

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

CONTRACT #SBBC-QIS-08-ELC3

The School Board of Broward County, Florida

Quality Improvement Supports

FISCAL YEAR: 07-08

July 1, 2007 – June 30, 2008

THIS CONTRACT is between the **Early Learning Coalition of Broward County, Inc.**, hereinafter referred to as the "**COALITION**," and **The School Board of Broward County, Florida**, hereinafter referred to as the "**CONTRACTOR**."

I. THE CONTRACTOR AGREES:

A. Attachment 1

The **CONTRACTOR** agrees to provide services in accordance with the conditions specified in **Attachment 1**.

B. Type of Contract

This Contract shall be a cost reimbursement Contract.

C. Requirements of Section 287.058, Florida Statutes

1. The **CONTRACTOR** shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. Where applicable, the **CONTRACTOR** shall submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes. The **COALITION** may, if specified in the Contract, establish rates lower than the maximum provided in this section.
3. The **CONTRACTOR** shall provide units of deliverables, including reports, findings and drafts as specified in this Contract to be received and accepted by the **COALITION's** Contract Manager prior to payment.
4. The **CONTRACTOR** shall comply with the criteria and final date by which such criteria must be met for completion of this Contract.
5. The **CONTRACTOR** shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes and made or received by the **CONTRACTOR** in conjunction with this Contract. It is expressly understood that the **COALITION** may unilaterally cancel this Contract for the **CONTRACTOR's** refusal to comply with this provision.
6. The **CONTRACTOR** shall comply with Section 287.057(5)(a) or (5)(c), Florida Statutes, for any Category 2 purchase, as defined by Section 287.017 Florida Statutes. For purposes of this Contract, agency head shall seek approval from the **COALITION**.

D. Governing Laws

1. State of Florida

a. Early Learning Programs: The **CONTRACTOR** agrees that this Contract shall be performed, administered, executed and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida, particularly the School Readiness Act, Section 411.01, Florida Statutes and all relevant sections of Chapter 1002, Florida Statutes (§1002.51-1002.79), pertaining to the Voluntary Pre-Kindergarten Education program, applicable OMB circulars,

Child Care Development Fund (CCDF) Block Grant requirements and provisions of the current approved CCDF State Plan.

b. The CONTRACTOR agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the Contract. The parties further agree that Broward County shall be the venue of any legal action between the parties.

c. The CONTRACTOR and all of its officers, employees and agents shall comply with the confidentiality provisions set forth in Section 39.0132, 39.202, and 39.814, Florida Statutes, and in any subsequent amendments to any of these statutes, and shall not release any information regarding any of the children in the child care/voluntary pre-kindergarten arrangements, or the family of children in the child care/voluntary pre-kindergarten arrangements, except as specifically authorized by these statutes. The CONTRACTOR hereby acknowledges that failure to abide by the requirements of these statutes constitutes a criminal offense as set forth in Section 39.205, Florida Statutes. The CONTRACTOR further agrees to comply with Section 411.011, Florida Statutes as it relates to records of children in the school readiness program and Section 1002.72, Florida Statutes as it relates to the Voluntary Pre-kindergarten Education (VPK) Program.

2. Federal Law

a. CCDF and TANF:

The CONTRACTOR shall ensure that all its activities under this Contract shall be conducted in conformance with the regulations promulgated under the Child Care and Development Fund (hereinafter referred to as "CCDF"), 45 C.F.R. Part 98, the Temporary Assistance for Needy Families Program (hereinafter referred to as "TANF"), 45 C.F.R. Parts 260-265, and other applicable federal regulations and policies promulgated thereunder.

b. Unauthorized Aliens:

The CONTRACTOR agrees that unauthorized aliens shall not be employed. The COALITION 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 Contract by the COALITION.

c. Clean Air and Water Act:

When applicable, if this Contract is in excess of \$100,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 7606), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 25). The CONTRACTOR shall report any violation of the above to the COALITION.

d. Lobbying:

Funds awarded under this Contract may not be used for lobbying pursuant to State and Federal Law, including but not limited to, Section 216.347, Florida Statutes and 45 CFR Part 93.

When applicable, if this Contract is in excess of \$100,000, the CONTRACTOR must, prior to this Contract's execution, complete the *Certification Regarding Lobbying* form, included in this Contract as **Attachment 3(C)**. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required, it may be obtained from the COALITION's Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the COALITION's Contract Manager.

e. Debarment and Suspension:

When applicable, as required by the regulation implementing Exec. Order No. 12549, Debarment and Suspension 29 C.F.R. Part 98, the CONTRACTOR must provide assurances that it is not presently nor previously within a three-year period preceding the effective date of this Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The CONTRACTOR shall provide assurances of compliance as certified in **Attachment 3(B)** entitled *Certification Regarding Debarment, Suspension, and Other Responsibilities - Primary Covered Transaction*.

f. Drug-Free Workplace:

Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 C.F.R. Part 98, subpart F, the CONTRACTOR shall provide a drug-free workplace as certified in **Attachment 3(D)** entitled *Certification Regarding Drug-Free Workplace Requirements*.

g. E.E.O.:

The CONTRACTOR agrees that it shall comply with Exec. Order No. 11246, Equal Employment Opportunity, as amended by Exec. Order No. 11375, and as supplemented in Department of Labor regulation 41 C.F. R. Part 60, if applicable.

h. Pro-Children Act:

The CONTRACTOR agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts.

i. Non-Discrimination and Harassment-Free Workplace:

The CONTRACTOR, as certified in **Attachment 3(E)** shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, sexual orientation, marital status, age, religion, or gender. The CONTRACTOR shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The CONTRACTOR agrees to insert a similar provision in all subcontracts that shall meet the requirements as set forth in Public Law 105-220, Section 188.

j. Energy Policy and Conservation Act:

The CONTRACTOR agrees that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

k. Construction or Renovation of Facilities Using Program Funds:

The CONTRACTOR is aware that pursuant to 45 C.F.R. Section 98.54, CCDF funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. However, if any property has been constructed or substantially renovated, through the use of state or federal funds received from the COALITION, the COALITION shall file a lien against the property. This clause shall not supersede any other applicable state or federal prohibition on the use of program funds for purchase or improvement to buildings or real property.

E. Audits and Records

1. Representatives of the COALITION, the Chief Financial Office of the State of Florida or the Auditor General of the State of Florida, or representatives of the Federal government and their duly authorized representatives shall have access, for purposes of examination to any books, documents, papers and records of the CONTRACTOR as they may relate to this Contract.
2. The CONTRACTOR shall establish and maintain books, records and documents, including electronic storage media and electronic records, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the COALITION under this Contract.
3. The CONTRACTOR shall ensure that accounting records reflect the separation of all programs/activities it administers or for which it receives funding. Records shall adequately identify

the source and application of funds for each program/activity. A clear audit trail shall exist showing the benefit received from each expenditure as it relates to the applicable program/activity.

4. When applicable in accordance with **Attachment 2** of the Contract, the CONTRACTOR shall provide an annual financial and compliance audit to the COALITION within 120 days of the end of the CONTRACTOR's fiscal year and ensure that all related party transactions are disclosed to the auditor.

5. The CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

6. The CONTRACTOR shall retain all CONTRACTOR records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this Contract for a period of five (5) years from date of submission of the final reimbursement request for the grant year after termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Given advance notice of a minimum of two (2) weeks, the CONTRACTOR shall cooperate with the COALITION to facilitate the duplication and transfer of any said records or documents, upon request of the COALITION and shall remain immediately accessible to the COALITION, its agents and federal and state officials regarding the requirements of this Contract.

7. The CONTRACTOR shall comply with the confidentiality provisions and the record retention requirements of Sections 119.01 and 411.01, and 1002.72, Florida Statutes, where applicable. The CONTRACTOR shall also comply with all data security measures of the Health Insurance Portability and Accountability Act (HIPPA).

F. Effective Use of Funds

1. In order for the COALITION to effectively administer and safeguard the effective use of state and federal funds for the early learning programs connected with this Contract, the COALITION, its agents, and Federal and State officials shall have the right to inspect any records, papers, documents, facilities, goods, and services of the CONTRACTOR that are relevant to the Contract. The COALITION shall also have the right to interview any clients, employees, subcontractors, consultants, and participants of the early learning programs to assure that: (1) the funds received from the COALITION are being expended in accordance with this Contract and (2) quality services are being delivered by the CONTRACTOR and its subcontractors. Such inspection shall be done upon reasonable notice to the CONTRACTOR and with the cooperation of the CONTRACTOR, the CONTRACTOR's fiscal agent or service provider, so as not to disrupt services.

2. Following an inspection, the COALITION shall deliver to the CONTRACTOR a written report of its findings. The CONTRACTOR shall be requested to develop a corrective action plan for any deficiencies noted. The CONTRACTOR hereby agrees to correct all noted deficiencies within the agreed upon period of time set forth in the corrective action plan.

3. The CONTRACTOR shall include the requirements for inspection as required by this paragraph in any subcontracts, rate agreements or certificate/voucher agreements, if applicable.

G. Invoicing

Invoicing for the CONTRACTOR's services shall be made in accordance with the terms specified in **Attachment 1**, with an option of a one-month advancement of funds. The CONTRACTOR shall be reimbursed for allowable expenditures incurred pursuant to the terms and conditions of this Contract. Regular monthly payments shall not be authorized until the COALITION's Contract Manager has received a properly completed invoice and has approved the final report(s) for all service tasks related to the work completed during the month.

H. Sponsorship/Public Announcements

1. If CONTRACTOR sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract in accordance with Section 286.25, Florida Statutes, it shall in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (CONTRACTOR's name) and Early Learning Coalition of Broward County, Inc." and the "State of Florida, Agency for Workforce Innovation, Office of Early Learning."
2. If the sponsorship reference is in any written format, the words "Early Learning Coalition of Broward County, Inc." and "State of Florida, Agency for Workforce Innovation, Office of Early Learning" shall appear in the same size letters or type as the name of the CONTRACTOR. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with state or federal funds, all awardees receiving state or federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

I. Assignments and Subcontracts

1. The CONTRACTOR agrees to neither assign the responsibility for this Contract to another party nor subcontract for any work contemplated under this Contract without prior written approval of the COALITION, which shall not be unreasonably withheld. Any subcontract, sublicense, assignment or transfer otherwise occurring, without prior approval of the COALITION, shall be null and void.
2. The CONTRACTOR agrees to be responsible for all work performed and all expenses incurred in connection with the CONTRACTOR's work or by subcontractors and consultants who may be hired by the CONTRACTOR under this Contract. If the COALITION permits the CONTRACTOR to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors or community providers for services and commodities, it is understood by the CONTRACTOR that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the COALITION. Such review of the written subcontract document by the COALITION shall be limited to a determination of whether or not the COALITION approves of the subcontractor and the applicable terms and conditions of this Contract. The CONTRACTOR further agrees that the COALITION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the CONTRACTOR shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The CONTRACTOR, at its expense, shall defend the COALITION against such claims.
3. The CONTRACTOR agrees to make payments to the subcontractor within seven (7) calendar days after receipt of full or partial payments from the COALITION or its designated agent, unless otherwise stated in the Contract between the CONTRACTOR and subcontractor. Failure to pay within seven (7) calendar days shall result in a penalty charged against the CONTRACTOR and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
4. The COALITION shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the CONTRACTOR and following appropriate State of Florida procedures. In the event the COALITION approves transfer of the CONTRACTOR's obligations, the CONTRACTOR remains responsible for all work performed and all expenses incurred in connection with this Contract prior to the date of the assignment or transfer. In addition, this Contract shall bind the successors, assigns, and legal representatives of the CONTRACTOR and of any legal entity that

succeeds to the obligations of the CONTRACTOR. It is the CONTRACTOR's responsibility to ensure that its subcontractors observe the same terms and conditions as contained in this Agreement.

5. The COALITION may undertake or award supplemental contracts for work related to this Contract, or any portion thereof. The CONTRACTOR shall cooperate with such other contractors and the COALITION in all such cases. Any subcontractors to the CONTRACTOR shall be required to abide by this provision as a condition of the agreement between the subcontractor and the CONTRACTOR.

6. The COALITION shall notify the CONTRACTOR if, in the COALITION's judgment, the CONTRACTOR or any of its subcontractors are not maintaining staff sufficient to deliver the agreed upon services required by this Contract or if performance by certain staff is insufficient to deliver contracted services. Within two (2) CONTRACTOR'S business days after notification, the CONTRACTOR shall state in writing what, if any, actions shall be taken to address the concerns of the COALITION.

J. Staffing

The CONTRACTOR shall maintain sufficient staff to deliver the agreed upon services required by this Contract as set forth in **Attachment 1** to this Contract.

K. Key Personnel

All personnel specified in **Exhibit B** on Personnel Budget Narrative Quality Improvement Supports, Form A-1: page 1 shall be considered essential to the work to be performed. The CONTRACTOR must notify the COALITION in writing within five (5) CONTRACTOR's business days, of its intent to substitute or divert personnel from the project. No substitution or diversion shall be made to the levels or categories of personnel identified in the Personnel Budget Narrative, Quality Improvement Supports, Form A-1: page 1 without the prior written consent of the COALITION, which consent shall not be unreasonably withheld.

L. Purchasing

Purchasing of any recycled products or materials which are the subject of or are required to carry out this Contract shall occur in accordance with the provisions of Sections 403.7065, and 287.045, Florida Statutes.

M. Nonexpendable Property

1. Pursuant to Section 273.02 Florida Statutes, the word "nonexpendable property" as used in this section shall include: equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, the value or cost of which is \$1,000.00 or more and the normal expected life of which is one (1) year or more and hardback-covered bound books that are circulated to students or the general public, the value or cost of which is \$25 or more, and hardback-covered bound books, the value or cost of which is \$250 or more and as defined in OEL File No. 240.02.

