,946</u></b>	<b><u>553,378</u></b>	<b><u>858,991</u></b>	<b>61.34%</b>	<b>65.39%</b>
<b>Coalition Operating Expenditures</b>					
Personnel	329,299	342,900	587,829	56.02%	58.33%
Occupancy	65,179	64,120	109,920	59.30%	58.33%
Professional Fees	8,051	4,596	7,878	102.19%	58.33%
Travel & Training	13,419	10,663	18,280	73.41%	58.33%
Quality Action Grants	159,147	157,075	269,271	59.10%	58.33%
Insurance	3,891	1,444	1,444	269.50%	100.02%
Technology	47,963	17,776	30,472	157.40%	58.33%
Educational Supplies	42,898	19,324	33,127	129.49%	58.33%
Office Supplies	5,016	2,377	4,075	123.10%	58.33%
Outreach	350	4,401	7,545	4.64%	58.33%
Printing/Binding	3,438	2,990	5,125	67.08%	58.33%
Other Operating	2,054	3,831	6,567	31.27%	58.33%
<b>Total Coalition Operating Expenditures</b>	<b><u>680,704</u></b>	<b><u>631,496</u></b>	<b><u>1,081,533</u></b>	<b>62.94%</b>	<b>58.39%</b>
<b>Total Expenditures</b>	<b><u>1,207,650</u></b>	<b><u>1,184,874</u></b>	<b><u>1,940,524</u></b>	<b>62.23%</b>	<b>61.06%</b>
<b>Net Revenue Over Expenditures</b>	<b>34,505</b>				



Early Learning Coalition of Hillsborough County

**General**

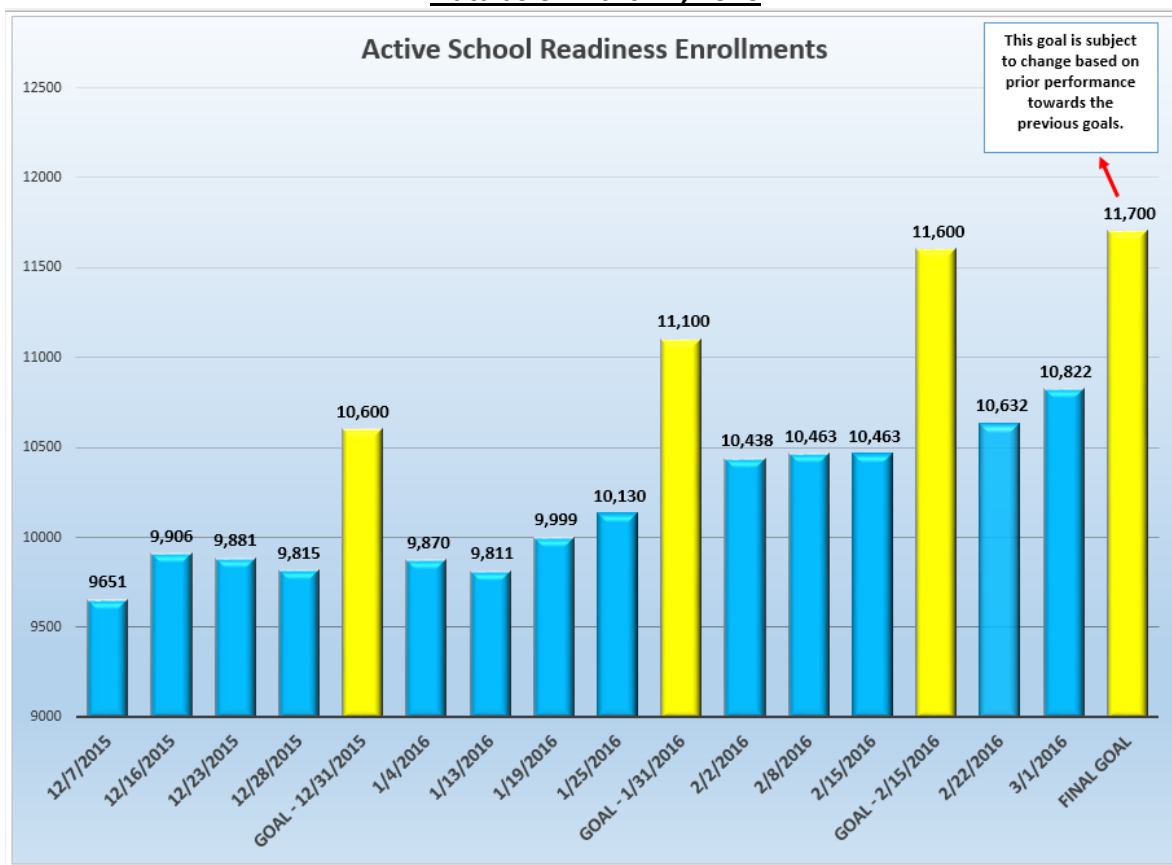
Statement of Revenues and Expenditures

From 7/1/2015 Through 01/31/16

(In Whole Numbers)

	Current Year	YTD Budget -	Total Budget -	Percentage	Budget
	Actual	Original	Original	of Budget	Projected
				used to Date	Percentage to
					date
<b>Revenue</b>					
Hillsborough County BOCC	231,596	278,833	478,000	48.45%	0.00%
Other Community Programs	20,104	22,167	38,000	52.91%	58.33%
<b>Total Revenue</b>	<b><u>251,700</u></b>	<b><u>301,000</u></b>	<b><u>516,000</u></b>	<b>48.78%</b>	<b>58.33%</b>
<b>Program Expenditures</b>					
School Readiness	0	0	102,100	0.00%	0.00%
Community Initiatives	96,250	102,083	175,000	55.00%	58.33%
<b>Total Program Expenditures</b>	<b><u>96,250</u></b>	<b><u>102,083</u></b>	<b><u>277,100</u></b>	<b>34.73%</b>	<b>36.84%</b>
<b>Coalition Operating Expenditures</b>					
Personnel	37,416	17,475	29,957	124.90%	58.33%
Travel & Training	11,444	15,800	24,000	47.68%	65.83%
Technology	45,162	29,167	50,000	90.32%	58.33%
Educational Supplies	0	23,333	40,000	0.00%	0.00%
Office Supplies	5,960	4,662	7,992	74.57%	58.33%
Outreach	28,991	32,083	55,000	52.71%	58.33%
Printing/Binding	521	292	500	104.24%	58.33%
Other Operating	8,852	4,083	7,000	126.46%	58.33%
<b>Total Coalition Operating Expenditures</b>	<b><u>138,346</u></b>	<b><u>126,895</u></b>	<b><u>214,449</u></b>	<b>64.51%</b>	<b>59.17%</b>
<b>Total Expenditures</b>	<b><u>234,596</u></b>	<b><u>228,979</u></b>	<b><u>491,549</u></b>	<b>47.73%</b>	<b>46.58%</b>
<b>Net Revenue Over Expenditures</b>	<b>17,104</b>				

