

**FUNDING AGREEMENT BETWEEN ALACHUA COUNTY AND  
THE CHILDREN’S TRUST OF ALACHUA COUNTY**

THIS FUNDING AGREEMENT is made by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County") and the Children’s Trust of Alachua County an independent special taxing district of the State of Florida (“Agency”), collectively the “Parties”.

**WITNESSETH:**

**WHEREAS**, in effort of the Agency’s efforts to support an improvement in the literacy rate among its target population, the Agency has contracted with the Lastinger Center to perform a comprehensive needs assessment in Alachua County for the sum of \$175,000. A copy of the agreement with the Lastinger Center is attached as Exhibit 1; and

**WHEREAS**, the Agency has sought funding from the School Board of Alachua County to fund one third of the cost of the study and has sought funding from the County for partial funding; and

**WHEREAS**, at the Commission meeting of February 7, 2024, the Alachua County Board of County Commissioners (“Board”) moved to provide funding to the Agency in an amount not to exceed \$62,500 or one third of the cost of the study to assist them in procuring the comprehensive needs assessment by the Lastinger Center (the “Services”); and

**WHEREAS**, the funds to be provided to Agency, pursuant to the terms of this Agreement, serve a public purpose and benefits the health, safety or welfare of Alachua County.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

**1. Term:**

A. This Agreement shall commence upon the date of execution by both Parties (“effective date”), and continue through September 30, 2025, unless earlier terminated as provided herein

B. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Board. The Parties understand that this Agreement is not a commitment of future appropriations. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

**2. Scope of Services:** In accordance with the terms and conditions of this Agreement, the Agency will utilize the funds referenced in Section 3 below to obtain the comprehensive needs assessment ("Program") for and in Alachua County, Florida. The Parties agree that the Agency, will procure the Program more particularly described in the Scope of Services, attached hereto as **Exhibit 1** to this Agreement and incorporated herein ("Services").

**3. Billing and Compensation:**

A. The County agrees to pay the Agency for the purposes of supporting the Program, as detailed in Exhibit 1, an amount not to exceed \$62,500, or one third of the cost of the study (the

“Funding”). This may include funds that the Agency has already expended.

B. As a condition precedent for any payment of the Funding to the Agency by the County, the Agency shall, an invoice to the County requesting payment. The Agency invoice shall be accompanied by data reports detailed in Exhibit 1 attached hereto. The County reserves the right to change the invoice delivery method without prior written notice to the Agency.

C. Submission of the Agency’s invoice for payment constitutes Agency’s representation to the County that all obligations of the Agency to others, including its consultants and contractors, incurred in connection with the Program, will be paid in full, that the expenses have not been reimbursed by another agency, and that the Program provided served a public purpose. The Agency shall submit invoices to the County at the following address:

Alachua County Department of Community Support Services  
218 SE 24<sup>th</sup> Street  
Gainesville, Florida 32641  
Email: tpennington@alachuacounty.us

In the event that the County becomes credibly informed that any representations relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction. The County may also withhold payment due to the Agency until the Agency provides the documentation and data, in support of expenses, as required by the County.

D. Notices to the Agency will be provided to the Agency at the following address:  
Children’s Trust of Alachua County  
4010 NW 25th Place  
Gainesville, FL 32606  
Email: mkiner@childrenstrustofalachuacounty.us

**4. Audit, Records, and Reporting:**

A. The Agency agrees to:

1) Maintain financial books, records and reports relating to utilization of the funds for a period of at least 3 years from the date of payment to the Agency from the County and to make them available to the County upon request.

2) Maintain books, records, document, invoices, reports, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the Program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the County or by an auditor of the County’s choosing. Such review shall be during the regular working hours, following reasonable written notice. Agency agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

B. The Agency must submit reports to the County as required by the County at the address listed in paragraph 3(c) above.

C. To the extent law, statute or ordinance does not limit a grant of access solely by the

authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, the County will identify any deficiencies to the Agency in writing. The Agency failure to correct the deficiencies may result in the County withholding payments or the Agency being deemed in default of this Agreement.