2. All non-expendable property, purchased with the COALITION's funds under this Contract for school readiness or VPK programs, shall be listed on the property records of the CONTRACTOR. The CONTRACTOR shall inventory annually and maintain accounting records for all non-expendable property purchased under this Contract and shall submit an inventory report to the COALITION with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number; description of the item(s); physical location; name, make or manufacturer, year and/or model; manufacturer's serial number(s); date of acquisition and the current condition of the item.

3. At no time shall the CONTRACTOR dispose of non-expendable property purchased with the COALITION's funds under this Contract for these services without the written permission of and in accordance with instructions from the COALITION.
4. Immediately upon discovery, the CONTRACTOR shall notify the COALITION, in writing, of any nonexpendable property loss with the date and reason(s) for the loss.
5. The CONTRACTOR shall be responsible for the correct use of all nonexpendable property furnished under this Contract.
6. A formal Contract amendment is required prior to the purchase of any item of non-expendable property not specifically listed in the approved Contract budget.
7. Title (ownership) to all property (not limited to purchases exceeding \$1,000) and including all computer hardware and software acquired with funds from this Contract shall be vested in the COALITION and said property shall be transferred to the COALITION upon completion or termination of this Contract, unless otherwise authorized in writing by the COALITION. In addition to the nonexpendable property identified above, the CONTRACTOR shall maintain a separate list of property that has a useful life greater than one year that shall be returned to the COALITION upon termination of this Contract. Items that should be maintained on this supplemental inventory list shall include, but not be limited to, chairs, desks, and other furniture, calculators, computers, printers, facsimile equipment, copiers, books, and other property that represent resources that are not categorized as office supplies or depleted as such.

N. Information Resource Acquisition

The CONTRACTOR shall obtain prior written approval from the COALITION approving authority for the purchase of any Information Technology Resource (ITR) as defined in Section 282.303, Florida Statutes that is made as part of this Contract. The CONTRACTOR agrees to secure said prior approval by means of an Information Resource Acquisition (IRA) form, available from the COALITION's Contract Manager, who shall serve as liaison between the CONTRACTOR and the approving authority.

O. Public Entity Crime

A person or affiliate who has been placed 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 for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Furthermore, the CONTRACTOR shall provide a sworn statement of compliance as certified in **Attachment 3**. By execution of this Contract, CONTRACTOR acknowledges that it and any of its agents and subcontractor(s) are in compliance with this section.

P. Disputes

The COALITION's Contract Manager shall be the first contact for dispute resolution concerning performance of this Contract. Any dispute that cannot be resolved by the COALITION's Contract Manager shall be reduced to writing and delivered by certified mail or any expedited delivery service that provides verification of delivery to the COALITION's office by the CONTRACTOR. The COALITION's Executive Director shall decide the dispute, within ten (10) business days after receipt

of the written dispute, reduce the decision to writing, and deliver a copy to the CONTRACTOR and the COALITION's Contract Manager. The Executive Director's decision may be appealed in writing to the COALITION Board of Directors within twenty-one (21) calendar days of the CONTRACTOR's receipt of the Executive Director's decision.

Q. Indemnification

1. To the extent permitted by law, the CONTRACTOR shall be liable for and indemnify, defend, and hold the COALITION and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees (including all levels of appeal) and court costs and expenses, that arise from any act, action, neglect, or omission by the CONTRACTOR, its agents, officers, subcontractors, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property, including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. This section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the COALITION, any sums due to the CONTRACTOR under this Contract may be retained by the COALITION until all of the COALITION's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the COALITION. The parties agree that such indemnification obligations shall survive the expiration or termination of this Contract. Nothing herein shall be construed to waive any sovereign immunity that may be applicable pursuant to law.

2. The parties acknowledge that CONTRACTOR is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and CONTRACTOR agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract or any other contract.

R. Insurance

1. CONTRACTOR's Insurance

The CONTRACTOR shall maintain adequate liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of this Contract and any renewal(s) and extension(s) of it. By execution of this Contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), Florida Statutes, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR, any subcontractors, and the clients to be served under this Contract. Within five (5) business days from the execution of this Contract, the CONTRACTOR shall furnish the COALITION written verification supporting both the determination and existence of such insurance coverage and naming the COALITION as an additional insured on such coverage (except workers compensation). A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. The COALITION reserves the right to require additional insurance coverage by the CONTRACTOR.

CONTRACTOR shall have a disaster recovery plan and continuity of operations plan in place for unforeseen circumstances whether for natural or man-made disasters.

2. Worker's Compensation Insurance

During the Contract term, the CONTRACTOR at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Contract, which, as a minimum, shall be: worker's compensation and employer's liability insurance in accordance with Chapter 440 of the Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

The CONTRACTOR shall not commence any work in connection with this Contract until the COALITION has approved its insurance coverage. All insurance policies shall be with insurers who are qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by certificates of insurance accompanying the Contract documents and shall name the COALITION as an additional named insured. The COALITION shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

3. Unemployment Compensation Insurance

The CONTRACTOR, during the life of this Contract, must comply with the reporting and contribution payments required under Chapter 443, Florida Statutes, for all employees connected with the work of this Contract.

4. Liability

The CONTRACTOR shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the COALITION harmless from all liability, claims, suits, judgments, expenses or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the CONTRACTOR, its employees or any subcontractor utilized by the CONTRACTOR, in the course of the operations of this Contract. This also includes the indemnification of the State for any liabilities set forth in section 768.28 Florida Statutes.

S. Confidential Information and Security Obligations

Each Party may have access to confidential information collected or maintained by the other. Each Party shall protect such confidential information clearly identified as such, in a manner that does not permit the personal identification of children or their parents by persons other than those authorized to receive the records. The provisions of the Florida Public Records Act, Chapter 119, Florida Statutes, and other applicable state and federal law shall govern disclosure of any confidential information received by the State of Florida.

The CONTRACTOR shall ensure the confidentiality and security of data and require that all of CONTRACTOR's employees, subcontractors, and other individuals that have access to confidential information execute an individual copy of Agency for Workforce Innovation's *Individual Non-Disclosure and Confidentiality Certification Form* and *Security Agreement Form*. A copy of the form shall be maintained at CONTRACTOR'S principal place of business.

T. Safeguarding Information

The CONTRACTOR agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his or her responsible parent or guardian when authorized by law.

The CONTRACTOR shall comply with the Computer-Related Crimes Act, Chapter 815, Florida Statutes and shall demonstrate due diligence in safeguarding the CONTRACTOR's information resources by establishing policies and procedures for information systems security that contain criteria and standards as set forth in AWI/OEL policy.

U. Incident Reporting

1. The CONTRACTOR agrees to immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this is binding upon both the CONTRACTOR and its employees and subcontractors.
2. The CONTRACTOR agrees to immediately report knowledge of any abuse or alleged abuse, or any serious injury or death suffered by a child who receives early learning services while in the care of an early care and education provider to the COALITION. Notice shall be provided in writing and by telephone. In no event shall notice be provided later than twenty-four (24) hours of obtaining such knowledge. The COALITION shall receive copies of any documents received by the CONTRACTOR relating to any incidents reported to the COALITION within twenty-four (24) hours of the receipt of any such documents by the CONTRACTOR.

V. Return of Funds

The CONTRACTOR shall return to the COALITION or its designated agent, any overpayment or disallowed costs under federal and/or state law, regulation or rule; which is paid contrary to the terms of this Contract. Overpayments and disallowed payments shall be paid within thirty (30) calendar days (or other timeframe in accordance with OEL File No. 240.01) of issuance of written notice by the COALITION or from discovery by CONTRACTOR. Should repayment not be made in a timely manner, the COALITION shall be entitled to charge a lawful rate of interest on the outstanding balance.

Refunds should be sent to the COALITION, made payable to the "Early Learning Coalition of Broward County, Inc." Interest earned on advances under this Contract shall be reported and returned to the COALITION on a quarterly basis.

W. Final Invoice

The CONTRACTOR shall submit the final invoice for payment to the COALITION no later than **40 calendar days** after this Contract ends or is terminated. If the CONTRACTOR fails to do so, all rights to payment are forfeited and the COALITION shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld at anytime until all reports due from the CONTRACTOR and necessary adjustments thereto have been approved by the COALITION.

X. Intellectual Property

Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics or blueprints developed exclusively by the CONTRACTOR's personnel in connection with the services provided to the COALITION hereunder shall be the exclusive property of the State of Florida.

Y. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this Contract, or is in any way connected with the School Readiness or Voluntary Pre-Kindergarten Programs, the provider shall refer the discovery or invention to the COALITION

who shall refer it to the appropriate governing agency to determine whether patent protection shall be sought in the name of the State of Florida or the COALITION. Any and all patent rights accruing under or in connection with the performance of this Contract are hereby reserved to the State of Florida or the COALITION, if applicable and legally authorized.

2. In the event that any books, manuals, films, or other copyrightable materials are produced the CONTRACTOR shall notify the COALITION. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.

3. To the extent permitted by law, the CONTRACTOR, shall indemnify and hold the COALITION and its employees harmless from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the CONTRACTOR in the performance of this Contract. The CONTRACTOR shall have no liability when such claim is solely and exclusively due to the State of Florida's alteration of the article.

Z. Independent Contractor Status

In the CONTRACTOR's performance of its duties and responsibilities under this Contract, it is mutually understood and agreed that the CONTRACTOR is at all times acting and performing as an independent contractor. The COALITION shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR shall perform its work and functions other than as provided herein and by law. Nothing in this Contract is intended to or shall be deemed to constitute a partnership or joint venture between the parties.

II. COALITION AGREES:

A. Contract Dates

This Contract shall begin on **July 1, 2007** and shall end on **June 30, 2008**. The COALITION shall not be obligated to pay for costs incurred related to this Contract prior to its beginning date or after its' ending date, unless otherwise agreed.

B. Contract Payment and Availability of Funding

This Contract shall not exceed **\$1,009,088.00** for Quality Improvement Supports. It is the COALITION's obligation to pay under this Contract contingent upon the annual appropriation by the State of Florida Legislature and availability of any and all applicable federal, state and local funds. The COALITION shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to comply with this Contract. If such funds are not appropriated or available for this Contract's purpose, such event shall not constitute a default by the COALITION. The COALITION agrees to notify the CONTRACTOR in writing at the earliest possible time if funds are not appropriated or available. The Contract amount shall be more specifically described in **Exhibit A and B** to this Contract.

C. Contractor Ombudsman

A Contractor Ombudsman has been established within the Division of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Contractor Ombudsman may be contacted by calling the State Comptroller's Hotline, 1-800-848-3792.

III. THE CONTRACTOR AND COALITION AGREE:

A. Contract Modifications

In addition to changes necessitated by law, the COALITION may at any time, with written notice to the CONTRACTOR, make changes within the general scope of this Contract. Such changes may include modification to the requirements, changes to processing procedures, or other changes as decided by the COALITION. Any investigation necessary to determine the impact of the change shall be the responsibility of the CONTRACTOR. Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties.

B. Renegotiation or Modification

Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all parties. The parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

C. Termination

1. Termination at Will - This Contract may be terminated by any party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.

2. Termination Due to the Lack of Funds - In the event funds to finance this Contract become unavailable, the COALITION may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the CONTRACTOR. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The COALITION shall be the final authority as to the availability of funds and shall not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract, the CONTRACTOR shall be compensated for any work satisfactorily completed prior to the time of termination.

3. Termination for Breach - This Contract may be terminated by the COALITION for nonperformance by the CONTRACTOR upon no less than twenty-four (24) hours notice in writing to the CONTRACTOR. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the COALITION's right to remedies at law or inequity. If applicable, the CONTRACTOR may be liable for liquidated damages upon breach.

4. 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 COALITION shall have no further liability to the CONTRACTOR beyond that already incurred prior to the termination date. In the event that this Contract is terminated for any reason, the CONTRACTOR agrees to assist the COALITION in the smooth transition of services by promptly providing to the COALITION all of the COALITION's records and non-expendable property purchased with the COALITION's funds in the CONTRACTOR's possession to the COALITION.

D. Severability

If any provision of this Contract is held to be unenforceable by a Court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

E. Counterparts

This Contract may be executed in counterparts, all of which shall constitute one and the same document.

F. Name, Mailing and Street Address of the CONTRACTOR and the COALITION Contacts

The names, address, zip code and telephone number of the payee for the CONTRACTOR is:

The name, address, zip code and telephone number of the CONTRACTOR's Contract Manager for the CONTRACTOR is:

The School Board of Broward County, Florida
School Readiness Department
600 S.E. 3rd Avenue 6th Fl
Ft. Lauderdale, FL 33301 754-321-1951

Nancy Lieberman , Director of School Readiness
School Readiness Department
600 S.E. 3rd Avenue 6th Fl
Ft. Lauderdale, FL 33301 754-321-1950

The name, address, zip code and telephone number of the COALITION's Contract Manager is:

Janice Carter, Early Care and Education Program Specialist
6301 NW 5th Way, Suite 3400
Ft. Lauderdale, FL 33309 954-377-2188

In the event that different representatives are designated by any party after the execution of this Contract, notice of the name, address, zip code and telephone number of the newest representative shall be rendered in writing to all other parties and said notification attached to copies of this Contract.

The parties hereto have caused this 15 page contract to be executed by the undersigned officials as duly authorized and which shall be effective July 1, 2007.

THIS SPACE INTENTIONALLY LEFT BLANK

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

By _____
Harry R. Duncanson, Chair

_____ day of _____, 2007.

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____
Name of Person
Early Learning Coalition of Broward County, Inc., on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification
and did/did not first take an oath. *Type of Identification*

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.
My Commission Expires: _____

Approved as to form by
Burnadette Norris-Weeks, Esquire
General Counsel
Early Learning Coalition of Broward County, Inc.
100 Southeast Sixth Street
Fort Lauderdale, Florida 33301
Telephone: (954) 768-9770
Telecopier: (954) 768-9790

By _____
Burnadette Norris-Weeks, Esq.