**Data as of March 1, 2016**

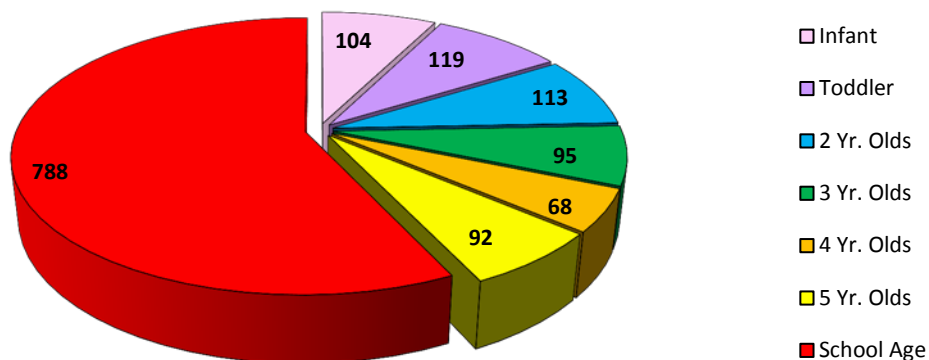


The goals are based the level of expenditures needed to prevent a lapse of School Readiness funds. Current enrollments are still significantly lower than the goals needed to minimize potential lapse of funding by year end.

**SR Wait List Children by Care Level**

Total = 1,379 in EFS State Database

\* Does not include 191 pending determination on OEL Family Portal



Staff resources: N. Metsker References: EFS database, Atlas VPK Online Database, and OEL Family Portal SR WL.

### **ELC Provider Portal**

The Provider Portal is a secure web-based solution developed by Bluejeanware, Inc. and is currently in use by providers in 9 other Early Learning Coalition service areas. The system is a hosted solution which backs up nightly. ELCHC staff upload provider and child data from the State EFS database every week day and the system automatically integrates the updated information nightly. The Provider Portal will reflect data that is in EFS from the previous day.

The Hillsborough County Provider Portal allows child care providers with internet access a secure way to share information as well as the ability to:

- Submit their School Readiness and/or VPK agreements electronically
- Submit and/or update their Child Care Resource & Referral Provider Update Form (PUF)
- Track and Submit Attendance for both SR and VPK
- Allows providers to maintain sign-in/sign-out sheets to support reimbursement
- Securely message and/or receive messages within the system
- Complete online Ages & Stages Questionnaires (ASQ's and ASQ-SE) online
- Creates a parent letter in English and Spanish regarding the results of the ASQ screening
- Allows the providers to maintain and track required contract documents
- Informs providers when their documents are expiring
- Informs providers when recertifications for their children are due

The information for each provider is secure and can only be viewed after entering a unique ID and password.

The provider portal system automatically saves data entered on all forms. In addition, the portal notifies the user which required fields have not yet been completed. On the agreement forms (contracts) the save feature provides a list of all incomplete required fields specific to each page and section of the agreement to ensure that the entire form is complete prior to submission.

The Provider Portal will “go live” in March. The ELC is planning a soft launch to ensure that providers and staff are comfortable and successful with the Provider Portal. Given the size and the varying capabilities of the provider community to implement technology-based applications, **ELC does not** plan on requiring all providers to start using the Provider Portal this year.

However, in anticipation of the implementation of the portal, Coalition staff have been offering “Technology Tuesdays” to help providers become more proficient in basic computer use. Additionally, the plan that is under development would be a multi-pronged effort since not only will the child care community need to be trained, but ELCHC staff will also need to train staff at the School District of Hillsborough County to use the portal to handle provider payment processing, ASQ’s and ASQ-SE’s, etc.

The ELC will make computers and scanners available during office hours for providers to use as needed. Providers that need assistance will be offered opportunities to go to live trainings, online trainings and if needed can call for an appointment to get assistance one-on-one.

*Staff resources: N. Metsker References: Bluejeanware Provider Portal.*



### Emergency Preparedness plan

BlueJean Software Inc has a multi-tier emergency preparedness plan. We have partnered with our sister company PC Depot to make sure our infrastructure can stand multiple levels of disaster and we have a plan of what to do in case of disaster.

We believe that preventing an emergency is the best way to avoid a disaster. We have redundancy in place to prevent being affected by most disasters in Miami-Dade County.

### Infrastructure

#### **Data Centers**

Our servers are co-located in Miami and now AUSTIN TEXAS. We mirror the sites and databases daily from Miami (our primary site) to our secondary data center located in TEXAS. Our primary site is protected from Cat-5 or less hurricanes by being housed in the Colohouse Key Data Center in Miami-Dade. The data center has two FPL feeds, ample generator capacity, and it is protected from the elements in this multi-million dollar facility.

In the case of failure of the main site, our backup strategy involves changing the Domain Name Services of the primary site's IP address and point it to the secondary or backup IP address.

#### **Phone system**

Our phone system is based on VOIP and the main phone switch is located in Miami-Dade. Our backup switch is located in Austin Texas. If the main phone switch fails, we transparently switch to the back up site. If all fails, we have network diverse mobile phones.