**5. Default and Termination:**

A. The failure of the Agency to comply with any provision of this Agreement will place the Agency in default. Prior to terminating the Agreement, the County will notify the Agency in writing of the default. This notification will make reference to the provision of this Agreement which gave rise to the default. The County will give the Agency seven (7) calendar days from the date of the notice to cure the default. The Director of Community Support Services is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the Agency. Notices under this paragraph may be delivered electronically.

B. The County may terminate this Agreement without cause by providing written notice to the Agency (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide the Termination for Convenience on behalf of the County. In the event of such Termination for Convenience, the County agrees to reimburse the Agency for the goods and services of the Program provided prior to the date of the Termination for Convenience. The Agency shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated expenses of the Program not yet completed or performed. Notices under this paragraph may be delivered electronically.

**6. Modifications:** This Agreement may be modified and amended by mutual Agreement of the Agency and the County. Any modification of the terms of this Agreement shall only become effective upon a written amendment to this Agreement, duly executed by both Parties.

**7. Assignment:** Neither Party will assign or transfer any obligation or interest in this Agreement without prior written consent of the other Party.

**8. Independent Contractor:** In the performance of this Agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this Agreement and the Program. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency shall represent, act, or purport to act or be deemed to be the agent, representative, or employee of the County. Entry of this Agreement places no obligation on the County to hire, supervise, direct, control, operate, maintain, insure or provide benefits to the employees, volunteers, agents and assigns of the Agency. No employees, volunteers, agents and assigns of the Agency will be held to or be found to be an employee, volunteer, officer, subcontractor, or agent of the County. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement or the Program, shall not be construed to be the policies or decision of the County.

**9. Indemnification:** Each party is a governmental entity and protected by sovereign

immunity. Each party will be responsible for any negligence on the part of their employees. Nothing contained herein shall constitute a waiver by the County or Agency of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

**10. Laws & Regulations:** The Agency will comply with all federal, state, and local laws, ordinances, regulations and rules.

**11. Non-Waiver:** The failure of either Party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

**12. Severability:** If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

**13. Entire Agreement:** This Agreement contains all the terms and conditions agreed upon by the Parties.

**14. Collusion:** By signing this Agreement, the Agency declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

**15. Conflict of Interest:** The Agency warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

**16. Third Party Beneficiaries:** This Agreement does not create any relationship with, or any rights in favor of, any third party.

**17. Governing Law and Venue:** This Agreement is governed in accordance with the laws of the State of Florida. Venue for any legal action is in Alachua County, FL.

**18. Construction:** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have contributed to the preparation of this Agreement.

**19. Public Records:** The Agency is a public body under the laws of Florida and is subject to the public records law to the same extent that the County is. All records shall be retained in accordance with the state retention records.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); PHONE: (352) 264-6906; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601.**

**20. Communications:** The Agency shall maintain a working e-mail address and shall respond to e-mail communications from County within 24 (twenty-four) hours from the time the e-mail was received electronically. Exhibit 4, attached hereto, provides a change form. The Agency agrees to notify the County of any changes in e-mail, staff, executive director, Board of Directors, postal mailing address, etc. within 24 (twenty-four) hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the County to any mailing lists utilized for the purpose of

announcements, status reports, and the like.

**21. No Religious or Sectarian Requirement:** In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The Program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

**22. Workplace Violence:** Employees of Agency are prohibited from committing any act of workplace violence. Violation may be grounds for termination of this Agreement. Workplace violence means the commission of any of the following acts by an Agency's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

**23. Counterparts:** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the parties to the terms hereof.

**24. Exhibits:** All exhibits to this Agreement are incorporated into and made part of this Agreement by reference. This Agreement includes the following attachments:

Exhibit 1: Agency's Agreement with the Lastinger Center

**25. Electronic Signatures:** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

**26. Verification of Personnel:** The Agency will comply with all Florida laws related to level 2 criminal background checks for Agency staff and volunteers that have unsupervised contact with children and other vulnerable individuals served in the Program. All screenings are to be substantially consistent with the standards set forth in Section 435.04, Florida Statutes and must be available from the Agency to the County upon the County's request.