Federal EID # (or SSN): 65-1060848
CONTRACTOR Fiscal Year Ending Date: 6/30/08

June 5, 2007

FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Dated: _____, 2006

By _____
Beverly A. Gallagher, Chair

ATTEST:

James F. Notter, Interim Superintendent of Schools

APPROVED AS TO FORM:

By: _____
School Board Attorney

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ of The School Board of Broward County,

Name of Person

Florida, who is personally known to me or has produced _____ as
Type of Identification

identification.

Notary Public

Name of Notary Printed:

My Commission Expires:

My Commission Number Is:

Notary Seal

Federal EID # (or SSN): 59-1487190
CONTRACTOR Fiscal Year Ending Date: 6/30/08

June 5, 2007

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT I
TO STANDARD CONTRACT #SBBC-QIS-08-ELC3
The School Board of Broward County, Florida
(Quality Improvement Supports)

A. Services to be Provided

1. Definition of Terms

- (1) Advance Payment for Coalition Services** - A payment of a portion of the Contract funds available to a Contractor prior to the delivery of services or expenditure of funds by the Contractor. (Advance payment may be used only when authorized by the State's Appropriations Act or expressly authorized by other law and to not-for-profit corporations or governmental agencies.)
- (2) Advance Payment for Voluntary Prekindergarten Services** - A payment to VPK service providers as authorized by AWI/OEL, for VPK services prior to the submission of a student's attendance record. All Advance payments shall be reconciled and adjusted based upon actual student attendance in accordance with AWI/OEL's Uniform Attendance Policy.
- (3) Agency for Workforce Innovation/Office of Early Learning (AWI/OEL)** - The state agency responsible for funding and oversight of the School Readiness and Voluntary Prekindergarten programs.
- (4) Amendment** - A document by which substantial changes are made to the terms of an executed Contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and methods of payment. The amendment is incorporated as part of the original Contract).
- (5) Child Assessment** - An instrument designed to examine a child's development, which records assessment results of a child's age-appropriate progress according to developmental norms.
- (6) Child Care Executive Partnership (CCEP)** - A program that utilizes state and federal funds as incentives for matching local funds derived from local governments, employers, charitable foundations, and other sources so that Florida communities may create local flexible partnerships funding with employers. Local CCEP match may be designated for employees of the contributor or may be donated to the Child Care Purchasing Pool, which provides financial assistance to qualifying families from the local waitlist. Low-income families are eligible up to 200% of the federal poverty level.
- (7) Child Care Resource & Referral Agency (CCR&R)** - An agency that offers a well-developed seamless system of services to inform and educate all families about early care and education, school age care, and other family strengthening needs, and serves as a link and/or conduit to wraparound family supports and services for both families and early care and education providers.
- (8) Child Care Services Provider** - An individual or organization that provides direct child care services.
- (9) Child Care Training Coordination Agency** - An authorized contract provider designated by the Florida Department of Children and Families to coordinate training services for child care personnel, those seeking employment as child care personnel, licensed or registered family child care home operators, and those in the process of becoming licensed or registered family child care home operators.

- (10) **Children At risk of Abuse, Neglect, and Exploitation** - Children referred by the Florida Department of Children and Families or its contracted community-based lead agency who are: (a) in families under investigation by the Florida Department of Children and Families or a designated local sheriff's office for abuse, neglect, abandonment or exploitation; (b) in families under the supervision of the Department of Children and Families or its contracted community-based lead agency for abuse, neglect, abandonment or exploitation; (c) in the court ordered long-term custody or under the guardianship of a relative or non-relative following the termination of supervision by the Department of Children and Families or its contracted community-based lead agency; or (d) in court ordered long-term licensed custody. The COALITION may prioritize children determined to be at risk by COALITION policy, as may be adopted from time to time. Such policy shall not be inconsistent with Florida law.
- (11) **Children's Services Council of Broward County** - A local taxing authority created to plan, coordinate, and fund services for and on behalf of the children of Broward County.
- (12) **Clusters** - A group of child care facilities geographically located in a defined area for technical assistance work.
- (13) **Coalition** - Early Learning Coalition of Broward County, Inc.
- (14) **Contract** - A formal written agreement between the COALITION and a Contractor for the procurement of services (A formal contract consists of the Standard Contract and all attachments and exhibits).
- (15) **Contract Manager** - Either a COALITION or CONTRACTOR employee designated in the contract responsible for oversight of the Contract (The Contract Manager is responsible for contract compliance and often serves as a liaison between the COALITION and the CONTRACTOR).
- (16) **Contractor** - an entity providing services under the contract.
- (17) **Cost Reimbursement** - A method of payment used to reimburse the CONTRACTOR for actual expenditures incurred in accordance with a line item budget.
- (18) **Developmental Screening Instrument** - An age appropriate tool or tools, approved by the COALITION, used to screen the age-consistent development of children, birth to school-age.
- (19) **Direct Services** - Direct services are intended to support families and Early Care and Education program providers through the provision of client eligibility, parent/child services and early care and education provider services.
- (20) **Early Care and Education (Child Care)** - The education, care, protection, and supervision of a child, for a period of less than twenty-four hours per day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with the child's individual needs, and for which a payment, fee, or grant is made for care.
- (21) **Early Care and Education Programs** - Programs that are developmentally appropriate using researched based curricula that provide the necessary elements to prepare at risk children for school as described in §411 and §1002, Florida Statutes.
- (22) **Early Care and Education Service System** - An integrated and seamless system of services that ensures all children are emotionally, physically, socially, and intellectually ready to enter school and ready to learn, while fully recognizing the crucial role of parents as a child's first teacher.
- (23) **Early Intervention Services** - Services provided by Children's Diagnostic and Treatment Center, Child Find, and other appropriately licensed health professionals to children and families.

- (24) **ELC 1 Service Provider** – The Service Provider chosen by the COALITION as a result of its procurement activities to perform Resource and Referral, Family Education Support Services on behalf of the COALITION. The service provider shall perform school readiness and Voluntary Pre-kindergarten Education Program (VPK) services on behalf of the COALITION.
- (25) **ELC 2 Service Provider** – The Service Provider chosen by the COALITION as a result of its procurement activities to perform Eligibility Determination, Application Processing, Slot Management and Provider Payment services on behalf of the COALITION.
- (26) **ELC 3 Service Provider** – The Service Provider(s) chosen by the COALITION as a result of its procurement activities to perform Quality Improvement Supports on behalf of the COALITION.
- (27) **ELC 4 Service Provider** - The Service Provider chosen by the COALITION to implement the Quality Assurance Services including the Quality Rating System, informal provider health and safety monitoring, and VPK provider monitoring on behalf of the COALITION.
- (28) **ELC 5 Service Provider** - The Service Provider chosen by the COALITION as a result of its procurement activities to implement Child Screening and Assessment Services on behalf of the COALITION.
- (29) **ELC 6 Service Provider** – The Service Provider chosen by the COALITION to implement the Florida First Start Program on behalf of the COALITION.
- (30) **Eligibility Determination Services** – Services used to determine whether or not an applicant for financial assistance for school readiness services or Voluntary Prekindergarten programs is eligible to receive such services under Chapter 60BB-4, Florida Administrative Code, or Chapter 1002 of the Florida Statutes, COALITION guidelines, and other applicable law.
- (31) **Enhanced Field System (EFS)** - A data management system used by the Office of Early Learning, the COALITION and Contractor(s) to manage the Early Care and Education program.
- (32) **Environment Rating Scales** - Reliable, research-based assessment tools used to assess the quality of child care settings that include: infant/toddler, preschool, school-age, and family child care settings. Subscales measure the quality of interactions that take place in a setting between and among children, staff, parents, and other adults, and the interactions children have with the many materials and activities in the environment, as well as those features, such as space, schedule and materials that support these interactions.
- (33) **Exhibit** – A document or material object added as an attachment to this Contract.
- (34) **Fiscal Year** – An accounting period of twelve months. The COALITION's fiscal year is July 1 through June 30.
- (35) **Florida First Start (FFS)** – An in-home school readiness service that provides parent effectiveness program services to families with children birth through four years of age.
- (36) **Florida Performance Standards** - Developmental goals that are based on the findings of early childhood research and represents the skills that children ages birth to school-age should know and be able to master.
- (37) **Gold Seal Child Care Center / Gold Seal Family Child Care Home** - Any child care center or home which provides care to children and is accredited by a recognized accrediting association that have been approved by the Gold Seal Quality Care Program Task Force Committee. The Department of Children and Families maintains the official list of Gold Seal Centers and Homes.

- (38) **Health Report** - a form prepared by a physician following Health Screening Activities used to state the results of the Health Screening.
- (39) **Health Screening** - Services provided to children that may include, but are not limited to: health assessments, well-child check-ups, assessment and/or provision of childhood immunizations, dental screenings, vision screenings, nutritional screenings, and hearing screenings.
- (40) **Income Eligible** - Children eligible for school readiness services pursuant to Rule 60BB-4.203, Florida Administrative Code.
- (41) **Indirect Costs** – Costs incurred for common or cooperative objectives that cannot be readily identified in a final cost objective program or service.
- (42) **Individualized Plan** - A plan that addresses each child's individual developmental needs as determined by the developmental screening tool. (The plan's components include, but are not limited to strengths and weaknesses related to developmental growth; developmental goals and objectives; and activity implementation plans for teachers and families.)
- (43) **Informal Child Care** – An unregulated child care arrangement either in the child's home or other home and provided by a relative or non-relative. A school readiness provider (relative, neighbor or friend) that is not a regulated provider that is licensed by the Department of Children and Family Services, a local licensing agency which meets or exceeds the state's minimum standards, or a public school.
- (44) **Invoice** - A standardized form used by the CONTRACTOR to request payment from the COALITION.
- (45) **Link** - The completion of the referral process in which a family successfully meets with a third party service provider.
- (46) **Local Match** - A contribution, in cash or in kind, specified by the funding source to be used in conjunction with the donation of the funding source, and upon which receipt of that donation is contingent.
- (47) **Method of Payment** – A payment specification which includes the maximum dollar amount of the Contract, the manner in which the Contract costs shall be displayed on invoices, the frequency with which invoices shall be submitted to the COALITION, and any special conditions pertaining to payment of the Contract invoices.
- (48) **Partners in Education and Research for Kindergarten Success (PERKS) Project Grant** - A three (3) year grant starting September 1, 2005 through August 31, 2008, awarded by the U.S. Department of Education. A federal grant that is administered by the Children's Forum, Inc. and designed to provide professional training services through college coursework and mentorship opportunities to participating Voluntary Prekindergarten (VPK) classroom teachers with a goal of determining if professional development opportunities help children do better in preschool.
- (49) **Project Cost** - The total (direct and indirect) cost of providing services as negotiated through the procurement process, including all supporting funds.
- (50) **Provider** – an individual or organization providing direct early care and education services to children.
- (51) **Quality Improvement Plan** – an action plan with benchmarks, goals, and matching mini-grant recommendations, designed by child care services provider in collaboration with the ELC 3 service provider. Plans are organized around environmental rating scale assessment results that link to positive child outcomes, increasing the quality of services delivered by the child care services provider.

- (52) **Quality Improvement Supports** - Focused technical assistance and/or training in pertinent areas targeting provider needs as determined by quality rating system results that are linked to positive child outcomes designed to increase the quality of services delivered by direct child care service providers.
- (53) **Quality Rating System (QRS)** - A system which assesses the quality of child care settings, according to pre-determined, research-based criteria and provides support for improvement.
- (54) **Referral** – The process of service delivery initiated by providing the parent with contact information of available resources, and/or an appointment with a third party service provider regarding additional services.
- (55) **Regional Workforce Development Boards** - Boards established by Workforce Florida, Inc., which were created by the Florida Legislature to provide workforce development services. Such Boards have the responsibility for overseeing the work requirement activities associated with the Temporary Assistance for Needy Families (TANF) Program.
- (56) **Relative Caregiver Program** – Child care provided for children who have been adjudicated dependent, have an approved home study; and the court has placed either with the relative under protective supervision or the relative has been granted temporary custody by the court (the child must be a recipient of the cash payment as part of the Relative Caregiver Program).
- (57) **Re-Rating** – A second rating performed not less than one year after the initial rating where an early care and education provider received a two (2) star rating or lower on its initial rating, has demonstrated improvement, and has requested a follow-up rating.
- (58) **Respite Child Care** - Care provided to alleviate a crisis. (A crisis is defined as an acute situation, which places children at risk due to parental emergency, need for respite, lack of resources, special needs of the child, or extenuating circumstances beyond the family's control requiring short term assistance to increase family stability and decrease risk potential.) The family must be a TANF recipient to receive respite services. The child care could be as limited as part-time care, or it could for a period of less than twenty-four hours per day on a regular basis. The maximum benefit period is thirty days per child in a state fiscal year.
- (59) **School-age Care** – Care provided to children who are at least five years of age and enrolled in kindergarten up to 13 years of age for before-school, after-school, non-school days, and summer care; and children under 19 who are either physically or mentally incapable of self-care or under court supervision.
- (60) **School Board** – The School Board of Broward County, Florida (SBBC) also known as Broward County Public Schools.
- (61) **School Board Calendar** – Calendar designed by the School Board of Broward County (SBBC), based on the SBBC approved calendar for the 2007-2008 school year.
- (62) **School Readiness Act and Voluntary Prekindergarten Implementing Legislation** - Legislation enacted by the Florida Legislature, as described in Chapter 411 and Chapter 1002, Florida Statutes, establishing the parameters by which to provide authorized school readiness and VPK services and programs in order to prepare children for school.
- (63) **School Readiness Programs** - Developmentally appropriate and research based programs that provide the necessary elements to prepare at risk children for school as described in Section 411.01, Florida Statutes.
- (64) **Service Agreement** - An agreement for service that defines established criteria for the delivery of Early Care and Education Program services and may also define an established rate of payment for a specified unit of service.