### In case of a disaster (declared by the Miami-Dade Office of Emergency Management)

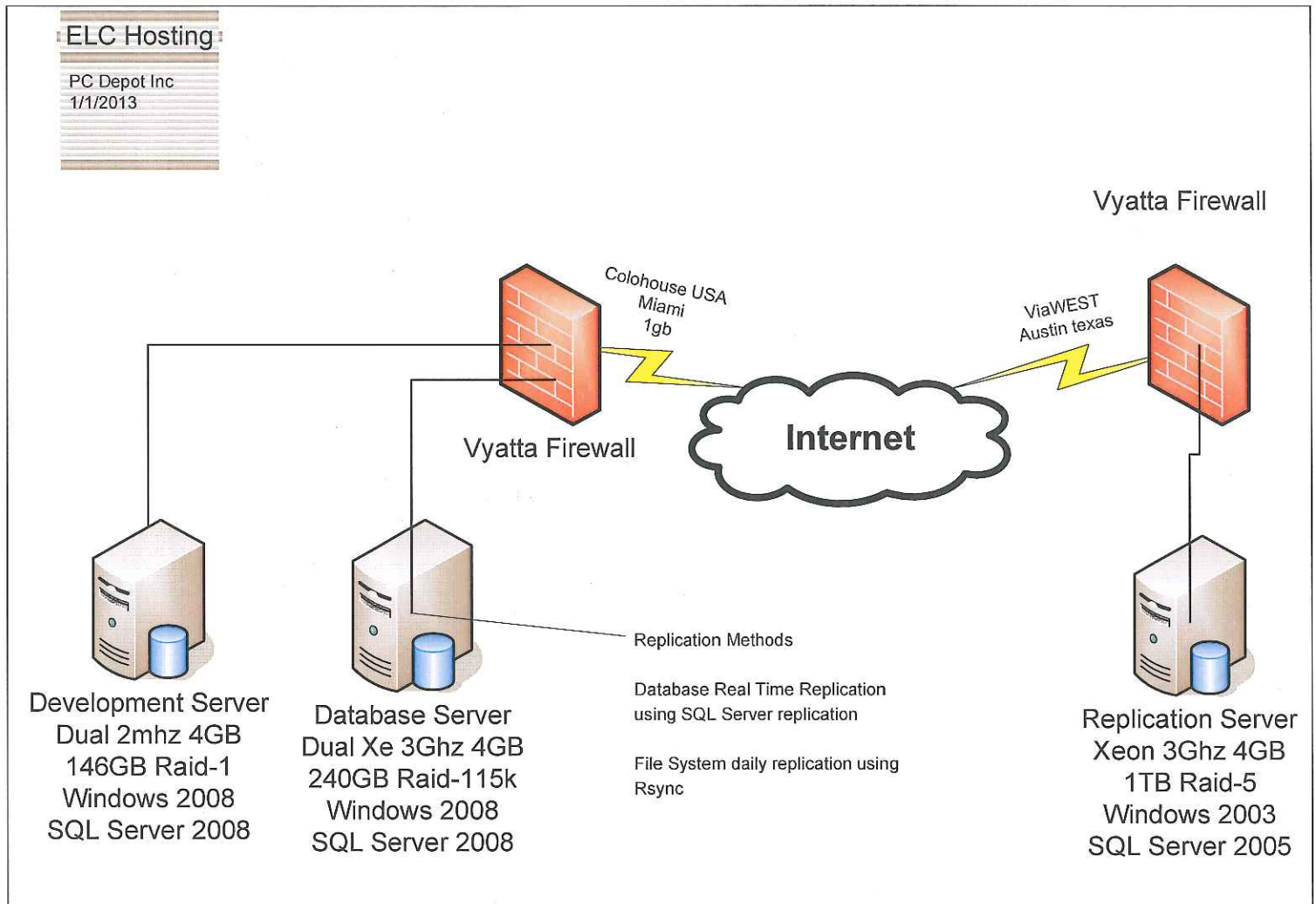
South Florida is subject to the threat of hurricanes and the power failures that come along with extreme tropical weather. If an emergency watch is in effect, we put the switchover preparation plan in place. We check the status of all the mirrors and correct any issues that might affect the switch over.

After the emergency is declared, if our servers are intact, we do nothing. If the primary servers are affected, we perform the switch over procedures.

The procedures switch the DNS ip addresses of all our servers to the backup site ip addresses. This will take anywhere from 1 to 48 hours to take effect across the Internet. After the switch over procedure is executed, the backup site becomes primary.

### Phone numbers

Support Line: 305-644-1119, Carlos Valdes: 305-606-0871, John Fiedler: 786-246-1739

Network Diagram

**INFORMATION****ITEM VII. C.**

03/07/2016 Special Board Meeting

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<b>ISSUE:</b>	Standard Terms & Conditions for OEL subcontracts
<b>FISCAL IMPACT:</b>	NA
<b>COST:</b>	NA
<b>FUNDING SOURCE:</b>	Office of Early Learning (OEL)

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**BACKGROUND:**

The attached Standard Terms and Condition language is required by OEL for all funding received by the Coalition from OEL. In turn, the Coalition is required to hold all subcontractors (School District, Hillsborough County Child Care Licensing, and Early Childhood Council) accountable to the same standards. Should OEL amend any language in the Standard Terms and Conditions during a given contract year, these changes are passed on to the subcontractors through contract amendments.

SCHOOL READINESS COALITION INC.  
D/B/A EARLY LEARNING COALITION OF HILLSBOROUGH COUNTY  
AGREEMENT

THIS agreement (the agreement) is between the Early Learning Coalition of Hillsborough County (ELCHC, the Coalition) and the School District of Hillsborough County (SDHC, the Contractor).

WHEREAS, the ELCHC is a statutorily-created entity designated with the responsibility of administration and implementation of a local comprehensive program of School Readiness (SR) Program services and the local administration of the Voluntary Pre-Kindergarten (VPK) Education Program; and

WHEREAS, the ELCHC desires to enter into an agreement with the SDHC for the provision of SR services;

NOW THEREFORE, in consideration of the premises set forth herein, ELCHC and the SDHC agree as follows-

A. Subrecipient Determination

The ELCHC has reviewed the criteria pursuant to 2 CFR §200.330, *Subrecipient and contractor determinations*, and determined the ELCHC is a subrecipient for purposes of this agreement. The SDHC acknowledges it is subject to federal audit requirements as specified in 2 CFR §200 Subpart F, *Audit Requirements*, and Florida Single Audit Act, s. 215.97, 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 - CCR&R Office Locations.
6. Exhibit VI - Listing of Reports.

C. Compliance with applicable laws and regulations

1. The SDHC shall comply with the following Federal laws and regulations in the course of performing services under this Grant Agreement –
  - 1.1. 2 CFR § 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - 1.2. 2 CFR § 25.110 – Central Contractor Registration (CCR) and Data Universal Number System (DUNS) Numbers.
  - 1.3. 45 CFR Part 75, Department of Health and Human Services Implementation of OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (aka 2 CFR§200).
  - 1.4 45 CFR part(s) 260-265 -TANF regulations (related to 2.3).
  - 1.5. Child Care Development Block Grant (CCDBG) Act of 2014 (Pub L 113-186); CCDBG Act of 1990, as amended 42 U.S.C. s. 9858 et.seq;