**27. E-Verify:** Pursuant to Florida law, the County as a public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. Pursuant to F.S. 448.095, as applicable, Agency will register and use the U.S. Department of Homeland Security E-verify system to verify work authorization status of new employees of the Agency during the term of this Agreement and otherwise comply with Florida law. Agency shall require any subcontractors, as applicable, to verify the work authorization status of all new employees of the subcontractor during this Agreement. The E-verify system is located at <http://www.uscis.gov/E-verify>.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year below written.

**Alachua County Board of County Commissioners**

By: \_\_\_\_\_

Charles S. Chestnut, IV, Chair

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

**ATTEST**

**APPROVED AS TO FORM**

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

**AGENCY**

Children's Trust of Alachua County

By: *Marsha Kiner*  
\_\_\_\_\_

Title: Executive Director

Date: Jan 6, 2025

Approved as to Form

\_\_\_\_\_  
Counsel to the Trust

## Exhibit 1

### RESEARCH AGREEMENT

**THIS RESEARCH AGREEMENT** ( "Agreement"), entered into as of the date of the last signature on this Agreement ( "Effective Date") by and between the **Children's Trust of Alachua County**, with offices located at 4010 NW 25<sup>th</sup> Place, Gainesville, FL 32606 ("Sponsor") and **The University of Florida Board of Trustees**, a public body corporate of the state of Florida with offices at UF Research | Sponsored Programs, 207 Grinter Hall, Gainesville, FL 32611-5500 ("University"), collectively referred to as the "Parties." Parties agree to the following:

#### BACKGROUND

University's research capabilities reflect a substantial public investment as a part of its research and higher education mission as a public land-grant university. The research contemplated by this Agreement aims to produce results of mutual interest to University and Sponsor.

#### SECTION 1 - RESEARCH WORK

- 1.1 Research Efforts. University shall use diligent efforts to perform the work described in Appendix A attached hereto ("Project") according to the standards of a United States institution of higher education.
- 1.2 Period of Performance. The period of performance for the Project will begin on April 1, 2024 and end on August 31, 2024.
- 1.3 Principal Investigator. PAIGE PULLEN ("Principal Investigator") is responsible for performance of the Project on behalf of University. If PAIGE PULLEN ceases to serve as Principal Investigator, University shall notify Sponsor, and the Parties shall agree on a replacement within sixty (60) days. In the event that Parties cannot find a mutually acceptable replacement, then either Party may terminate this Agreement in accordance with Section 9 of this Agreement.
- 1.4 Sponsor Technical Representative. MARSHA KINER ("Sponsor Technical Representative") is Sponsor's principal representative regarding technical matters. Sponsor may change its Sponsor Technical Representative upon reasonable written notice to University.
- 1.5 Consultation. The Sponsor Technical Representative may consult with the Principal Investigator regarding the Project. University shall have sole discretion on access to work in University facilities but shall make such work available to Sponsor on a reasonable basis at a time and manner determined by the Principal Investigator.

**SECTION 2 – BUDGET & PAYMENTS**

2.1 Total Funding. Sponsor shall fund a maximum amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) for the Fixed Price Project, paid in accordance with Section 2.2.