- (65) **Service Provider** - An individual or entity that was chosen by the COALITION as a result of its procurement activities and delivers services.
- (66) **Simplified Point of Entry/Service** – Infrastructure/system that facilitates parents' access to services and provides coordination among the network of providers and across the continuum of child care services and programs.
- (67) **Single Point of Entry/Service** – Mechanism for applicants to enter and receive service through a single point of contact.
- (68) **Slot Management** – The system of forecasting, tracking, reporting, and analyzing slot utilization and ensuring that enrollments occur in accordance with COALITION priorities, policies and funding parameters, in order that resources are maximized and fiscal soundness is maintained.
- (69) **Special Needs** – Children, as defined in Section 445.023, Florida Statute, who are currently applicants or clients of the school readiness program and who have been determined by the CONTRACTOR and/or the COALITION to meet the eligibility criteria set forth in Chapter 60BB-4, Florida Administrative Code.
- (70) **State Child Care Resource & Referral Network (CCR&R)** – The statewide child care resource and referral network created pursuant to Section 402.27, Florida Statutes.
- (71) **Subcontractor** - Agencies, individuals, or organizations with which a Service Provider might contract to perform particular areas of the Core Service Components.
- (72) **Superintendent Elementary School Neighborhood** – Geographic area surrounding an elementary school in Broward County, defined by the Superintendent of Broward County Public Schools as those where students have not demonstrated adequate yearly progress.
- (73) **Technical Assistance** - Quality Improvement Support provided to child care service providers. Services are offered through a Quality Improvement Plan designed by child care service providers in collaboration with the ELC 3 service provider and organized around needs identified by the appropriate environmental rating scale assessment and linked to positive child outcomes.
- (74) **Temporary Assistance to Needy Families (TANF)** - The federal economic assistance program to families administered under the Florida Department of Children and Families, Economic Self-Sufficiency Program. This program is authorized under Part A of Title IV of the Social Security Act.
- (75) **TANF Recipient** – A person who receives temporary cash assistance or family member of that person as defined in 45 CFR Part 260 and § 414.045, Florida Statutes.
- (76) **Temporary Cash Assistance** - A state economic assistance program that provides temporary financial aid to eligible low-income families.
- (77) **Transitional Child Care (TCC)** - Families determined eligible by Workforce One, Inc. for Transitional Child Care services that may enter and continue to receive school readiness services until the family income exceeds 200% of the federal poverty level.
- (78) **Unified Waiting List** - The list of children whose families are deemed preliminarily eligible for financial assistance for child care services in the county and are waiting for care.
- (79) **Unit Cost Reimbursement** - A payment method used to reimburse for each unit served.
- (80) **USDA Child Care Food Program** - The Program that serves nutritious meals and snacks to children who are enrolled for care at participating child care centers and family child care homes. This is authorized in Section 17 of the National School Lunch Act (42 U.S.C. 1766). Program regulations are issued by the U.S. Department of Agriculture (USDA) under 7 CFR Part 226.

- (81) **Voluntary Pre-kindergarten Education Program (VPK)** – A program designed to provide early learning opportunities for children who reside in the State of Florida who obtain the age of four (4) years on or before September 1st of the school year, and who meet the criteria identified by §§1002.51-1002.79, Florida Statutes pertaining to the Voluntary Pre-kindergarten Program.
- (82) **Voucher/Certificate** – The documents necessary to authorize and verify payments to providers who are legally providing child care but are not a part of the service agreement system.
- (83) **Welfare Transition Program** - Formerly, Work and Gain Economic Self-Sufficiency (WAGES) program that was implemented statewide on Oct.1, 1996, in accordance with Chapter 414, F.S. and which provides eligible clients with temporary cash assistance.
- (84) **WorkForce One, Inc.** – Broward's Regional Workforce Development Board responsible for work requirement activities associated with the Temporary Assistance for Needy Families (TANF) Program.
- (85) **Wraparound Services** - An array of comprehensive services which address family and child basic health, mental health, educational, psychosocial, and related needs and support and enhance early learning.

2. General Description

a. General Statement

Through this Contract, the CONTRACTOR shall achieve and track improved quality of early care and education programs based on program outcomes.

b. Authority

- (1) Authority for the Office of Early Learning oversight and for the local Early Learning Coalitions is provided in Chapter 411, Florida Statutes, Sections 1002.51 – 1002.79, Florida Statutes, and Chapter 60BB-4, Florida Administrative Code.
- (2) Authority for TANF services and Workforce Development services is provided in applicable parts of Part A, Title IV of the Social Security Act, 45 CFR Part 260 and Sections 414.045 or 414.1585, 445.017 and 445.032, Florida Statutes.
- (3) Authority for child care services is provided in Sections 445.023, 411.01 and 409.178, Florida Statutes; Child Care Development Block Grant, 45 C.F.R. Part 98 (Child Care and Development Fund) and Part 99 (Procedures for Hearings for Child Care Development Fund). Chapters 65C-20 (Family Day Care Standards and Large Family Child Care Homes), 21 (Subsidized Child Care) and 22 (Child Care Standards), Florida Administrative Code.
- (4) Authority for Child Care Resource and Referral is provided in Section 402.27, Florida Statutes.
- (5) Authority for transportation and case management services is provided in Sections 402.3145 (subsidized child care transportation program) and 402.3135 (subsidized child care case management program), Florida Statutes.
- (6) Authority for the Child Care Executive Partnership/Purchasing Pool is provided in Section 409.178, Florida Statutes.
- (7) All other applicable Florida Statutes, Florida Administrative Code, Federal Statutes and Federal Code, as amended from time to time.

c. Scope of Service

The CONTRACTOR shall provide services to Broward County providers of early care and education who are located in identified Superintendent Elementary School Neighborhoods and meeting certain goals and objectives agreed upon by the parties.

d. Major Program Goals

- (1) Increase the quality of services delivered by direct child care service providers by being a central and accessible source of information on and access to coordinated quality improvement supports providing targeted technical assistance and training in areas that are linked to positive child outcomes. Targeted areas for technical assistance and/or training shall include: Florida Performance Standards for under school-age children, Florida Voluntary Prekindergarten Education Standards, Quality Rating, Infant/Toddler, Inclusion, Family Involvement, Partners in Education and Research for Kindergarten Success (PERKS), Cultural Sensitivity, and Developmentally Appropriate Curricula (inclusive of Character Development). Additional areas may include but are not limited to: Accreditation, General Business related technical assistance, and focused collaborative projects.
- (2) Increase the quality of services delivered by COALITION approved early care and education providers located in the identified Superintendent Elementary School Neighborhoods, by being a central and accessible source of information with access to resources to support learning linked to positive child outcomes.

3. Clients to be Served

a. General Description

The number of child care centers located in identified Superintendent Elementary School Neighborhoods to receive Quality Improvement Supports throughout the Contract period shall be 63 child care centers.

b. Client Determination

- (1) Providers of early care and education and school age services are eligible for quality improvement linkages and support services. Eligibility for participation with Quality Improvement Supports shall be approved by the COALITION and will be determined by Broward County legally operating providers willing to participate and located in identified Superintendent Elementary School Neighborhoods. Providers selected to receive technical assistance services and the intensity of these services shall be prioritized by zip codes where Providers are located, age group(s) Providers serve, demonstrated/measurable need as indicated by the Environmental Rating Scale Scores, and degree of participation in school readiness and Voluntary Prekindergarten service provision and initiatives.
- (2) Services are available to eligible Broward County legally operating providers as funding permits and in accordance with local priorities.

B. Schedule and Description of Deliverables

1. Service Tasks

a. Task List—General

- (1) The CONTRACTOR shall provide services in accordance with those services identified in this Contract.

- (2) The CONTRACTOR shall conform to all applicable program standards in Chapters 65C-20, Chapter 65C-21, 65C-22, Florida Administrative Code, with Section 402.305, Florida Statute and other applicable federal, state and local laws and regulations, including but not limited to, requirements of local fire and health authorities.
- (3) The CONTRACTOR shall build and maintain inter-system community partnerships to ensure coordination of Quality Improvement Supports;
- (4) The CONTRACTOR shall implement an efficient, effective, customer-friendly simplified point of entry for Quality Improvement Supports, which partners with providers towards improved quality of early care and education services preventing duplication of efforts.
- (5) The CONTRACTOR shall provide service utilization and fiscal management analysis, tracking and reporting for funds associated with this Contract.
- (6) The CONTRACTOR shall provide Quality Improvement Supports for providers to ensure an adequate supply and range of school readiness service sites and to improve the business capacity of providers.
- (7) The CONTRACTOR shall assess early care and education training needs of the 63 early care and education providers receiving quality improvement supports under this contract and the corollary availability of training to meet those needs in the community, in coordination with the Child Care Training Coordination agency and other community partners.
- (8) The CONTRACTOR shall coordinate, collaborate, and actively link with any and all other service providers of early learning services and related community providers to deliver a comprehensive, integrated and successful delivery of Quality Improvement Supports and prevent duplication of services.
- (9) The CONTRACTOR shall develop and expand linkages with key community agencies and groups having particular expertise and/or services to ensure a coordinated approach to staff technical assistance and training opportunities.
- (10) The CONTRACTOR shall submit one Continuation of Operations Plan (COOP) to the COALITION's Contract Manager upon execution of the Contract. The COOP shall include the CONTRACTOR's plans to continue operations during unforeseen circumstances whether natural or man-made disasters, local emergencies, or other emergency situations requiring significant changes in operations. The plan shall include pre-disaster planning, including but not limited to record protections, alternative service accommodations, supplies, and a recovery plan that would allow the CONTRACTOR to continue functioning as per the executed Contract in the event of an actual disaster.

b. Task Limits

- (1) Quality Improvement Support services are limited to select legally operating providers with facilities located within identified Superintendent Elementary School Neighborhoods.
- (2) Participation in one of the clusters located in the eighteen (18) Superintendent Elementary School Neighborhoods is limited to the community selection process.
- (3) Quality Improvement Support services include technical assistance and mentoring to selected VPK teachers participating in the PERKS project in identified Voluntary Pre-Kindergarten programs who qualify to participate in The Children's Forum PERKS research project (**Exhibit C**).

2. Staffing Requirements

a. Staffing Requirements and Qualifications

- (1) The CONTRACTOR shall maintain sufficient and qualified staff to deliver the agreed upon services required by this Contract.
- (2) The CONTRACTOR shall ensure that staffing patterns and staff qualifications are sufficient to provide the services described herein, including backup plans when turnover occurs, with the capacity to provide services in English, Spanish, Portuguese, and Creole.
- (3) The CONTRACTOR shall provide and/or ensure continuous quality improvement training to 100% of staff.
- (4) The CONTRACTOR shall ensure that all staff and any subcontractor staff are appropriately qualified, consistent with Rules 65C-22, Florida Administrative Code and any other applicable state, federal and county laws and regulations.
- (5) The CONTRACTOR shall ensure that all staff and any subcontractor staff are appropriately qualified, consistent with the CONTRACTOR's proposal as amended through negotiations with the COALITION, prior to contract award.
- (6) The CONTRACTOR or its agent shall agree to notify WorkForce One of all entry level employment opportunities associated with the Contract which requires a high school education or less. In the event that the CONTRACTOR or its agent employs a person who was referred by WorkForce One, the CONTRACTOR shall notify the COALITION.

b. Background Screening

The CONTRACTOR's personnel and volunteers, who as part of their duties and responsibilities, spend forty hours or more per month in early care and education program(s), must submit to a local and state criminal records check within ten days of employment in accordance with Chapter 435, Florida Statutes, as applicable.

c. Subcontractors

The CONTRACTOR agrees to obtain prior written approval from the COALITION for subcontract agreements and otherwise comply with the Assignments and Subcontract provisions outlined in the Standard Contract.

3. Service Location & Supplies

a. Service Delivery Location

The CONTRACTOR shall administer, coordinate, and ensure availability and delivery of the services that are conveniently accessible to customers within **Broward County**, Florida as specified in this Contract. The location of the CONTRACTOR's main office and out-posted staff location(s) shall be related to the needs of clients served under this Contract.

b. Service Times

- (1) All services shall be available as customer and program needs may require. For the purpose of this paragraph, customer means eligible children, their families, providers and the COALITION.
- (2) The CONTRACTOR shall ensure service availability on days and at times that meet the needs of the selected child care services providers in the Superintendent Elementary School Neighborhoods.
- (3) The CONTRACTOR's administrative offices shall be open Monday through Friday excluding holidays, during normal operating hours as established by the School Board Calendar.

(4) The CONTRACTOR shall provide outreach services by co-locating and/or out-posting at related agencies as needed, at hours and locations that meet the needs of families and providers in Broward County.

(5) The CONTRACTOR shall maintain a message and/or beeper system to handle emergencies.

c. Changes in location

The CONTRACTOR shall notify the COALITION, in writing, 30 calendar days prior to any anticipated change in the location of its main offices or other service locations.

d. Equipment

(1) The CONTRACTOR shall maintain equipment as required and agreed upon with the COALITION's Contract Manager to deliver agreed upon services.

(2) The CONTRACTOR shall maintain, at a minimum, personal computers, software, LAN standards and e-mail compatible with that of the COALITION.

4. Deliverables

a. Service Units

A unit of technical assistance and mentoring for child care centers is defined as two and one half (2.5) face-to-face block of time.

b. Reports

(1) The CONTRACTOR shall satisfy all federal, state, local, and the COALITION's reporting requirements.

(2) The Contractor shall respond to all requests that are not of an emergency nature within two business days.

(3) The CONTRACTOR shall provide written management reports, due to the Contract Manager no later than 14 calendar days following the end of the service period; if said date falls on a weekend or a holiday, reports shall be due the next business day and shall be submitted in a format specified by the COALITION and mutually agreed upon by the parties.

(a) A monthly management report shall provide: programmatic and fiscal information based on performance measures to include program data as outlined in this Attachment, data analysis, demographic statistics and any applicable projections and recommendations to the COALITION.

(b) A quarterly management report shall provide: cumulative programmatic and fiscal information based on performance measures to include program data as outlined in this Attachment, data analysis, demographic statistics and any applicable projections and recommendations to the COALITION.