SCHOOL READINESS COALITION INC.  
D/B/A EARLY LEARNING COALITION OF HILLSBOROUGH COUNTY  
AGREEMENT

- 1.6. 45 CFR part 98 – CCDF- Final Rule.
- 1.7. 45 CFR part 99–Procedures for Hearings for the CCDF.
- 1.8. CCDF Discretionary Fund governing requirements-Title VI. Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 and subsequent amendments, codified at 42 USC 9858-9858, et seq.
- 1.9. CCDF Mandatory and Matching Funds -Section 418 of Title IV-A of the Social Security Act as amended by PRWORA, codified at 42 USC 618.
- 1.10. Other applicable requirements from the Code of Federal Regulations (USDHHS)-
  - 1.10.1. 45 CFR part 82- Drug-Free Workplace Act Common Rule.
  - 1.10.2. 45 CFR part 93–Byrd Anti-Lobbying Amendment Common Rule.
- 1.11. American Competitiveness and Corporate Accountability Act of 2002, aka the Sarbanes-Oxley Act (SOX) -
  - 1.11.1 Sections 802 and 1102, Prohibited from destroying documents while official proceedings are underway.
  - 1.11.2 Section 1107, Protection for whistleblowers (employees and other individuals).
2. The Contractor shall comply with the following State laws and regulations
  - 2.1. Chapter 1002, part V, Florida Statutes (F.S.) -Voluntary Prekindergarten Education Program (VPK).
  - 2.2. Chapter 1002, part VI, F.S. - School Readiness (SR) Program.
  - 2.3. Provisions related to SR of the current USDHHS-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 USDHHS-approved CCDF State Plan including all approved amendments or revisions, as administered by OEL.
  - 2.5. 6M-4, Florida Administrative Code (F.A.C.)- School Readiness Program Rules.
  - 2.6. 6M-8, F.A.C.- Voluntary Prekindergarten Education Program Rules.
  - 2.7. 6M-9, F.A.C.- Early Learning Coalitions Rules.
  - 2.8. Chapter 112, F.S., Public Officers and Employees-
    - 2.8.1. Section 112.061, F.S.-Per diem and travel expenses of public officers, employees and authorized persons.
    - 2.8.2. Section 112.313, F.S.-Standards of conduct for public officers, employees or agencies and local government attorneys.
    - 2.8.3. Section 112.3135, F.S.-Restriction on employment of relatives.
    - 2.8.4. Section 112.3143(l)(b), F.S.-Voting conflicts.
  - 2.9. Procurements-
    - 2.9.1 Section 215.971, F.S.-Agreements funded with federal or state assistance.
    - 2.9.2 Section 287.057, F.S.-Procurement of commodities or contractual services.
    - 2.9.3 Section 287.058, F.S.-Contract document.
  - 2.10. Chapter 119, F.S., Public Records.
    - 2.10.1 Section 119.01, F.S.-General state policy on public records.
    - 2.10.2 Section 119.07, F.S.- Public Records.
  - 2.11. Other state laws and regulations-

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- 2.11.1.** Section 11.062, F.S.- Use of state funds for lobbying prohibited; penalty.
- 2.11.2.** Section 17.04, F.S.- To audit and adjust accounts of officers and those indebted to the state.
- 2.11.3.** Section 20.052, F.S.- Advisory bodies, commissions, boards.
- 2.11.4.** Section 39.201, F.S. - Proceedings related to children.
- 2.11.5.** Section 39.604, F.S.- Rilya Wilson Act attendance and reporting responsibilities.
- 2.11.6.** Section 215.42, F.S.- Purchases from appropriations, proof of delivery.
- 2.11.7.** Section 215.422, F.S.- Payments, warrants and invoices; processing time limits; and dispute resolution.
- 2.11.8.** Section 215.97, F.S.- Florida Single Audit Act.
- 2.11.9.** Section 216.181, F.S.- Approved budgets for operations and fixed capital outlay.
- 2.11.10.** Section 216.301, F.S.- Appropriations; undisbursed balances.
- 2.11.11.** Section 216.345, F.S.- Professional or other organization membership dues; payment.
- 2.11.12.** Section 216.347, F.S.- Disbursement of grants and aids appropriations for lobbying prohibited.
- 2.11.13.** Section 252.365, F.S.- Emergency coordination officers; disaster-preparedness plans.
- 2.11.14.** Chapter 274, F.S.- Tangible Personal Property.
- 2.11.15.** Section 286.25, F.S.- Publication or statement of state sponsorship.
- 2.11.16.** Section 287.017, F.S.- Purchasing categories, threshold amounts.
- 2.11.17.** Section 287.0943, F.S.- Certification of minority business enterprises.
- 2.11.18.** Section 287.133, F.S.- Public entity crime; denial or revocation of the right to transact business with public entities.
- 2.11.19.** Section 287.134, F.S.- Discrimination; denial or revocation of the right to transact business with public entities.
- 2.11.20.** Section 287.135, F.S.- Prohibition against contracting with scrutinized companies.
- 2.11.21.** Section 402.281, F.S.- Gold Seal Quality Care program.
- 2.11.22.** Section(s) 402.301- 402.319, F.S.- Child Care facilities provisions.
- 2.11.23.** Section 411.223, F.S.- Handicap or High-Risk Condition Prevention and Early Childhood Assistance.
- 2.11.24.** Section 414.39, F.S.- Fraud.
- 2.11.25.** Section 414.411, F.S.- Public Assistance Fraud.
- 2.11.26.** Section 415.1034, F.S. -Mandatory reporting of abuse, neglect, or exploitation of vulnerable adults; mandatory reports of death.
- 2.11.27.** Chapter 427, F.S.- Special Transportation and Communication Services.
- 2.11.28.** Section 435.03, F.S.- Level 1 screening standards.
- 2.11.29.** Section 435.04, F.S.- Level2 screening standards.
- 2.11.30.** Section 445.032, F.S.- Workforce Services Transitional child care.
- 2.11.31.** Section 943.0542, F.S.- Access to criminal history information provided by the department to qualified entities.
- 2.11.32.** FDOE Travel Policy Manual.

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**2.11.33.** DFS Contract and Grant User Guide.

**2.11.34.** [Florida Reference Guide to State Expenditures.](#)

**D. Effective date**

The agreement shall be effective on July 1, 2016, or the date on which the last party has signed the agreement, whichever is later.

**E. Ending date**

The agreement shall end on June 30, 2017 unless the agreement is terminated earlier, extended or renewed as provided herein. All award notifications reflect the beginning and ending dates of the award period and the dates for submission of the final expenditure report. All conditions stated in the grant award, exhibits and attachments are considered binding on the SDHC.

**F. No obligation before starting date or after ending date**

The ELCHC shall not be obligated to pay for costs incurred related to the agreement prior to its effective date or after its ending date.

**G. 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 SDHC.

**H. Renewal**

Upon mutual agreement, ELCHC and the SDHC 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.

**I. Grant Manager for the SDHC and ELCHC**

The grant manager is responsible for enforcing performance of the contract terms and conditions and serves as a liaison between the SDHC and ELCHC.