2.2 Payments.  
Sponsor shall pay University upon receipt of an invoice. University shall invoice according to the following schedule:

<b>Amount</b>	<b>Date</b>
\$43,750.00	Upon execution of the Agreement
\$43,750.00	MAY 31, 2024
\$43,750.00	JUNE 30, 2024
\$43,750.00	AUGUST 31, 2024

Payments are due within thirty (30) days from receipt of invoice. Sponsor shall pay interest to University on balances unpaid longer than thirty (30) days at a rate of twelve percent (12%) per annum. Sponsor shall pay University for all costs of collecting unpaid balances, including any third-party collection fees, attorney's fees, and court costs the University may incur to collect outstanding balances.

2.3 Billing Addresses.

University shall send invoices to: Mia Jones  
4010 NW 25<sup>th</sup> Place  
Gainesville, FL 32606  
Email: [mjones@childrenstrustofalachuacounty.us](mailto:mjones@childrenstrustofalachuacounty.us)  
Phone: 352-374-1827

Sponsor shall remit payments to: University of Florida  
P.O. Box 931297  
Atlanta, GA 31193-1297-  
e-mail: [cgrevenue@admin.ufl.edu](mailto:cgrevenue@admin.ufl.edu)  
phone: 352-392-1235

Sponsor shall include University Agreement number (AGR00030878) on each payment.



## SECTION 3 –CONFIDENTIAL INFORMATION

### 3.1 Confidential Information.

(a) Definition. “Confidential Information” means any and all non-public information owned or controlled by one Party (“Disclosing Party”) disclosed to the other (“Receiving Party”) in connection with the Project that is specifically marked as confidential at the time of disclosure or if not able to be marked, identified as confidential and followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure.

(b) Obligations. The Receiving Party shall use the Confidential Information solely for the performance of the Project and may disclose Confidential Information only to its directors, officers, employees, and agents who need to know the Confidential Information for the performance of the Project. The obligations of the Receiving Party under this Agreement will survive for three (3) years after the termination or expiration of this Agreement. University may refuse to accept any Confidential Information offered by Sponsor.

(c) Exceptions. The obligations of Subsection 3.1(b) do not apply to information that is (i) publicly available; (ii) independently known, developed, or discovered without use of Confidential Information; (iii) made available by a third party without a known obligation of confidentiality to the Disclosing Party; or (iv) required to be disclosed to comply with a law, regulation, or court or administrative order provided that the Receiving Party uses reasonable efforts to provide prior written notice to the Disclosing Party.

(d) Return. At the request of the Disclosing Party, the Receiving Party shall return or destroy all originals and copies of Confidential Information in its possession except for one (1) copy of the Confidential Information for the purpose of monitoring its obligations under this Agreement, and any copies of Confidential Information created solely by the Receiving Party’s standard archiving and backup procedures.

## SECTION 4 -- PROJECT INTELLECTUAL PROPERTY

### 4.1 Definitions.

(a) “Inventions” means any inventions or discoveries conceived under this Agreement; the term “conceived” shall be construed in accordance with its meaning under U.S. patent law.

(b) “Project Materials” means tangible materials and any associated know-how that are generated by the University under this Agreement.