(4) Mere receipt by the COALITION shall not be construed to mean or imply acceptance of reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The COALITION reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in this Contract. The COALITION, at its option, may allow additional time within which the CONTRACTOR may remedy the objections noted by the COALITION or the COALITION may, after having given the CONTRACTOR a reasonable opportunity to complete, make adequate, or acceptable, declare this Contract to be in default.

- (5) The CONTRACTOR shall submit to the COALITION, on a quarterly basis, a statement of actual up-to-date and complete revenue/expenditures, by category, within 30 calendar days following the end of the reporting period.
 - (a) The actual up-to-date and complete revenue/expenditure report shall be submitted following the same format as the CONTRACTOR's approved budget, and shall include all listed line items.
 - (b) The report shall contain a detailed explanation of variances from the approved budget.
- (6) The CONTRACTOR shall submit to the COALITION, no later than 30 calendar days following the end of this Contract period, a written annual report that includes a review of how Quality Improvement Supports services were provided.
- (7) The CONTRACTOR shall be required to complete and forward to the COALITION copies of any reports submitted to AWI/OEL or the Florida Department of Education (DOE) relating to Quality Improvement Supports provided by CONTRACTOR under this Contract.
- (8) The CONTRACTOR shall prepare and submit monthly, quarterly, annual and ad hoc reports as needed to meet the requirements of Federal, State and local governments and the COALITION and its funding sources.
- (9) The CONTRACTOR shall be required to maintain documentation of all services provided to families and providers.

c. Records and Documentation

- (1) The CONTRACTOR shall ensure compatibility with the Agency for Workforce Innovation/Office of Early Learning, the Children's Forum, and the COALITION's information technology resources, as applicable and as defined in Section 282.0041(7), Florida Statutes. In the event there is a question as to whether an item is compatible, the COALITION shall be the final authority.
- (2) The CONTRACTOR shall completely document the provision of services to each provider through the use of the COALITION's approved software. Upon request, the CONTRACTOR shall provide copies of all such documentation and records to the COALITION. During the term of this Contract, the CONTRACTOR shall maintain records as required by this Contract, applicable law, and as directed in writing by the COALITION. After termination of this Contract, the CONTRACTOR shall be required to keep all records for a period of 5 years. Active case files shall be returned to the COALITION.
- (3) The CONTRACTOR shall maintain accurate and current customer information, which is updated on a routine basis.
- (4) The CONTRACTOR shall maintain accurate program and service data that is accessible to the COALITION.
- (5) The CONTRACTOR shall maintain the confidentiality of all records required by law or administrative rules and to protect such records from unlawful disclosure as identified in the Standard Levels of Service, Chapter 411 and Chapter 1002, Florida Statutes.
- (6) The CONTRACTOR shall maintain all records required to be maintained pursuant to the resulting Contract in such manner as to be accessible by the COALITION upon demand during regular CONTRACTOR business hours. Where required under applicable law, access by the public shall be permitted without delay.

5. Performance Specifications

a. Core Component Objectives (Outcomes and Outputs)

The CONTRACTOR shall meet the following performance objectives, as measured on an annual basis by the following outcomes and indicators, whether the services are performed directly or performed indirectly by a subcontractor. The COALITION and the CONTRACTOR shall jointly review progress on these Performance Objectives on a quarterly basis. Being out of substantial compliance with any one of these performance objectives may be cause for corrective action as outlined in Paragraph F below.

- (1) 100% of focused individual quality improvement planning and mentoring shall utilize provider-specific data from the *Quality Assurance* (ELC 4) Service Provider as an organizing mechanism, as demonstrated in each provider's technical assistance Quality Improvement Plan, to the degree and the extent that the data is available on a quarterly basis.
- (2) 75% of providers who receive training as part of their technical assistance Quality Improvement Plan shall show a measurable increase in their knowledge in each pertinent subject area, as measured by a pre and post-test.
- (3) 75% of providers who participate in and receive focused technical assistance/mentoring shall show a measurable increase in each of the pertinent areas identified in their technical assistance Quality Improvement Plan, as demonstrated by meeting at least 75% of their benchmarks.
- (4) 75% of providers who receive training as part of their technical assistance Quality Improvement Plan shall report two or more ways in which they shall use the knowledge provided in training to enhance the effectiveness of their work.
- (5) 100% of CDA scholarship recipients, who are employed at child care centers participating in technical assistance, shall be offered mentoring services during technical assistance at their child care facility, to support their successful completion of the CDA program.
- (6) 85% of providers served shall report overall satisfaction with services delivered through this Contract, including cultural competency/sensitivity, customer-friendliness, usefulness of services provided, efficiency of service, and convenience of hours and location of services.*
- (7) 80% of students who receive CDA scholarships and mentoring shall complete the CDA component in which they are enrolled and/or retain enrollment in the program through certification and shall report five or more ways in which they will use the knowledge provided in the program to enhance the effectiveness of their work.
- (8) 100% of the policies and procedures shall ensure the protection and confidentiality of individual child records and early learning provider records from unlawful disclosure as identified in the Standard Levels of Service, Chapter 411 and Chapter 1002, Florida Statutes.
- (9) 100% of child care provider telephone calls shall be answered by the fourth ring and 100% of customer telephone calls which are placed on hold shall hold for no more than two (2) minutes before caller being given the option to continue to hold or to request a call-back within 48 business hours and 90% of customers who leave messages will receive follow-up within two (2), 48-hour (business) days of initial contact.
- (10) 100% of complaints received, or observation concerning potential child care licensing violations shall be tracked and reported to Broward County Child Care Licensing and feedback on the outcome shall be documented.

- (11) 100% of complaints or observations concerning potential abuse, neglect, or abandonment shall be reported to the Florida Department of Children and Families and the Coalition shall be notified of said reports, within the applicable confidentiality regulations.
- (12) 100% of other complaints concerning providers shall be referred to the Service Provider(s) providing *Resource and Referral and Family Education and Supports* (ELC 1), *Eligibility Determination, Application Processing, Slot Management, and Provider Payment* (ELC 2) and/or *Quality Assurance* (ELC 4) as appropriate, and/or shall be addressed through the provision of training and technical assistance through the Service Provider, and feedback on the outcomes shall be documented.
- (13) 100% of required data shall be collected, input, and tracked in accordance with state and local standards and requirements and reports shall be delivered complete and on time and 100% of ad hoc data and report requests made by the Coalition shall be provided in a timely manner.
- (14) 100% of invoices submitted to the COALITION for processing shall be submitted on time and shall accurately meet the requirements of the approved cost allocation plan and contractual budget.
- (15) 100% of child care providers shall be proactively informed of complaint procedures, leading to formal, established grievance procedures.
- (16) In order to coordinate services and prevent duplication, 100% of formal service linkage agreements and procedures that are approved by the COALITION, with all Early Care and Education System Providers and pertinent community partners, shall be developed and reduced to writing within thirty (30) days after the date of execution of this Contract and shall be implemented, followed, and revised as needed. This paragraph shall be inclusive of the links to the Broward County Child Care Licensing and Enforcement Division regarding communication about a change in status of or a critical incident with any child care provider. Linkage agreements shall be actively implemented and maintained throughout the service year.
- (17) 100% participation in monthly Early Care and Education system coordination team meetings shall occur by a representative of the CONTRACTOR for all services and shall be actively and successfully coordinated with system partners and with the Coalition.
- (18) The CONTRACTOR's forecasts, trend analyses and budget management shall result in fiscal year budgets that are balanced, with no deficit spending and with no significant surplus of funds that have been contracted for services.

**Items marked with an asterisk shall be measured by a statistical sampling of the population that received the relevant service.*

6. CONTRACTOR Responsibilities

a. CONTRACTOR agrees to the following:

The CONTRACTOR's services shall be provided in accordance with the requirements set forth in this Contract.

- (1) Provide all services in a customer-friendly, culturally sensitive and competent manner, in a minimum of English, Spanish, Portuguese and Creole.
- (2) Provide services that are sensitive to special needs populations and other at-risk population groups.

- (3) Provide services that are conveniently accessible to customers within **Broward County**, on days and at times which meet the needs of the customers including on-site at Provider facilities.
- (4) Ensure and employ maximum use of available technology and information technology linkages, in order to enhance access to and provision of services.
- (5) Establish and maintain efficient and effective external and internal communications systems including:
 - (a) Delineated points of contact for the program;
 - (b) The ability to receive faxes, e-mail, and electronic documents;
 - (c) The publication of and access to a CONTRACTOR's website, through which customers can receive access to Early Care and Education Service System information and services (the website shall denote membership in the Early Care and Education Service System and publicize and link to COALITION's website and *Resource and Referral and Family Education and Supports* (ELC 1) website, *Eligibility Determination, Application Processing, Slot Management and Provider Payment* (ELC 2) website, *Quality Assurance Services* (ELC 4) website, *Quality Improvement Services* (ELC 3) website, and *Child Screening and Assessment* (ELC 5) website, denoting entry points for services);
 - (d) The maintenance of an up-to-date listing with all relevant resource and referral databases and directories in Broward County and up-to-date listing in local phone directories, including the Yellow Pages; and
 - (e) The establishment of a telephone system with a Broward County phone number and with the number of lines necessary to adequately serve the needs of the general community.
- (6) Obtain and use provider-specific data from the *Quality Assurance* (ELC 4) Service Provider as an organizing mechanism for focused individual quality improvement planning and mentoring, to the degree and extent that the data is available. The Quality Rating Protocol shall be COALITION approved and shall build on the existing system.
- (7) Provide weekly on-site Technical Assistance for 63 child care centers, located in identified Superintendent Elementary School Neighborhoods throughout the Contract year.
- (8) Provide all identified Technical Assistance services (Accreditation, Inclusion, Curriculum, PERKS, and other Quality improvements) through each mentor, based on the Environmental Rating Scale and the *Child Screening and Assessment* (ELC 5) Service Provider's child assessment results.
- (9) Provide center specific workshops, video self-monitoring pilot in 10 classrooms, linkages to cluster elementary school and CDA recipient mentoring.
- (10) Provide approximately 20 monthly units of technical assistance/mentoring, support, and training by each mentor, to participating child care centers on subjects directly related to providing quality services and positive child outcomes and organized around Quality Improvement Plans that are built on Environmental Rating Scale results.
- (11) Advertise benchmark matching mini-grant opportunities as part of Quality Improvement Plans and award matching mini-grants with funding from the COALITION provided under this Contract to help centers attain quality improvement plan goals and benchmarks.

- (12) In conjunction with the COALITION, determine a prioritization and rationale for technical assistance and training support, which can be used to focus available resources. Priorities may include, but are not limited, to the following:
 - (a) Providers who are located in Superintendent Elementary School Neighborhoods;
 - (b) Providers who serve children whose families receive school readiness funds; and
 - (c) Providers who have the greatest demonstrated, measurable need for training, technical assistance, and related supports as indicated by the Environmental Rating Scales.
- (13) Provide services according to the PERKS project as outlined in **Exhibit C** during the 540-hour VPK school year program.
- (14) Facilitate access to pertinent training and/or the provision of said training based on identified needs and gaps.
- (15) Proactively inform providers of formal complaint grievance procedures. Persons applying for services shall be notified of the right to a review in cases of a determination of ineligibility for services or termination, suspension or reduction in services. Service Provider procedures for reviewing the cases of providers who request this review shall be in place. The Service Provider shall report to the COALITION all provider and other complaints that activate a formal grievance process, and their resolutions, or to request COALITION guidance. In case of dispute regarding eligibility, the COALITION shall make the final determination of eligibility.
- (16) Report all complaints or observations related to potential child abuse, neglect, or abandonment to the Florida Department of Children and Families. Track and report observations concerning potential child care licensing violations to Broward County Child Care Licensing and develop accurate feedback procedures concerning any and all actions taken by Broward County Child Care Licensing and refer all other concerns about providers to the appropriate early care and education system Service Provider(s) for follow-up.
- (17) Ensure the protection and confidentiality of individual child records and early learning provider records from unlawful disclosure as identified in the Standard Levels of Service, Chapter 411 and Chapter 1002, Florida Statutes.
- (18) Collect and track all service data using State of Florida and COALITION approved information technology resources and report formatting.
- (19) Provide monthly service reports and quarterly and annual summary reports on service data and performance standards, which include data analysis, demographic statistics and any applicable projections and recommendations to the COALITION. Provide other program specific reports and information upon request to the COALITION.
- (20) Participate in the development, implementation, and maintenance of formal service linkage agreements and procedures with any and all other Service Provider(s) of school readiness services and related community providers, as necessary.
- (21) Provide all services in accordance with applicable State of Florida and federal rules, laws, and policies, as amended from time to time, and any and all current or future COALITION policies which do not conflict with those, inclusive of AWI/OEL's required and best practice documents.

b. Coordination with Other Contractors/Entities

- (1) The CONTRACTOR shall endeavor at all times to work together in good faith in a cooperative, team approach and to candidly and frankly share all ideas and information,

including ideas and information, such as reallocating dollars, cutting positions or expenses or situations where performance of either party or a third party is improper, which may be against either individual party's self-interest.

- (2) The CONTRACTOR shall, in conjunction with early learning system community partners, provide onsite technical assistance and consultations focused on inclusion to child care centers which focus upon: strategies, curriculum, and environmental adaptations the child care providers may need to effectively serve children with special needs.
- (3) The CONTRACTOR shall in conjunction with community partners, ensure the appropriate range and availability of training/technical assistance for providers in line with assessed needs and gaps through the development and implementation of a training plan that avoids duplication of training/technical assistance and includes a mechanism for providers to easily access coordinated and comprehensive information on available training.
- (4) The CONTRACTOR shall develop and maintain relationships and formal and informal linkages with key community agencies and groups having particular expertise and/or services to ensure that appropriate early learning technical assistance and training related services are provided for early care and education providers in Broward County, including emphasis on special populations.
- (5) The CONTRACTOR shall meet on a monthly basis with the COALITION and any and all other Service Provider(s) of early learning services and with related community providers as part of an on-going system coordination team, in order to enhance the delivery of comprehensive, integrated services and supports.
- (6) The CONTRACTOR shall participate in the development, implementation, and maintenance of formal service linkage agreements and procedures with any and all other Service Provider(s) of early learning services and related community providers as necessary.
- (7) The CONTRACTOR shall submit copies of any and all correspondence submitted to the State of Florida Agency for Workforce Innovation, Office of Early Learning and/or the Florida Department of Education in connection with the requirements of this Contract to the COALITION.
- (8) The CONTRACTOR shall participate in associations; attend the COALITION's annual meetings; participate in community collaborative groups; and attend COALITION in-service training sessions to the greatest extent possible and consistent with funding, program description and design.