**SDHC's Contract Manager**

Name:

Title:

Address:

Office Phone:

E-mail Address:

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**ELCHC's Contract Manager**

Name:

Title:

Address:

Office Phone:

E-mail Address:

**J. Change in contract managers**

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

**K. 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.

School District of Hillsborough County

By:

Printed Name:

Title:

Date:

FEIN:

Early Learning Coalition of Hillsborough County

By:

Printed Name:

Title:

Date:

FEIN:

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ELCHC

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Approved as to Form and Legal Sufficiency, Subject Only to Full and Proper  
Execution by the Parties.

---

By:

---

Printed Name:

---

Title:

---

Date:

---

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**A. Accessible Electronic Information Technology**

The SDHC hereby agrees that by entering into this agreement, SDHC will, whenever practicable, collect, transmit and store contract, 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 contractor and/or subrecipient 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 that are 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 contractor.

**C. Assignments and subcontracts**

Upon giving prior written notice to the SDHC, ELCHC shall at all times retain the ability to assign or transfer its rights, duties or obligations under the agreement to another entity. The SDHC agrees not to assign the responsibility for the agreement to another party. The SDHC agrees to notify ELCHC prior to changing its early learning programs service delivery model.

**D. Awards and volunteer recognition**

Any Cost or expense related to awards and volunteer recognition may not be charged to this contract.

**E. Background screening**

"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, which provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services.

SDHC is 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. The SDHC shall have written policies that include the following:

1. The SDHC 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.
2. The SDHC shall obtain the following documentation for new employees prior to their first day of employment. For monitoring and audit purposes, the SDHC shall maintain on file verification for all SDHC personnel and any subrecipient or contractor's personnel, if applicable and unless excluded as described below, assigned to work on this agreement

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- 2.1.** Documentation the individual complies with the background screening standards set forth in s. 435.04, F.S.
- 2.2.** The highest level of education claimed, if the position requires.
- 2.3.** All applicable professional licenses claimed, if the position requires.
- 2.4.** Applicable employment history, if the position requires.
- 2.5.** To be in compliance, employee background screenings must be from no earlier than five years before this agreement's effective date.
- 2.6.** The SDHC shall update the background screening every five years before the anniversary date of the prior background screening check and thereafter if the individual continues performing under this agreement.
- 2.7.** The SDHC shall repeat the background screening if there is a 90-day lapse in employment from working on this agreement. The SDHC shall rescreen the person before assigning the person to this agreement.
- 2.8.** The SDHC shall arrange for and pay all the costs for background screenings.
- 2.9.** The SDHC shall require each employee it assigns to this agreement to notify SDHC within 10 calendar days of being arrested for any criminal offense.
- 2.10.** The SDHC shall review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on this agreement.
- 2.11.** The SDHC shall not allow the employee to return to work on this agreement until cleared of all charges.
- 2.12.** SDHC board members and volunteers who interact with children on an intermittent basis for less than 10 hours per month are not required to be background screened as long as a person who meets the background screening requirements of the agreement has the board member or volunteer in his or her line of sight during any interaction with children.
- 2.13.** The ELC shall require its subrecipient or contractor to –
  - 2.13.1.** Require each employee it assigns to a contract with the ELC to notify the ELC within 10 calendar days of being arrested for any criminal offense.
  - 2.13.2.** Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on the contract.
  - 2.13.3.** Not permit the employee to return to work on the contract until cleared of all charges.
- 3.** Any subrecipient, contractor or subcontractor who does not meet the definition of "Qualified Entity" but who will perform duties under contract with the SDHC 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.
- 4.** Any contractor or subcontractor who does not meet the definition of "Qualified Entity" and who will perform duties under this contract but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about either a child in care or his family is not required to submit its employees to a background screening.

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**F. Breach of Security/Confidentiality**

For purposes of this agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with SDHC operations; however, random attempts at access shall not be considered a security incident.

For purposes of this agreement, "Breach of Security" means unauthorized access of data containing personal information. Good faith access of personal information by an employee or agent of the SDHC does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the contract or subject to further unauthorized use.

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

The SDHC shall notify the ELCHC in writing of any Security Incident or Breach of Security of which it becomes aware by its employees, subcontractors, agents or representatives.

Notwithstanding requirements of s. 501.171(3), F.S., the SDHC's notification shall be made in writing to the ELCHC within 24 hours after the SDHC learns of the security incident or breach. The SDHC's notification shall identify: (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 SDHC has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the SDHC has taken or shall take to prevent future similar unauthorized use or disclosure. The SDHC shall provide such other information, including a full written report, as reasonably requested by the ELCHC.

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

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



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The SDHC 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 that requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the SDHC will be subject to penalties as follows:

**Criminal Penalties:** The SDHC and any of 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 Related Crimes Act (s. 815.04, F.S.) or any other applicable state or federal laws or regulations.

**Civil Remedies:** In addition to criminal sanctions, the SDHC and 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. Contingency statement**

An annual legislative appropriation determines the state of Florida's OEL's, and therefore the ELCHC's payment obligation under the agreement.

#### **H. Cooperation in investigations**

The SDHC shall fully cooperate with ELCHC 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.

#### **I. E-Verify**

The SDHC shall use the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility for new hires. Failure to do so shall be cause for ELCHC to unilaterally cancel this agreement. Also, the SDHC agrees to include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

The SDHC agrees to provide the Office, within thirty days of the effective date of this agreement, 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. (This page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage.)

The SDHC further agrees that it will require each subcontractor that performs work under this agreement to enroll and participate in the E-Verify program within ninety days of the effective date of the agreement or within ninety days of the effective date of the contract between the SDHC and the subcontractor, whichever is later. The SDHC shall obtain from

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the subcontractor(s) a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program and make such record(s) available to the ELCHC upon request.

SDHC further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the ELCHC.

**J. Fiscal and administrative control**

The SDHC shall neither assign nor subcontract direct fiscal or administrative control or responsibility for the agreement to another party. The SDHC shall at no time assign control over administrative functions to any individual or organization other than the ELCHC. The SDHC 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.

**K. Florida Abuse Hotline reporting**

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

That a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver, or other person responsible for the child's welfare or that a child is in need of supervision and care has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care; or,

That a child is abused by an adult other than a parent, legal custodian, caregiver, or other person responsible for the child's welfare; or

That a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender.

**L. Force majeure and notice of delay from force majeure**

Neither ELCHC nor SDHC 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 ELCHC or SDHC or their employees or agents. This holds true if the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods or other similar cause wholly beyond the party's control, or for any of the foregoing that affects subcontractors or suppliers if there is no available alternate supply source.

However, in the event of delay from the foregoing causes, the ELCHC or SDHC shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the ELCHC or SDHC'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 ELCHC or SDHC under the agreement. In the case of any delay the SDHC believes is

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excusable under this paragraph, the SDHC shall notify ELCHC and describe the cause of the delay or potential delay in writing within 10 calendar days after the cause that creates or will create the delay.