- 4.2 Background Intellectual Property. Neither Party transfers to the other Party by operation of this Agreement any patent right, copyright, or other tangible or intangible proprietary right existing as of the Effective Date or developed outside the scope of this Agreement. Nothing in this Agreement shall be construed by implication, estoppel, or otherwise as a license to such rights.
- 4.3 Ownership. Inventions conceived by the University shall be owned by University. Inventions conceived by the Sponsor shall be owned by Sponsor. Inventions conceived jointly by University and Sponsor shall be jointly owned by University and Sponsor. Project Materials shall be owned by University.
- 4.4 Disclosure. University shall provide Sponsor with written disclosure of any Invention or Project Materials promptly after it is disclosed to UF Innovate. Sponsor shall provide UF Innovate with a written disclosure of any Inventions created under the Project and disclosed to Sponsor by Sponsor's employee(s). Each Party shall retain all disclosures submitted by the other Party as Confidential Information of the Disclosing Party, subject to any rights as owner of the Receiving Party.
- 4.5 Rights in Inventions and Project Materials. University grants Sponsor a first right to negotiate a worldwide, royalty-bearing, exclusive license to University's rights in Inventions and a right to negotiate a worldwide, nonexclusive license to University's rights in Project Materials (the "Negotiation Right"). Sponsor's Negotiation Right commences when University submits a disclosure pursuant to Section 4.4 and expires ninety (90) days after such disclosure ("Evaluation Period"). Sponsor may exercise the Negotiation Right by written notice to UF Innovate during the Evaluation Period. If Sponsor exercises the Negotiation Right, UF Innovate and Sponsor shall negotiate a license agreement in good faith for a period not to exceed six (6) months after Sponsor's exercise of the Negotiation Right ("Negotiation Period"). The terms of the license agreement will be based on fair market value, and among other customary terms, will obligate Sponsor to diligently develop the Invention for practical application. Unless an extension has been mutually agreed to in writing, at the end of the Evaluation Period or, if the Negotiation Right is exercised, Negotiation Period, University shall have no further obligation to Sponsor with regard to that Invention or Project Materials and is free to license its rights therein to any third party.
- 4.6 Patent Rights. At the request of Sponsor during the Evaluation Period, University will prepare and file a patent application for an Invention using patent counsel selected by University and reasonably acceptable to Sponsor. Sponsor shall reimburse University within thirty (30) days of invoice for all reasonable patent-related expenses incurred during the Evaluation Period and, if the Negotiation Right is exercised, the Negotiation Period. University shall provide Sponsor with reasonable opportunity to review and comment on the draft patent application, which shall be University Confidential Information. If Sponsor declines to support a patent application, fails to respond within

the Evaluation Period, or decides to discontinue the financial support of the patent application(s), University may file or continue prosecution at University's sole expense with no further obligation to Sponsor for that Invention, including but not limited to any obligations related to the Negotiation Right.

- 4.7 Copyrightable Works. University or its employees own any copyrighted or copyrightable works created by University employees in the performance of the Project.
- 4.8 If any Invention has also been funded by the federal government, a non-profit organization, or a state or local agency, this Agreement and the grant of any rights in that Invention is are subject to the terms that attach to such funding, including, in the case of the federal government, as set forth in 35 U.S.C. §§ 201, 37 C.F.R. Part 401. If any term of this Agreement fails to conform to applicable law, regulations, or agreements, the relevant term of this Agreement is invalid, and the Parties shall modify the term in accordance with Section 11.4 of this Agreement to comply therewith.

## SECTION 5 –DELIVERABLES

The Principal Investigator shall deliver the following to the Sponsor Technical Representative:

<u>Deliverable</u>	<u>Due Date</u>
Final Comprehensive Needs Assessment Report (As detailed in Appendix A)	August 31, 2024

Subject to the provisions of Sections 3, 4, 6, and 7 and any ownership rights granted to the Parties therein, University grants Sponsor, its successors, assigns and contractors, an irrevocable, non-exclusive license to use, disclose, reproduce, distribute, and prepare derivative works from Deliverables. Generally, and without limitation, this grant to the Sponsor is intended to extend to any use determined by the Sponsor to be in furtherance of the Sponsor's goals and public purpose.

## SECTION 6 – PUBLICATION

University reserves the right to make or allow to be made scholarly disclosures of the findings of the Project, including but not limited to, publication in scholarly journals, presentations conferences, disclosures to University and non-University scholars, and disclosures in grant and funding applications. University will not disclose Sponsor Confidential Information and will provide an acknowledgement of Sponsor's support or role in the Project.

## SECTION 7 - PUBLICITY

Neither Party shall use the other's name, crest, logo, trademark, or registered image without the express written permission of that Party. In the case of University, consent must be provided by its Office of Strategic Communications and Marketing. Notwithstanding the foregoing, either Party may make factual statements about the existence of this Agreement without prior approval, including the amount of the funding and a description of the Project, including in order to comply with (i) governmental disclosure obligations or (ii) Sponsor's reporting policies.