7. COALITION Responsibilities

a. COALITION Obligations

- (1) The COALITION shall provide guidance to the CONTRACTOR in the areas of fiscal management, operational policies and procedures and COALITION's required standards for program quality, as required by this Contract and Florida law.
- (2) The COALITION shall develop and adopt performance standards and outcome measures, enrollment priorities annually.
- (3) The COALITION shall evaluate overall compliance with this Contract's requirements for the services described herein.
- (4) The COALITION shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that the COALITION and all of its personnel who (1) are to be

permitted access to school grounds when students are present, (2) shall have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening shall be conducted by SBBC in advance of the COALITION or its personnel providing any services under the conditions described in the previous sentence. The COALITION shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the COALITION and its personnel. The Parties agree that the failure of the COALITION to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. The COALITION agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in the COALITION's failure to comply with the requirements of this section or sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by PROVIDER or COALITION of sovereign immunity or of any rights secured by Section 768.28, Florida Statutes.

b. COALITION Determinations

The COALITION's good faith determination of what constitutes acceptable services or reports shall be conclusive. The COALITION reserves the right to make any and all determinations exclusively which it deems is necessary to protect the best interests of the program and the families who are served by the COALITION, either directly or through its Service Providers.

C. Expenses

All expenses including supplies, equipment, training materials, and travel costs incurred in connection with this Contract are deemed to be included in the project cost of each deliverable and shall not be otherwise compensated.

D. Monthly Reporting and Monthly Financial Invoices

The CONTRACTOR shall submit to the COALITION's Contract Manager a monthly invoice, inclusive of all expenditures for the month, with the corresponding general ledger of program deliverables to be completed by the 14th calendar day of each month. Source documentation to support allowable costs shall be available for onsite monitoring. Source documentation may include, but is not limited to, cancelled checks, paid bills, payroll, time and attendance records, contract and sub-grant award documents, and reports, etc. The CONTRACTOR recognizes that payment for any expenditure, for work performed within the first eleven (11) months of this Contract, but submitted more than **45 calendar days** following the end of the month such expenditure was incurred is subject to approval/rejection by the COALITION.

E. Method of Payment

1. The COALITION shall pay the CONTRACTOR for the delivery of service in accordance with the terms of this Contract for a total dollar amount not to exceed **\$1,009,088.00**, for Quality Improvement Supports services as defined in this Contract, subject to the availability of funds.

2. Budget

- (a) The parties agree that a line item budget has been submitted and is attached hereto as **Exhibit B**. The CONTRACTOR, in its discretion, may make adjustments to line items within 10% for

all major categories. Adjustments greater than 10% shall be approved by the COALITION's staff, up to the total Contract amount as outlined in Section II.B. of this Contract.

(b) The parties agree that the salaries reflected in **Exhibit B** (form A-1) are based on estimated maximum salaries and may not be the actual salaries resulting from CONTRACTOR's hiring of service delivery personnel and/or the 07/08 bargaining agreement between the applicable school board union(s). In the form of a financial report reflecting actual negotiated salaries and hiring salaries, CONTRACTOR agrees to notify the COALITION within ten (10) days of an executed agreement with said union(s), but no later than September 30, 2007. The financial report shall reflect the actual salaries for each position and detail all projections through the end of the Contract year. The parties further agree that **Exhibit B** (form A-1) represents the maximum amount that will be paid for salaries under this Contract and that any differences between **Exhibit B** (form A-1) and negotiated School Board salaries shall revert back to the COALITION. Unless Section 2(a) of this section applies as to adjustments, the parties shall use best efforts to effectuate an amendment of the negotiated amounts within forty-five (45) days of CONTRACTOR's salary notification to COALITION.

3. No later than **January 15, 2008**, the CONTRACTOR shall submit a six month financial report for the period July 1, 2007 through December 31, 2007. The report shall include a comparison of the approved line item budget to the actual expenses invoiced to the COALITION and all projections through the end of this Contract year. The CONTRACTOR shall provide a plan of action that includes a detailed explanation if either of the following has occurred:

(a) This Contract is expended under 50%;

(b) Any budget category has a projected under-expenditure of more than five percent (5%); or

(c) Any budget category has a projected under-expenditure of more than \$10,000.

Such a plan of action shall include recommendations for expending dollars in accordance with this Contract. The plan shall be submitted to the COALITION for approval, no later than **January 15, 2008**.

In the event the plan is not timely received or approved by the COALITION, or if the plan shows a projected under-expenditure of funds greater than five percent (5%) or greater than \$10,000, all projected under-expended funds shall be subject to removal from this Contract.

4. Local Match

The local match requirement for CONTRACTOR shall be an in-kind amount as specified in **Exhibit A** to this Contract and shall be reported on a quarterly basis. The CONTRACTOR shall forward all match reports to the COALITION's Contract Manager for review.

F. Corrective Action/Non-Compliance:

Corrective action shall be taken to correct identified deficiencies, produce recommended improvements or demonstrate deficiencies and findings that are either invalid or do not warrant action. The CONTRACTOR shall be advised in writing as to the requirements necessary to correct any non-compliance problem/issues. If appropriate, as determined by the COALITION, the CONTRACTOR may be required to submit a corrective action plan, including the dates when any corrective action shall be completed. Failure to comply with a corrective action plan may lead to the termination of this Contract. The COALITION shall be the final authority regarding the validity of deficiencies.

G. Monitoring and Evaluation Methodology

CONTRACTOR agrees:

1. To fully cooperate with the COALITION's performance audits and financial audits.

2. That monitoring is intended to be in addition to other audit requirements found in other parts of this Contract and is not to be construed as a limitation thereof.
3. To include audit and record keeping requirements of this section in all approved subcontracts and assignments.
4. To ensure that all records pertinent to this Contract, including but not limited to sign-in/sign-out sheets (to include first/last name, time in/out, and parent/guardian full signatures), and attendance records, are available at all reasonable times for inspection, review, copying or audit by Federal auditors, representatives of the Comptroller of the State of Florida or the Auditor General of Florida, or other personnel duly authorized by the COALITION or AWI/OEL.
5. That the COALITION shall conduct quality assurance reviews annually (at a minimum) during the Contract period to assess the quality of services provided to children, families, and providers under this Contract.
6. That monitoring may be conducted by the COALITION to determine compliance with the COALITION's requirements, the extent to which key indicators of performance are being achieved and to validate internal quality improvement systems and findings.
7. That reviews shall be conducted by a team that may include the COALITION's Contract monitoring staff, a COALITION member, staff from the AWI/OEL, staff who are providing similar services in other areas of the State of Florida and staff from other funding agencies who have received training in the COALITION's monitoring process. The review process shall include a provider survey, staff survey, case file reviews and interviews with staff, families and community stakeholders. The CONTRACTOR and any subcontractors shall fully cooperate with these reviews.
8. To provide requested documentation and otherwise cooperate with the COALITION in order to successfully complete the quality assurance review. The quality assurance review team shall have access to the CONTRACTOR's customer and service files, customer satisfaction surveys, and the CONTRACTOR's financial records relating to this Contract. The COALITION reserves the right to monitor the program on-site without prior announcement to the CONTRACTOR provided that such monitoring does not affect the CONTRACTOR's ability to provide services as required by this Contract.
9. To establish and maintain an approved internal quality improvement process to assess its performance and that of its subcontractors.
10. That by execution of this Contract, the CONTRACTOR hereby acknowledges that its performance under this Contract shall meet the standards set forth above and shall be bound by the conditions set forth below. If the CONTRACTOR fails to meet these standards, the COALITION, at its exclusive option, may allow up to three (3) months for the CONTRACTOR to achieve compliance with the standards. If the COALITION affords the CONTRACTOR an opportunity to achieve compliance, and the CONTRACTOR fails to achieve compliance within the specified time frame, the COALITION may, at its option, terminate this Contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the COALITION.

H. List of Exhibits

Exhibit A - Funding

Exhibit B - Budget: Forms A and A-1

Exhibit C - PERKS Project

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT 2
TO STANDARD CONTRACT #SBBC-QIS-08-ELC3
The School Board of Broward County, Florida
(Quality Improvement Supports)

AUDIT REQUIREMENTS

The administration of resources awarded by the COALITION to the recipient may be subject to audits and/or monitoring by the COALITION as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), the COALITION may conduct or arrange for monitoring of activities of the recipient relating to this Contract. Such monitoring procedures may include, but not be limited to, on-site visits by the COALITION staff or contracted consultants, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the COALITION. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Comptroller, Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.
3. Such audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with the COALITION shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the COALITION shall be fully disclosed in the audit report with reference to the COALITION contract involved. Additionally, the results from COALITION's annual financial monitoring reports must be included in the audit procedures and the OMB A-133 audit reports.
4. If not otherwise disclosed as required by Section .310(b)(2) of OMB Circular A-133, as revised, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each contract with the COALITION in effect during the audit period.

5. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
6. Although the audit provisions of OMB Circular A-133 ordinarily do not apply to for-profit sub recipients, in the case of Federal funding provided by the U.S. Department of Health and Human Services, Circular A-133 does apply. See 45 CFR, Part 74.26 for further details.
7. A web site that provides links to several Federal Single Audit Act resources can be found at: <http://harvester.census.gov/sac/sainfo.html>

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97, Florida Statutes (the Florida Single Audit Act), as revised.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT A to this Contract indicates state financial assistance awarded through the COALITION by this Contract. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the COALITION, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e. the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at: <https://apps.fldfs.com/fsaa/>

PART III: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following at the address indicated:

A. The Florida Agency for Workforce Innovation:

Inspector General
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, FL 32399-6545

Financial Management Systems Assurance Section (FMSAS)
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, FL 32399-6545

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse):

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Copies of financial reporting packages required by PART II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Florida Agency for Workforce Innovation at each of the following addresses:

Inspector General
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, Fl., 32399-6545

Financial Management Systems Assurance Section (FMSAS)
Agency for Workforce Innovation
Caldwell Building
107 East Madison St.
Tallahassee, FL 32399-6545

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, FL 32399-450

3. Any reports, management letter, or other information required to be submitted to the COALITION pursuant to this Attachment shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients and sub recipients, when submitting financial reporting packages to the COALITION for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/sub recipient in correspondence accompanying the reporting package.

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
ATTACHMENT 3
TO STANDARD CONTRACT #SBBC-QIS-08-ELC3
The School Board of Broward County, Florida
(Quality Improvement Supports)

ASSURANCES AND CERTIFICATIONS

The COALITION will not award a grant where the CONTRACTOR has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this Contract, the CONTRACTOR hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)
- B. Debarment and Suspension Certification (29 CFR Part 98 and 45 CFR Part 74)
- C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- D. Drug-Free WorkPlace Certification (29 CFR Part 98 and 45 CFR Part 82)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
- F. Certification Regarding Public Entity Crimes (section 287.133,F.S.)
- G. Certification Regarding Separation of VPK and SR Program Funds (Section 411.01(9)(d).F.S.; Section 1002.71(1) and (7).F.S.; 45 CFR Part 98.54)

By signing the Contract, the CONTRACTOR is providing the above assurances and certifications as detailed below:

- A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.** NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the COALITION.

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

- 1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- 2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as

amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES – PRIMARY COVERED TRANSACTION.

The CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

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

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. 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.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the CONTRACTOR attests and certifies that the CONTRACTOR will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Contract given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract/Grant officer on whose Contract/Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract/Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the Contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the Contract, we will inform the agency of the changes.

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

**600 S.E. 3rd Avenue
Ft. Lauderdale, Broward County, FL 33301**

Check (X) if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

Recipient will inform the COALITION of any changes.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition of this Contract, the CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;

2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs,

The CONTRACTOR also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The CONTRACTOR understands that the COALITION and the United States has the right to seek judicial enforcement of the assurance.

F. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

The CONTRACTOR hereby certifies that neither it, nor any person or affiliate of the CONTRACTOR, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

The CONTRACTOR understands and agrees that it is required to inform the AWI immediately upon any change of circumstances regarding this status.

G. CERTIFICATION REGARDING SEPARATION OF VPK AND SR PROGRAM FUNDS, SECTION 411.01(9)(d).F.S. SECTION 1002.71(1) AND (7).F.S.; 45 CFR PART 98.54

The Voluntary Prekindergarten Education (VPK) Program and the School Readiness (SR) programs are independent programs, funded by separate state and federal sources. All expenditures made, and fiscal records maintained by CONTRACTOR shall reflect the separation of the two programs.

The CONTRACTOR hereby certifies that:

All funds awarded for the operation of school readiness programs will be expended solely for the operation of the school readiness programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the CONTRACTOR. All state general revenue funds awarded for the operation of the VPK program shall be used solely in the operation of VPK programs; and shall be distinctive and clearly identifiable in all fiscal records maintained by the CONTRACTOR.

By signing below, the CONTRACTOR certifies and assures that it shall fully comply with the applicable assurances outlined in part A through G, above.