The foregoing shall be the SDHC's sole remedy or excuse regarding the delay. The SDHC must provide notice in strict compliance with this paragraph to receive the remedy.

ELCHC, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the SDHC of ELCHC's decision in writing. The SDHC shall not assert a claim for damages, other than for an extension of time, against ELCHC. The SDHC is not entitled to an increase in the agreement price or payment of any kind from ELCHC 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 paragraph describes suspended or delayed performance, in whole or in part, after the causes have ceased to exist, the SDHC shall perform at no increased cost, unless ELCHC determines, in its sole discretion, that the delay will significantly impair the agreement's value to ELCHC or to OEL. In which case, ELCHC may do any or all of the following actions:

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

**M. 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 Hillsborough County, Florida.

**N. Indemnification**

The SDHC shall be liable for and indemnify, defend and hold ELCHC and all of its officers, directors, agents and employees harmless from all claims, suits, judgments or damages that arise from the SDHC 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.

**O. Independent contractor status**

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

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between the parties.

**P. Insurance and risk mitigation**

1. The SDHC 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 SDHC accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the SDHC and the clients to be served under the agreement.
2. The SDHC shall maintain errors and omissions insurance on its board members.
3. The SDHC shall maintain fidelity bonding of its fiscal personnel.
4. The SDHC 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 XX).
5. The SDHC will have and continuously maintain all other types of insurance as required by law.
6. In the event that any of the coverage described above is canceled by the insurer for any reason, the SDHC shall immediately notify the ELCHC of such cancellation and shall obtain replacement coverage acceptable to the ELCHC and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.
7. Proof of insurance: All insurance policies shall be with insurers qualified and doing business in Florida. The ELCHC shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

**Q. Intellectual property rights**

1. All data ELCHC creates or the SDHC receives from ELCHC, whether electronic or hardcopy, during the duration of this agreement is ELCHC's property. The SDHC shall surrender it to ELCHC at no cost to ELCHC 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 SDHC pursuant to this agreement, said materials will be the property of ELCHC.
  - 1.2. To the extent that any product constitutes a "work" within the meaning of U.S. copyright laws, 17 United States Code Service (USCS) 101, et seq., it shall be a "work for hire." In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the SDHC shall assign and convey to ELCHC all right, title and interest in the product or material and require its employees and subcontractors to do the same.
  - 1.3. The SDHC agrees that its employees will not assert any ownership of the product produced pursuant to this agreement. The SDHC shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure ELCHC's rights.
  - 1.4. Any claim by the SDHC of ownership of pre-existing copyrights should be

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explicitly stated in the project documentation.

- 1.5. The SDHC agrees that 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 ELCHC's ownership of the product.
  - 1.6. The SDHC agrees not to convey any rights in the product to a third party.
  - 1.7. If the SDHC hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the SDHC and ELCHC 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 that to the extent applicable under this agreement to comply with the following-

That contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the contractor in any resulting invention in accordance with 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative agreements", and any implementing regulations issued by the awarding agency. See this link for complete details if applicable: [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 SDHC shall refer the discovery or invention to ELCHC.
  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, ELCHC and 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 USDHHS, any and all copyrights accruing under or in connection with the SDHC'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 USDHHS reserves a royalty-free, nonexclusive, and in-evocable 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 SDHC will not violate the copyrights of any third party during the performance of the scope of work for this grant award. The SDHC further warrants that as to each Deliverable produced pursuant to this award, SDHC's production of the Deliverable(s), and the ELCHC's use of the Deliverable(s), will not infringe on the copyrights of any third party. This provision

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applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision the SDHC 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 SDHC 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 SDHC 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.

**R. Mandatory Reporting of Fraud and Criminal Activity**

In accordance with 2 CFR §200.113, *Mandatory disclosures*, the SDHC must disclose in a timely manner and in writing to the ELCHC all violations involving fraud, bribery or gratuity violations potentially affecting this contract and/or the related federal/grant program(s).

**S. Membership dues, subscriptions and licensing fees**

The SDHC 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 that the records of memberships, subscriptions or licenses for which the SDHC paid, maintained at the SDHC 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 SDHC funded.

**T. More restrictive conditions**

Pursuant to 2 CFR §200.207, *Specific conditions*, if the SDHC is found to be in noncompliance with fund source requirements or determined to be "high risk" by ELCHC or OEL, the SDHC shall be subject to the imposition of more restrictive conditions including, but not limited to, more frequent monitoring.

**U. Notification of legal action**

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

**V. Office of Minority Business Enterprise Report**

ELCHC is dedicated to supporting, tracking and increasing its small minority business enterprise spending with prime contractors and subcontractors as s. 287.0943, F.S.,

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requires. The SDHC shall submit the [Minority Sub Contractors Utilization Summary](#) report quarterly, regardless of whether the SDHC has spent the funds with a small, minority, women, and service disabled veteran business enterprise subcontractor for the quarter. The SDHC shall submit the expenditures report to the SharePoint Coalition Zone site, Invoice folder, MBE Reports.

#### **W. 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 and ELCHC 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.
5. The ELCHC Plan.

#### **X. Personnel**

The SDHC shall notify ELCHC in advance but no later than five working days after any changes in the SDHC's telephone number (parent line and main line), email or physical address or key personnel positions. Changes in key personnel may include, but are not limited to, resignations and other employment terminations, and approved leaves of absence of six weeks or longer. Such notification shall be in writing and shall include information related to assigned replacement staff. The SDHC shall e-mail the ELCHC's contract manager regarding the address changes or key personnel staffing changes. The SDHC email the ELCHC's Contract Manager regarding address changes or key personnel staffing changes.

#### **Y. Personnel costs-time distribution**

ELCHC will 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 will be supported by personnel activity reports or equivalent documents that meet the following standards:

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

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**Z. Policy Compliance**

The agreement requires SDHC compliance with the following referenced OEL policies and with any subsequent revisions, which are hereby incorporated by reference –

1. Program Guidance 101.02- Records Confidentiality Policy
2. Program Guidance 300.01 IT Security Manual
3. Program Guidance 202.80 - Early Learning Coalition Annual Report
4. Program Guidance 440.10- Office of Early Learning Match Reporting Guidance.
5. Program Guidance 440.60 - Reporting State Expenditures on Teenage Parent Programs (TAPP) for Federal Matching-Fund Requirements
6. Program Guidance 240.01- Cash Management Procedures.
7. Program Guidance 240.02- Tangible Personal Property.
8. Program Guidance 240.03 - Collection of a Delinquent Account.
9. Program Guidance 240.04 - School Readiness Funds Management.
10. Program Guidance 240.05- Guidance on Prior Approval Procedures.
11. Program Guidance 240.06- Reimbursement Request Requirements for Early Learning Coalitions.
12. Program Guidance 250.01 - Other Cost Accumulators (OCAs) Guidance.