## **SECTION 8 – WARRANTY DISCLAIMER; LIABILITY; INSURANCE**

- 8.1 UNIVERSITY MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY MATTER RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE PERFORMANCE OR RESULTS OF THE PROJECT; THE AVAILABILITY OF LEGAL PROTECTION FOR REPORTS, RESEARCH DATA, INVENTIONS, DELIVERABLES, OR ANY OTHER WORK PRODUCT OF THE PROJECT; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS AGREEMENT. UNIVERSITY MAKES NO ASSURANCES THAT THE USE OF, INCLUDING BUT NOT LIMITED TO, REPORTS, DATA, DELIVERABLES, OR INVENTIONS WILL NOT INFRINGE ANY PATENT RIGHTS OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.
- 8.2 Each Party will bear its respective risks and liabilities incurred by it as a result of its obligations and efforts under this Agreement and shall not be liable for the acts of third parties or the consequences of the acts of third parties. Notwithstanding anything herein to the contrary, nothing in this Agreement constitutes consent by the State of Florida or its agents and agencies to be sued or a waiver of sovereign immunity of the State of Florida beyond the limited waiver provided in Section 768.28, Florida Statutes.
- 8.3 Insurance. University, as a public body corporate entity, warrants and represents that it is self-funded for liability insurance, with said protection being applicable to officers, employees, servants and agents while acting within the scope of their employment by University, and will provide its Certificate of Insurance upon request.

## **SECTION 9 - TERMINATION**

- 9.1 Termination. Either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other.
- 9.2 Termination for Breach. If either Party commits a material breach of this Agreement and fails to remedy that breach within sixty (60) days after receipt of written notice from the other Party, the Party giving notice may terminate this Agreement by written notice to the other Party, effective upon receipt. Material breach includes but is not limited to failure to provide any resources such as payment of any amounts due under this Agreement.

- 9.3 **Surviving Terms.** Expiration or termination of this Agreement by either Party without cause under Section 9.1 does not affect the rights and obligations of the Parties that accrued prior to the effective date of termination. Sponsor’s rights in Section 4 do not survive termination for material breach by Sponsor and any licenses or options granted in Section 4 shall be null and void.
- 9.4 **Payments on Termination.** Upon early termination of this Agreement by either Party for any reason, University will cease further obligation of funds and will take all reasonable steps to cancel or otherwise reduce outstanding obligations. Sponsor will pay University for costs incurred up to the date of termination and any non-cancellable expenses obligated on or before the date of termination.

**SECTION 10 - NOTICES**

The Parties shall provide all notices for this Agreement to the Administrative contact with a copy to the Technical Matters contact. All notices shall be provided in writing by email, recognized national overnight courier, or registered or certified mail, postage prepaid, return receipt requested, to the following addresses:

<p><b><u>If to Sponsor:</u></b></p> <p><b>Administrative Matters:</b>                  Marsha Kiner                  4010 NW 25<sup>th</sup> Place                  Gainesville, FL 32606  <a href="mailto:mkiner@childrenstrustofalachuacounty.us">mkiner@childrenstrustofalachuacounty.us</a></p> <p><b>Technical Matters:</b>                  Marsha Kiner                  4010 NW 25<sup>th</sup> Place                  Gainesville, FL 32606  <a href="mailto:mkiner@childrenstrustofalachuacounty.us">mkiner@childrenstrustofalachuacounty.us</a></p>	<p><b><u>If to University:</u></b></p> <p><b>Administrative Matters:</b>                  Division of Sponsored Programs                  University of Florida                  207 Grinter Hall                  Gainesville, FL 32611-5500                  (352) 392-9267  <a href="mailto:ufawards@ufl.edu">ufawards@ufl.edu</a></p> <p><b>Technical Matters:</b>                  Paige Pullen                  618 SW 12th Street                  0711 Norman Hall, Univ. of Florida                  Gainesville, FL 32611                  352-273-4275  <a href="mailto:ppullen@coe.ufl.edu">ppullen@coe.ufl.edu</a>                  Intellectual Property Disclosure/Notices:  <a href="mailto:techlicensing@research.ufl.edu">techlicensing@research.ufl.edu</a></p> <p><b>Office of Strategic Communications and Marketing:</b>  <a href="mailto:news@ufl.edu">news@ufl.edu</a></p>
--	--