Signature

The School Board of Broward County
CONTRACTOR

Name and Title of Authorized Representative

Date

Early Learning Coalition of Broward County, Inc.
School Board of Broward County - Budget Allocations
Contract #SBBC-QIS-08-ELC-3
QUALITY IMPROVEMENT SUPPORTS
Fiscal Year 2007-2008
For the Period of July 1, 2007 through June 30, 2008

Category	AWI Base	Total Contract	% Of Total Contract
Technical Assistance*	97Q00	1,009,088	100.00%

Estimated CFDA & CSFA Allocation to Funding Source**	
93.558 - Temporary Assistance to Needy Families (TANF)	16.84%
93.558 - TANF Maintenance of Effort (MOE)	15.38%
93.575 - Child Care Development Fund (CCDF)	34.98%
93.596 - CCDF Mandatory/Matching	24.70%
93.596 - CCDF Maintenance of Effort (MOE)	4.09%
93.667 - Social Services Block Grant (SSBG)	0.08%
75.005 - State Only Funds	3.93%
	100.00%

* Reimbursed based on Actual Expenditures (Requires General Ledger Backup)

** Based on the 2006/2007 AWI notice of award (AWI Base only)

SBBC-QIS-08-ELC3

June 5, 2007

SBBC _____
ELC _____

**FORM A: INDIVIDUAL PROGRAM BUDGET NARRATIVE
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Agency Name:	The School Board of Broward County, Florida	Proposed Budget for Year Ending: 2008
Program Name:	School Readiness / ELC3	
	REVENUES	REQUESTED AMOUNT
1	Funds from Government Sources Early Learning Coalition of Broward County	1,009,088.00
2	Foundations	
3	Other Grants	
4	Fund Raising	
5	Contributions/Legacies/Bequests	
6	Membership Dues	
7	Program Service Fees and Sales to the Public	
8	Investment Income	
9	In Kind	
10	Miscellaneous Revenue	
11	Total Revenue	1,009,088.00

**FORM A: INDIVIDUAL PROGRAM BUDGET NARRATIVE
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Agency Name: The School Board of Broward County, Florida **Proposed Budget for Year Ending: 2008**
Program Name: School Readiness / ELC3

EXPENDITURES		REQUESTED AMOUNT
12 Salaries		
Mentors (6), Coordinator (1), Educational Specialist (1), CDA Assistant (1), Clerical (1) Bookkeeper (1), and Payroll Processor (1).		484,021.00
13 Employee Benefits		
a. FICA (7.2%)		34,850.00
b. FI Unemployment (0.1%)		
c. Workers' Compensation (2.8%)		4,840.00
d. Health Plan		13,411.00
Fixed rate 2007-08 @ \$5,345 (8.25 positions)		44,097.00
e. Retirement (10.4%)		
		49,444.00
14 Sub-Total Employee Benefits are calculated at a standard rate of 20.5% (health plan not included)		146,642.00
15 Sub-Total Salaries & Benefits		630,663.00
16 Travel		
a. Travel/Transportation		
Mileage costs for (9) mentors (teachers) @ \$0.445		13,500.00
b. Conferences/Registration/Travel		
1 Conference: Registration \$600, Lodging \$ 466, Transportation \$ 300, Meals \$36/day @ 28 days = \$1,008 Staff attending 6 @ \$1120 1) Harvard Conference Pre-K @4500		11,274.00
17 Sub-Total Travel		24,774.00

FORM A: INDIVIDUAL PROGRAM BUDGET NARRATIVE FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.		
Agency Name: <u>The School Board of Broward County, Florida</u> Program Name: <u>School Readiness / ELC3</u>	Proposed Budget for Year Ending: 2008	
EXPENDITURES	REQUESTED AMOUNT	
18 Building/Occupancy		
a. Rent		
b. Depreciation		
19 Communications/Utilities		
a. Telephone Cellular Phone Monthly Service Fee (9 @ 12 months/\$30.00/mo.)	3,240.00	
b. Postage & Shipping		
c. Utilities (Power/Water/Gas)		
20 Sub-Total Communications/Utilities	3,240.00	
21 Printing & Supplies		
a. Office Supplies Copying/Laminating/Color Ink/General Office & Center Supplies	20,000.00	
b. Program Supplies Supplies to help centers 63 centers @ \$935	58,905.00	
c. Printing BCPS center sings, schedules, etc.	15,000.00	
22 Sub-Total Printing/Supplies	93,905.00	

**FORM A: INDIVIDUAL PROGRAM BUDGET NARRATIVE
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Agency Name:	<u>The School Board of Broward County, Florida</u>	Proposed Budget for Year Ending: 2008
Program Name:	<u>School Readiness / ELC3</u>	
EXPENDITURES		REQUESTED AMOUNT
23	Child Care Slots	
24	Other	
	a. Professional Fees Mentors (3 Nova Southeastern University)	195,000.00
	b. Insurance	
	c. Building Maintenance	
	d. Equipment Rental/Maintenance	
	e. Specific Assistance to Individuals	
	f. Dues & Subscriptions	1,000.00
	g. Training & Development Local conferences registration @ \$185 x 6 mentors	1,110.00
	h. Awards & Grants	

**FORM A: INDIVIDUAL PROGRAM BUDGET NARRATIVE
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**Agency Name: The School Board of Broward County, Florida Proposed Budget for Year Ending: 2008Program Name: School Readiness / ELC3

EXPENDITURES		REQUESTED AMOUNT
i. Sponsored Events		
j. Payments to Affiliated Organizations		
k. Miscellaneous Database set up @ 2,000 Video Exemplary @ 10,000		12,000.00
25 Sub-Total Other		209,110.00
26 Indirect Cost		28,196.00
27 Capital Expenses (Equipment) 9 Laptops @ \$ 1,800 1 Printer @ \$3,000		19,200.00
28 Total Expenditures		1,009,088.00

ALL FINANCIAL INFORMATION ROUNDED TO NEAREST DOLLAR

**FORM A-1: PERSONNEL BUDGET NARRATIVE
FOR EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Agency Name: The School Board of Broward County, Florida
Program Name: School Readiness / ELC3

Budget for Fiscal Year 2007-08

Note: Use additional sheets if necessary.

(1)	(2)	(3)	(4)		(5)		(6)	(7)	(8)	(9)	(10)
PERSONNEL	% OF TIME	AGENCY SALARY	DATES		NUMBER OF PAY PERIODS	SALARY PER PAY PERIOD	PERCENTAGE OF TOTAL SALARY	AMOUNT	TOTAL		
			FROM	TO							
<i>Positions/Salaries</i>											
Mentors (1) BCPS	100		7/1/2007	6/30/2008	26			100	64,543.00	64,543.00	
Mentors (1) BCPS	100		7/1/2007	6/30/2008	26			100	64,543.00	64,543.00	
Mentors (1) BCPS	100		7/1/2007	6/30/2008	26			100	64,543.00	64,543.00	
Mentors (1) BCPS	100		7/1/2007	6/30/2008	26			100	64,543.00	64,543.00	
Mentors (1) BCPS	100		7/1/2007	6/30/2008	26			100	64,543.00	64,543.00	
Mentors (1) BCPS	100		7/1/2007	6/30/2008	26			100	64,543.00	64,543.00	
Mentors (1) BCPS	100		7/1/2007	6/30/2008	26			100	64,543.00	64,543.00	
Coordinator (1)	75		7/1/2007	6/30/2008	26			75	49,717.00	49,717.00	
Clerical (1)	100		7/1/2007	6/20/2008	26			100	29,531.00	29,531.00	
Payroll Processor (1)	30		7/1/2007	6/30/2008	26			30	9,907.00	9,907.00	
Bookkeeper (1)	20		7/1/2007	6/30/2008	26			20	7,608.00	7,608.00	

(Figure should match Form A, Page 2 of 5)

484,021.00

Florida PERKS
Partners in Education and Research for Kindergarten Success
Early Childhood Educator Professional Development Grant

COOPERATIVE AGREEMENT
Year Two 2006-2007

This agreement is entered into between the **Children's Forum, Inc.** (hereinafter referred to as the "**Forum**") as the grantee for the U.S. Department of Education Early Childhood Educator Professional Development Program and the Early Learning Coalition of **Broward County** (hereinafter referred to as the "**Coalition**") as a partner in the **Partners in Education and Research for Kindergarten Success (PERKS)** grant.

Background

The PERKS project is a three-year grant, beginning September 1, 2005 and ending August 31, 2008. One of the key elements of the grant proposal is the deployment of Technical Assistance Specialists throughout the state to provide targeted assistance to early childhood educators teaching in Voluntary Pre-Kindergarten (VPK) classrooms during the academic school year. As outlined in the grant proposal, these Technical Assistance Specialists are jointly funded from grant monies and local revenues in Year 1 and Year 2 of the PERKS project, and locally funded in Year 3. The grant narrative for the PERKS project is hereby incorporated by reference into this agreement as **Attachment A**.

Technical Assistance Specialists will be employed by local Early Learning Coalitions, and tasked with providing grant-related services to assigned VPK classrooms throughout the 540-hour academic school year.

To implement the PERKS project as outlined in the grant proposal and its attachments, the Forum and Coalition agree as follows:

The Forum agrees:

1. To provide a job description and assist the Coalition with hiring the Technical Assistance Specialist(s) as needed. The number of TAS positions assigned to the Coalition will be determined by the programs and classrooms assigned in the research project.
2. To reimburse the Coalition for 50% of salary and fringe benefits and related costs up to a maximum of \$35,000 annually for each Technical Assistance Specialist (TAS) employed on a fulltime basis (1.0 FTE) through this project for years 1 and 2 of the 3- year grant. Administrative costs of up to 5% may be assessed on salary and fringe benefit costs, to be cost-shared between the Forum and the Coalition at the same 50% rate. TAS positions assigned for less than 1.0 FTE will be reimbursed on a pro-rata basis.
3. To reimburse the Coalition for grant-related mileage and grant-required travel for the TAS position(s) for years 1 and 2 on the same 50/50% cost-share basis described above in paragraph (2).
4. To provide ongoing training and support for the TAS and Coalition staff as needed throughout the project period.

5. To provide the Coalition with detailed reports (aggregated by classrooms for the confidentiality of individual children) from the evaluation results to assist in assessing and monitoring early care and education programs in the Coalition communities targeted for participation.
6. To enable participation by Coalition staff in grant-related meetings and training, e.g. training for research assistants, classroom assessors, and TA specialists.
7. At the end of the project, to provide the Coalition with excess training resources, books, supplies, and other project-related materials from project partners to sustain the intent of the project.
8. To allow the TAS to perform similar TA functions for school readiness programs during the summer months, as appropriate, when the operation of the 540-hour VPK programs have concluded and after the TAS has met all grant-related requirements.
9. At the end of the project, to transfer ownership of all assessment instrumentation purchased by the project for use in the Coalition's service area to the Coalition to increase the capacity to monitor and serve VPK and school readiness classrooms.
10. To keep the Coalition informed on the progress of the project and be responsive to recommendations and suggestions for improvement.
11. To provide information to the Coalition as needed regarding the TAS activities with the assigned VPK classrooms for monitoring and oversight purposes.

The Coalition agrees:

1. To provide the required services and supports directly or delegate the responsibility for this project to a designated service provider. If responsibilities under this project are delegated or subcontracted to a designated service provider, all associated provisions and requirements of this agreement are also delegated and must be agreed to by all parties.
2. To ensure compliance with the terms and conditions of this agreement and provide oversight directly or through the designated service provider.
3. As soon as possible, and no later than July 5, 2006, to hire Technical Assistance Specialist(s) meeting the experiential and educational requirements as outlined in the job description. Further, the Coalition agrees to pay 50% of salary and fringe benefits and all related costs for the TA Specialist(s). All unreimbursed salary and fringe benefit and related costs will be documented as matching funds for the grant requirements for years 1 and 2 using designated match reporting forms.
4. To employ TA specialist(s) in year 3 with continued prioritization of VPK classrooms in high-need communities. The Coalition will pay 100% of salary, fringe benefits, and support costs to sustain the intent of the project and document these expenditures as matching funds for this grant.
5. To provide TA specialists with sufficient office space, routine equipment and supplies, computer with internet access, and resources needed to efficiently operate and manage the program and to document these expenditures as matching funds for this grant.
6. To ensure the TA specialist(s) is tasked only with grant-related responsibilities during the 540-hour VPK program year.
7. To submit required invoices for reimbursement of costs and documentation of local matching contributions in the manner and timeframe as prescribed.

Additional Terms and Conditions

The following terms and conditions are included as part of this Agreement:

1. **Cost of Services/Method of Payment.** The maximum amount of this Agreement is \$35,000.00 annually for each TA Specialist hired, in addition to travel expenses associated with services performed under this agreement. The Forum shall not be obligated to pay for costs incurred related to this Agreement prior to its beginning date or after the ending date. Payment will be made within 30 days of the Forum being presented with a valid invoice and appropriate documentation of expenses, and the Forum's acceptance and approval of that invoice and the associated completed work. All travel costs will be reimbursed in accordance with Florida Statutes.
2. **Relationship of the Parties.** The parties to this Agreement agree that the Coalition shall provide professional services and that the relationship created by this Agreement is that of owner-independent contractor. The Coalition is not an employee of the Forum and is not entitled to any benefits provided by the Forum.
3. **Control of Work and Workmen by Coalition.** Except as otherwise provided herein, the Coalition shall be solely responsible for the manner and means in which services are performed under this Agreement, and the Coalition shall direct the performance of all clerical assistance engaged in connection with the performance of such services. The Coalition shall not subcontract for any of the work contemplated under this Agreement without prior written approval of the Forum, which shall not be unreasonably withheld. The Coalition shall be responsible for and shall superintend the execution of all works covered by this agreement, either personally or through a representative. If the Coalition uses a representative, the Coalition agrees that the representative shall be competent and qualified, shall give their personal attention to the work hereunder at all times, and shall represent the Coalition with full power to act in all matters pertaining to this Agreement. The Coalition shall pay all parties employed by the Coalition directly.
4. **Term.** Regardless of the dates of execution, this contract is effective as of July 1, 2006 and will automatically terminate on August 31, 2008 unless terminated earlier under the provisions of paragraph 5, below. A Coalition has the option of beginning the contract one month earlier, on June 1, 2006, upon request to the Forum.
5. **Termination.** Either Party shall have the right to unilaterally terminate this Contract with or without cause upon providing the other Party 10 days written notice. In the event of termination, the Coalition will be responsible for all documentation of matching funds through the termination of the Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate upon the termination or expiration of the grant award from the U.S. Department of Education.
6. **Assignment.** Neither Party may assign its interest under this Agreement except with the prior written consent of the other Party, which consent shall not be unreasonably withheld. Without limiting or restricting the generality of the foregoing, it shall not be unreasonable for a party to deny its consent where, in its opinion, acting reasonably, the proposed assignee,

purchaser or transferee lacks the capacity or resources necessary to ensure the proper conduct and completion of its obligations under this Agreement over the remaining portion of the Agreement Period. No assignment shall operate to release the assigning Party from its obligations hereunder unless such Party is expressly released from its obligations by the other Party.