**AA. Prior approval requests**

To comply with 45 CFR §75.407 Prior written approval, and OEL Fiscal Guidance 240.05, Guidance on Prior Approval Procedures for Selected Costs and Administrative Requirements, the SDHC shall request and obtain prior written approval from ELCHC before purchasing select items of cost.

**BB. Prohibited entertainment costs**

45 CFR §75.438 (2 CFR §200.438), 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).

**CC. Prohibited food and food-related costs**

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

**DD. Prohibited lobbying costs**

Pursuant to s. 216.347, F.S., no funds awarded under this contract 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 Early Learning Coalition and its sub recipient must certify federal awards will not be used for lobbying. If the SDHC 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



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federal contract, grant, loan or cooperative agreement, the SDHC shall complete and submit Standard Form – LLL, Disclosure Form to Report Lobbying, according to its instructions.

The SDHC shall require that the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) include this certification's language and that all sub recipients shall certify and disclose accordingly.

The certification at Exhibit XX is a material representation of fact upon which the parties placed reliance when they made or entered into this transaction. 31 USC 1352 requires submission of 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.

**EE. Prohibited property purchases**

The SDHC may not expend funds appropriated for the SR Program 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 SDHC may only expend funds for minor remodeling necessary for the administration of the program and upgrading of childcare facilities to ensure that providers meet state and local child care standards, including applicable health and safety requirements (s. 1002.89(7), F.S.).

**FF. Public entity crimes**

1. Convicted vendor list Sections 287.133(3)(a) and (b), F.S., state that a person or affiliate on the convicted vendor list, following a conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity to construct or repair a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not receive or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. Sees. 287.133(2), F.S.

By signing the agreement, the SDHC acknowledges that it and any subcontractors or subrecipients receiving early learning program funds through the SDHC are operating in compliance with this section and the SDHC and any subcontractors are not disclosed on the Florida Department of Management Services website. The SDHC understands and agrees that it must inform ELCHC immediately upon any change of circumstances regarding this status and will complete the required certification disclosures included in Exhibit XX. 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 SDHC shall also verify that 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 SDHC shall maintain verification documentation.

**2. Discriminatory Vendor List**

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In accordance with s. 287.134(2)(a), F.S., an entity or affiliate placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Sees. 287.134(3)(a), F.S.

By signing this agreement the SDHC hereby certifies, through the duly-appointed undersigned representative, that neither it, nor any SDHC 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 SDHC understands and agrees that it must inform ELCHC immediately upon any change of circumstances regarding this status and will complete the required certification disclosures included in Exhibit XX.

### **3. Scrutinized Companies Lists**

A company that is 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 for, 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. S. 287.135(2), F.S.

Any contract with the ELC for goods or services of \$1 million or more entered into or renewed on or after July 1, 2012, 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), 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. s. 287.135(3)(b), F.S. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with the SDHC for goods or services of \$1 million or more, the company must certify that the 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. s. 287.135(5), F.S. If this award is in the amount of \$1 million or more, in accordance with the requirements of s. 287.135(5), F.S., the SDHC, by signing this contract, hereby certifies that the SDHC 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.

### **GG. Public Records Law Compliance, access and confidentiality**

- 1.** All SDHC 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

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- the SDHC to maintain records in a location that is accessible to the public.
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 SDHC, ELCHC 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 SDHC 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 SDHC shall allow access to SR and VPK program records as specified in s. 1002.72 and s. 1002.97, F.S., respectively.
  6. The SDHC 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 SDHC agrees to provide access by the Office, the Federal Health and Human Services (HHS) Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the SDHC which are directly pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
  8. Representatives of the ELCHC, OEL, 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 SDHC as they may relate to this agreement.
  9. The SDHC 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 ELCHC and OEL under this agreement.
  10. The ELCHC shall have the right to audit the SDHC's records and practices related to use and disclosure of confidential information. The SDHC agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by the SDHC on behalf of, ELCHC and OEL available to the ELCHC and/or OEL upon request.
  11. The SDHC shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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**HH. Records retention**

The SDHC 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 federal regulation 2 CFR §200.333, *Retention requirements for records*. The SDHC shall maintain written or electronic documentation of transaction files, policies, processes, controls and other detailed supporting records that the SDHC submit per ELCHC instructions and makes available for review upon request.

1. The SDHC shall have/establish a proper accounting system in accordance with generally accepted accounting standards.
2. The SDHC shall establish and maintain records related to eligibility, enrollment files, provider payments, SDHC staff background screenings and other documents required for implementing early learning programs.
3. The SDHC shall follow the established records retention requirement for all SR and VPK services. The SDHC may not alter or amend attendance records after Dec. 31 of the subsequent fiscal year.
4. To comply with generally-accepted accounting procedures and practices, the SDHC 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.
5. The SDHC shall maintain all accounts, records and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under the agreement for a minimum period of five 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. The SDHC shall account for expenditures from SR and VPK funding separately. The SDHC shall require the same of its subcontractors.
6. The SDHC shall ensure that accounting records reflect the separation of all programs/activities the SDHC 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 SDHC shall maintain a clear audit trail showing detail of expenditures related to the applicable program/activity.
7. Confidential data. 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.
  - 7.1 The SDHC acknowledges that 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' and/or guardians' personal identification.
  - 7.2 The SDHC shall develop processes and procedures to secure the confidential data.
  - 7.3 The SDHC, including its employees, subcontractors, agents, or any other individuals to whom the SDHC exposes confidential information obtained under this agreement, shall not store, or allow to be stored, any confidential information on

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any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of this agreement's terms.

8. It is the SDHC's responsibility to require that its subrecipients and subcontractors follow the same terms and conditions contained in this agreement. The SDHC shall require its subrecipients and subcontractors to enter into and use appropriate nondisclosure agreements as necessary to maintain the data's confidentiality and security. The SDHC shall also require individuals who have access to such data to complete an individual nondisclosure form that the SDHC or its contractor shall maintain on file.
9. The SDHC 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- 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, and financial reports; and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.

The length of retention for these records in Florida is five 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 litigation, 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.

**II. Renegotiation or modification**

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

**JJ. Severability**

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

**KK. Sponsorship/public announcements**

The SDHC 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 SDHC fully or partially finances with ELCHC funds, state funds, or funds from OEL- "Sponsorship by (ELCHC name), Early Learning Coalition of Hillsborough County, Inc., the State of Florida, and the Office of Early Learning." If the referenced sponsorship is in written material, the words "Early Learning Coalition of Hillsborough County" and "Office of Early Learning" shall appear in the same size letters or type as the SDHC's name.