## SECTION 11 -- MISCELLANEOUS

- 11.1 Independent Contractor. University and Sponsor are independent contractors. Neither Party may act as agent for the other or enter into any contract, warranty, or representation on behalf of the other. Neither Party is bound by the acts or conduct of the other.
- 11.2 Governing Law. This Agreement is governed and construed in accordance with the laws of the State of Florida. The Parties shall bring any action in connection with this Agreement in courts of competent jurisdiction in Alachua County, Florida.
- 11.3 Assignment. Neither Party may assign this Agreement voluntarily, by operation of law, or through change of control without the prior written consent of the other, which the Party may not unreasonably withhold or delay. This Agreement is binding upon and inures to the benefit of the Parties and their permitted successors and assigns.
- 11.4 Agreement Modification or Amendment. The Parties may only modify or amend this Agreement by a written instrument signed by both Parties. Any waiver of rights or failure to act in a specific instance relates only to that instance and is not an agreement to waive any rights or fail to act in any other instance. A purchase order may only be used for billing purposes. No other terms of this Agreement may be modified by terms included in a purchase order. The terms and conditions of such a purchase order do not apply, and such terms or conditions in a purchase order are null and void.
- 11.5 Force Majeure. Neither Party is responsible for delays in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder) resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, pandemic, or riot, provided that the nonperforming Party uses reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.
- 11.6 Export Controls. Both Parties acknowledge that this Agreement and the performance thereof are subject to compliance with applicable United States laws, regulations, and orders, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and all embargoes and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), as amended. Both Parties further agree that if the export laws are applicable, the Parties will not disclose or re-export any technical data/materials received under this Agreement to any countries for which the United States government requires an export license or other

supporting documentation at the time of export or transfer, unless the Parties have obtained prior written authorization from the appropriate U.S. government agency. Should Sponsor intend to disclose export-controlled technology or items to University, Sponsor will disclose the United States Munitions List (USML) Category or Export Control Classification Number (ECCN), as appropriate, to University Administrative contact (identified in Section 10) prior to disclosure. University reserves the right to decline receipt of export-controlled technology or items.

- 11.7 Dispute Resolution. The Parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. For any dispute related to this Agreement that the Parties cannot resolve by mutual agreement, the Parties must submit to formal mediation in Gainesville, Florida, or other mutually agreed upon dispute resolution options. Upon dispute resolution failure, either Party may pursue any available legal remedy.
- 11.8 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity or unenforceability does not affect any other provision of this Agreement, and the Parties shall negotiate in good faith to modify the Agreement to preserve, to the extent possible, their original intent.
- 11.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements or understandings between the Parties relating to its subject matter.
- 11.10 Counterparts and Execution. The Parties may execute this Agreement in one or more counterparts, each of which is an original, and all of which together are the same instrument. Delivery of a signed Agreement by reliable electronic means, including email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the Parties to this Agreement.
- 11.11 Headings. Headings are for convenience and do not affect the meaning of any provision of this Agreement.
- 11.12 Order of Precedence. In the event of any inconsistencies between the provisions set forth by this Agreement, the inconsistency shall be resolved by giving precedence in the following order (1) this Agreement, (2) Appendix B.