7. **Copyright.** If any books, manuals, films or other copyrightable materials are produced in connection with this Agreement, the Coalition shall notify the Forum. The Forum reserves an unrestricted right to use any such materials developed or produced in connection with this contract.
8. **Inurement.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing contained in this Agreement, express or implied, is intended to confer upon any other person or entity any benefits, rights or remedies.
9. **Waiver.** No waiver by any Party of one or more defaults by any other Party in the performance of any provisions of this Contract shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.
10. **Audit, Records Access and Retention.** The Coalition is required to maintain all required records for five years after final payment is received and all other pending matters are closed. The Coalition shall maintain books, records, and documents in accordance with generally accepted accounting practices which sufficiently and properly reflect all expenditures of funds provided by the Forum or documented as matching funds. Representatives of the Forum or the Federal government shall have access, for purposes of examination, to any books, documents, papers and records, including electronic storage media, of the Coalition as they may relate to this Agreement. The Coalition will cause to be performed any required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133.
11. **Entire Agreement.** This Contract and any attachments hereto represent the entire understanding between the Parties relative to the matters addressed herein. There are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein.
12. **Amendment.** This Contract may not be amended without the execution of a written document by all Parties hereto.
13. **Governing Law and Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws. Venue for purposes of any action brought to enforce or construe this Contract shall be in Leon County, Florida.

This Agreement is supported with federal grant funds awarded under the Early Childhood Educator Professional Development Program (CFDA No. 84.349A) – FY 2005. The

EXHIBIT C

Coalition shall ensure that all its activities under this contract shall be conducted in conformance with U.S. Education Department Grant Administrative Regulations (EDGAR) and specific program regulations that govern this program. All expenditures related to this Agreement, whether cash or in-kind, are subject to the applicable Federal cost principles.

Other Federal Requirements and Certifications. The Coalition shall comply with all applicable federal laws and Office of Management and Budget (OMB) circulars as appropriate, and provide all applicable assurances and certifications, including those specified in **Attachment B**.

14. **Attorneys' Fees.** In the event of litigation arising out of or in connection with the enforcement of this Agreement or any dispute arising out of this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, costs and incidental expenses incurred in connection with such litigation proceeding, including all costs or fees incurred on appeal.
15. **Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect.
16. **Counterparts.** This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, binding on all Parties hereto and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. The Parties shall execute two originals of this Agreement. One original will be retained by the Forum and the other original will be retained by the Coalition.

Early Learning Coalition of Broward County
(the "Coalition")

The Children's Forum, Inc.
(the "Forum")

BY: _____
Typed Name: Harry R. Duncanson
Title: Chair
Date: _____
FEID Number: 65-1060848

BY: _____
Typed Name: Phyllis K. Kalifeh
Title: President/CEO
Date: _____

Delegated Service Provider (if applicable): Family Central, Inc.
Name of Agency

Attachments:

1. Grant Narrative (Attachment A)
2. Federal Requirements, Assurances and Certifications (Attachment B)
3. Job Description for Technical Assistance Specialist (Attachment C)

Attachment B – Federal Requirements, Assurances and Certifications

The Coalition agrees to comply with, and to require all subcontractors to this Agreement to comply with, all applicable provisions of federal law, including, but not limited to the following:

1. That the Coalition shall comply with the provisions of U.S. Education Grant Administrative Regulations, Part 74, and other applicable regulations.
2. In accordance with the certification provided in Attachment B-1, that the Coalition and any agent acting for the Coalition shall not use any federal funds received in connection with this Agreement to influence legislation or appropriations pending before Congress or any state legislature.
3. That the Provider shall not employ unauthorized aliens. The Forum shall consider the employment of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324(a)).
4. That if this Agreement provides for the use of \$10,000 or more in federal funds, the Coalition will comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by the United States Department of Labor's regulations contained in 41 CFR, Part 60, and 45 CFR, Part 92, as applicable.
5. That if this Agreement provides for the use of federal funds and provides services to children up to age eighteen (18), the Provider will comply with the Pro-Children Act of 1994 (20 U.S.C. 6083). Failure to comply with the provisions of this Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order against the responsible entity.
6. That, pursuant to the Drug-Free Workplace Act of 1998, and its implementing regulations codified at 29 CFR, Part 98, subpart F, the Coalition will provide a drug-free workplace as certified in Attachment B-2, Drug-Free Workplace Requirement Certification.
7. That, as required by the regulations implementing Executive Order No. 12549, Debarment and Suspension, and the regulation contained in 29 CFR, Part 98, the Coalition is not presently and has not, within the preceding three-year period, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. This is certified in Attachment B-3, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
8. That the Coalition will comply with all federal statutes relating to nondiscrimination, and shall not discriminate against anyone employed in the performance of this Agreement, or against any applicant for employment because of age, race, creed, color, handicap, natural origin, marital status or sex. The Coalition shall also provide a harassment-free workplace and give any allegations of harassment priority attention and action by management.

ATTACHMENT B-1

CERTIFICATION REGARDING LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a Federal contract, grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the undersigned certifies that:

1. No Federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Harry R Duncanson, Chair

Name and Title of Authorized Representative

Harry R. Duncanson

Name of Certifying Official

Signature

Date

ATTACHMENT B-2

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION

Pursuant to the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F, I Harry R Duncanson the undersigned, in representation of Early Learning Coalition of Broward County, Inc., the Coalition, attest and certify that the Coalition will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Coalition's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee engaged in the performance of the grant/contract be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute no later than five calendar days after such conviction;
5. Notifying the agency in writing ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide such notice of convicted employees, including position title, to every grant/contract officer on whose grant/contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected grant/contract.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).
8. The grantee/contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant. If any of the identified places change during the performance of the grant, the grantee/contractor will inform the agency of the changes. The following is/are the site(s):

Place of Performance (Street address, city, county, State, zip code)

6301 NW 5th Way, Suite 3400

Ft. Lauderdale, FL 33309

EXHIBIT C

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

Check () if an additional page was required for the listing of the workplaces.

I declare, under penalty of perjury under the laws of the United States, and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

_____	_____ <u>Harry R. Duncanson</u> _____
Signature	Typed Name and Title
_____ <u>Early Learning Coalition of Broward County, Inc.</u> _____	
Organization name	

I, _____ Harry R. Duncanson _____, certify that I am the authorized representative of
_____ Early Learning Coalition of Broward County, Inc. _____, the grantee/contractor.

Executed on: _____
Date

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Harry R. Duncanson

Name and Title of Authorized Representative

Signature

Date



JOB DESCRIPTION

Technical Assistance Specialist **U.S. DOE Florida PERKS Program**

JOB TITLE: PERKS Technical Assistance Specialist

REPORTS TO: Supervisor: _____
Early Learning Coalition of _____

JOB:
CLASSIFICATION: Exempt (not eligible for overtime under the Fair Labor Standards Act). Position will require a minimum of 40 hours per week.

JOB FUNCTION: The Technical Assistance Specialist (TAS) is responsible for providing technical assistance (TA) for teachers in VPK classrooms selected for project participation in varying levels of intensity as directed by PERKS project staff.

JOB RESPONSIBILITIES: The following responsibilities are typical of those required of the position but do not represent an exhaustive list of all tasks that may be required.

1. Attend PERKS project-related orientation and training and all subsequent meetings as assigned.
2. Audit two accelerated (8-week "express") community college courses (during Fall 2006 and Winter 2007 semesters) along with VPK teachers to become knowledgeable about course content in order to enhance TA delivery to VPK teachers.
3. Establish relationships with assigned teachers as a basis for TA services and support.
4. Share child and classroom assessment data with assigned teachers.
5. Provide technical assistance to assigned teachers following a schedule of frequency and methods as directed by PERKS project staff.
6. Participate in monthly conference calls with the TA Coordinator.

7. Perform routine data entry in the on-line database designed for the project.
8. Assist with distribution and collection of required data elements.
9. Maintain all other project documentation as directed.
10. Report any difficulties or concerns regarding the provision of technical assistance to the TA Coordinator.
11. Report any difficulties or concerns regarding the project to the Project Director.
12. Perform other duties as assigned.

PHYSICAL REQUIREMENTS:

1. Must own a vehicle, possess a valid driver's license, and be able to drive to selected classroom locations and to other locations as needed for the implementation of the project.
2. Must be able to speak on the telephone.
3. Must possess visual acuity to observe interactions and performance of the teacher in the classroom with children.
4. Must be able to lift 20 pounds.

EDUCATIONAL/EXPERIENCE QUALIFICATIONS:

1. Minimum of a bachelors degree in child development, early childhood or a related field.
2. Minimum of three (3) years of successful teaching experience with preschool-aged children.
3. Minimum of one year of experience training and/or working with adult learners.

ATTRIBUTES, SKILLS AND ABILITIES:

1. Ability to communicate effectively in oral and written form.
2. Ability to relate to individuals from diverse socio-economic, educational, cultural, and ethnic backgrounds.
3. Positive, encouraging attitude and effective interpersonal interaction skills.

4. Proficient computer skills and applications (Microsoft products).
5. Attention to detail and organization, as well as ability to effectively manage time and resources.
6. Independent and resourceful, with ability to seek out information needed to complete tasks.

SALARY RANGE: To be determined by the Early Learning Coalition.

The project will reimburse the Coalition for 50% of salary and fringe benefits and related costs up to a maximum of \$35,000 annually for each TA Specialist employed on a fulltime (1.0 FTE) basis.

EMPLOYEE/APPLICANT STATEMENT:

I have read and understand the requirements of the position and the role of the TA Specialist in the PERKS project. I verify that I meet all qualifications for the position. I will abide by the guidelines and the policies of the coalition and the research project.

Signature

Date



Partners in Education and Research for Kindergarten Success

YEAR 3 CONTINUATION 2007-2008

BACKGROUND:

In our funded proposal to U.S. DOE, the Children's Forum stated:

Potential for Continued Support and Sustainability

The Florida PERKS Project is developed with longevity in mind. By enrolling each participating teacher as a T.E.A.C.H. scholarship recipient, opportunities for professional development will continue long beyond the project period. Teachers will be able to complete their Associate's degree and continue through their Bachelor's degree. Additionally, participating teachers will receive notification of professional development training opportunities, which may be funded by early learning coalitions.

In addition to direct continued supports for participating VPK teachers, community services will be continued through the sustained role of TA Specialists. TA activities will continue in the third project year with early learning coalitions assuming full costs. Trained TA Specialists will assist other VPK classrooms or early learning facilities on implementing scientifically-valid curricula and quality early literacy practices. Local early learning coalitions will have the option to retain all assessment instrumentation used during the project and will have access to necessary training on the use of the assessments for early childhood programs, teachers, and child outcomes.

Further, upon entering into a cooperative agreement with the Children's Forum, each participating Coalition agreed to the following:

(page 1) One of the key elements of the grant proposal is the deployment of Technical Assistance Specialists throughout the state to provide targeted assistance to early childhood educators teaching in Voluntary Pre-Kindergarten (VPK) classrooms during

the academic school year. As outlined in the grant proposal, these Technical Assistance Specialists are jointly funded from grant monies and local revenues in Year 1 and Year 2 of the PERKS project, and locally funded in Year 3.

The Coalition agrees:

(page 2) ...4.To employ TA specialist(s) in year 3 with continued prioritization of VPK classrooms in high-need communities. The Coalition will pay 100% of salary, fringe benefits, and support costs to sustain the intent of the project and document these expenditures as matching funds for this grant.

In these statements, it is seen that the Children's Forum's intention through this federal project was to create a sustainable system of professional development for Florida's child care and early learning teachers. To that end, and "to sustain the intent of the project," it is our aim that the PERKS model will be embraced as a viable, ongoing system of professional development by Coalitions.

Specifically, the "intent of the project" means that Coalitions will continue to implement the "PERKS model," which is defined as:

1. identifying programs for participation (focusing on VPK programs in high-need communities);
2. employing one or more TA Specialists to be facilitators of improved teacher practices;
3. supporting selected teachers in accessing college courses at local community colleges (whether by putting money into T.E.A.C.H. to make scholarships available in your county(ies) or by funding coursework more directly);
4. conducting assessments to determine if your work is having an effect; and
5. providing us with your data and information on your ongoing activities.

In summary, our goal is to have Coalitions recognize the combination of college coursework plus technical assistance as an effective professional development model for their programs and adopt this model for long-term implementation.

Of course, with Coalitions being "in charge" of the project beginning in Year 3, most of the decisions about who is served, how many, according to what schedule, etc., would become decisions of the Coalition. Once formal data collection ends in Spring of this year (except for the kindergarten children to be assessed in 2007-2008), Coalitions will have more discretion in how they want to operate their programs and will be able to customize them to best meet their local circumstances.

So for, example, the Coalition could decide if, in Year 3, they want to continue serving their current PERKS teachers for a second year or if they want to identify a new group. Another example would be the timing of technical assistance; they could decide that all teachers will be seen twice a month, if that's what would seem to work programmatically and financially for their Coalition. As long as the basic model of

COLLEGE COURSEWORK + TECHNICAL ASSISTANCE = IMPROVED TEACHER OUTCOMES and IMPROVED CHILD OUTCOMES

is implemented, the Coalition will have the ability to manage its own program of professional development with continued support from the Forum in the third year.

Phyllis Kalifeh, Co-Principal Investigator
Beverly Esposito, Project Director
Saralyn Grass, Research Coordinator