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1. SDHC shall only use ELCHC and OEL logos that have been approved by ELCHC and/or OEL.
2. SDHC shall update electronic ELCHC and OEL logos used locally in electronic materials to the current ELCHC and OEL-released logo within 60 calendar days of release with the exception of the electronic OEL-related logos embedded in the Enhanced Field System software. SDHC shall notify ELCHC in writing of any circumstances resulting in a delay in updated logo implementation.
3. The SDHC agrees to comply with Public Law (P.L.) 103-333, s. 508, when the SDHC issues statements, press releases, requests for proposals, bid solicitations and other documents describing a project or program that federal money funds in whole or in part. The law requires the SDHC and its subrecipients to clearly state the percentage of the total cost of the program or project that 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.

**LL. State and federal requirements**

The SDHC shall comply with the ELCHC's 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.

**MM. 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, 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, replace-the state and local funds used to offer those programs and services.

**NN. Termination due to 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, ELCHC may terminate the agreement in writing with no less than 24 hours' notice. The SDHC shall receive notice by certified mail with proof of delivery or in person with proof of delivery. ELCHC 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.

**OO. Termination - SDHC responsibilities if award is terminated**

Federal and state standards for procurement and contracts administration require all contracts in excess of \$10,000 to discuss events that 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 due to lack of funds**

If funds to finance the contract become unavailable or if the federal or state governments withdraw or redirect funds upon which the contract depends, the ELCHC may terminate

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the contract in writing with no less than 24 hours' notice. The ELCHC shall receive notice by certified mail with proof of delivery or in person with proof of delivery. The ELCHC shall be the final authority as to fund availability and will not reallocate funds earmarked for the contract to another program, thus causing lack of funds.

**2. Termination for cause**

In the event of termination of this contract by the ELCHC for cause, the SDHC shall be liable for ELCHC'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**

The ELCHC, by written notice to the SDHC, may terminate the contract in whole or in part when ELCHC determines in its sole discretion that it is in the state's interest to do so. The SDHC shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the contract.

**4. Termination for Breach**

This Contract may be terminated by the ELCHC for nonperformance or non-compliance by the SDHC upon no less than twenty-four (24) hours' notice in writing to the SDHC.

**5. After receipt of a notice of termination, and except as otherwise specified by the ELCHC, the SDHC shall:**

**5.1** Stop work under the contract on the date of and to the extent specified in the notice.

**5.2** Complete performance of the work not terminated by the ELCHC.

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

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

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

**6.** Any obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature or other funding constraints that are not inconsistent with the terms of this Contract. In the event the federal, state, and/or local funds upon which this Contract is dependent are withdrawn or redirected, this Contract is terminated and the ELCHC shall have no further liability to the SDHC beyond that already incurred prior to the termination date. In the event that this Contract is terminated for any reason, the SDHC agrees to assist the ELCHC in the smooth transition of services by promptly providing to the ELCHC all of the ELCHC's records and non-expendable property purchased with the ELCHC's funds in the SDHC possession to the ELCHC.

**PP. Travel and per diem**

Section 112.061, F.S., specifies in what manner the SDHC may reimburse all travel-related costs SDHC governing board members, employees, agents or subcontractors incur. The statute allows costs for preapproved, reasonable and necessary per diem



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allowances and travel expenses. The SDHC shall reimburse such costs at the standard travel reimbursement rates that s. 112.061, F.S., establishes, and shall comply with all applicable federal and state requirements. The ELCHC and OEL requires travel reimbursements be submitted within 30 days of the travel event.

#### **QQ. 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. Presenting plaques for outstanding service.
4. Entertaining visiting dignitaries.
5. Refreshments such as coffee and doughnuts.
6. Decorative items (e.g., globes, statues, potted plants, picture frames).

#### **RR. Unauthorized Alien(s)**

The SDHC agrees it shall not employ unauthorized aliens. The ELCHC 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 ELCHC.

#### **SS. Warrant of ability to perform**

The SDHC warrants that, 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 SDHC's ability to perform under the agreement. The SDHC shall immediately notify ELCHC 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.

#### **TT. Whistleblower's Act Requirements**

In accordance with s. 112.3187, F.S., the SDHC 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 SDHC 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 SDHC shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, the OEL 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.

#### **UU. Financial Consequence**

1. The SDHC agrees that if the requirements of this contract are not timely and



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satisfactorily performed, the SDHC shall be subject to one or more of the financial consequences listed herein. These financial consequences shall not be considered penalties.

2. The SDHC shall ensure 100% of the deliverables identified in this contract, Scope of Work are performed pursuant to contract requirements, and as described in this contract. If at any time the SDHC is notified by the ELCHC that it has failed to correctly, completely, or adequately perform these major deliverables, the SDHC will have 14 calendar days to submit a Corrective Action Plan (CAP) to the ELCHC that addresses the identified deficiency and states how the deficiency will be remedied within a time period approved by the ELCHC. The ELCHC shall assess a financial consequence for non-compliance on the SDHC for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The ELCHC may also assess a financial consequence for failure to timely submit a CAP. In the event the SDHC fails to correct an identified deficiency within the approved time period specified in the CAP, the ELCHC shall deduct, from the payment for the invoice of the following month,

1% of the monthly value of the administrative funds in the contract for each day the deficiency is not corrected. The ELCHC may also deduct, from the payment for the invoice of the following month, 1% of the monthly value of the administrative funds in the contract for each day the SDHC fails to timely submit a CAP, beginning the 15th day after notification by the ELCHC of the deficiency.

3. The ELCHC at its sole discretion and upon written request by the SDHC will consider offering an extension for any listed tasks, timelines, or deliverables during which the indicated financial consequences shall not apply. Notification of any deliverable extension granted shall be provided by the ELCHC to the SDHC in writing.
4. Financial Consequence Triggers

<b>Deliverable</b>	<b>Amount</b>	<b>Financial Consequences Trigger</b>
SR and VPK services as defined by OCA in Exhibit II, Section E - Deliverables	1% of the monthly value of the administrative funds	Failure to correctly, completely, or adequately perform these major deliverables as described in Exhibit II, Section E. Deliverables.

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All SR and VPK reports listed in Exhibit VI – Listing of Reports	\$100 per business day per report deducted from the monthly value of administrative funds.	Report(s) not received and accepted by ELCHC by the due date listed for each report in Exhibit 6 – Listing of Reports
Corrective Action Plan (CAP)	1% of the monthly value of the administrative funds in the contract beginning the 15th day after notification by the ELCHC of the deficiency.	Failure to submit corrective action plan to ELCHC CAP requestor by the due date specified in the CAP request.

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