**[Signatures to follow on next page]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives.

CHILDREN’S TRUST OF ALACHUA COUNTY

THE UNIVERSITY OF FLORIDA  
BOARD OF TRUSTEES

Signature by: *Marsha Kiner*

Name: Marsha Kiner

Title: 5/2/24

Date: 02/05/24

Signature by:

Name: Elizabeth Keeter

Title: Associate Director, UF Research |  
Division of Sponsored Programs

Date: May 1, 2024

I acknowledge the Agreement and agree to be bound by its terms.

*Paige Pullen*

PAIGE PULLEN  
Principal Investigator

4/30/2024 | 2:17 PM EDT



## APPENDIX A PROJECT

### Title: Children's Trust of Alachua County Comprehensive Needs Assessment

#### Statement of Work:

##### ***Background***

*"The ability to read fluently and for understanding...is perhaps the most important foundational skill for U.S. adult citizens' health, well-being, and social and economic advancement. It is a gateway to lifelong learning, education, and training" (Sabatini, 2015, p. 1). However, only 35% of fourth grade students in the United States read grade level material proficiently. Even more alarming is the discrepancy between white and black children with 45% of white children scoring at the proficient level or above compared to 18% of black children (NAEP, 2019). Illiteracy is arguably the single greatest challenge in education today given both the overwhelming number of students failing to reach grade level reading standards and the achievement gap for historically marginalized groups of children.*

*We are facing a perfect storm in the U.S. given the challenges of an existing literacy crisis, a global pandemic resulting in loss of academic engaged time, particularly for students from underrepresented groups, a lack of teacher knowledge in the science of reading, and a lack of evidence-based strategies for reading instruction in the primary grades. Although the pandemic has affected children and families of all backgrounds across the U.S., its impact has been far greater on children who are non-white and living in poverty. The achievement gap, which has been present for decades, has not improved over the past 50 years, and the pandemic has not only exacerbated the problem, but perhaps revealed the magnitude of this chasm.*

*This problem did not happen overnight, and it will take the efforts of all of us, researchers, policy-makers, teachers, parents, and the community to make up the ground we have lost due to a myriad of issues, not the least of which is systemic inequities in the education system. The University of Florida Lastinger Center works to create equitable educational systems where every child and educator, regardless of circumstances, experiences high-quality learning every day to support children's achievement of critical milestones that are predictive of success in school and life. Our research shows that a child who meets major*

*educational milestones, including reading proficiently by third grade, experiences the most success later on in life.*

*The UF Lastinger Center is committed to improving student outcomes by developing innovative solutions that can be implemented at scale with fidelity. Our own listening tour of the COVID-19 pandemic (see Zhao et al., 2020) and extensive literature reviews point to the need for a novel approach to improving reading outcomes across the country.*

*The Children's Trust of Alachua County will partner with the University of Florida Lastinger Center for Learning (UFLC) to conduct a Comprehensive Needs Assessment to identify the specific early language and literacy learning needs of each level of the Alachua school district ecosystem: district personnel, school administrators, coaches, teachers, paraprofessionals, school based staff, and students. The Needs Assessment data will inform the development of a comprehensive professional learning plan aimed at improving student literacy achievement for all students.*

### ***Comprehensive Needs Assessment***

*The UFLC is a nationally recognized leader in researching and creating innovative learning and educational strategies to improve the well-being of children from birth through age 18. The Center's extensive expertise in researching, creating, implementing, and evaluating educational initiatives results in improved teaching and learning that advances youth development. An integral step in the program development process and later implementation is to identify the needs of the organization (i.e., district, schools, and community). To develop and deliver an educational program that results in improved outcomes for stakeholders, the partner organizations (e.g., Children's Trust of Alachua County, Alachua County Public Schools, and UFLC) must first be informed of the existing structure, including the strengths, assets, and limitations. The assessor initially identifies the assets and needs of the district. A need is the "discrepancy or gap between 'what is' and 'what should be'" (Witkin & Altschuld, 1995, p. 4). The "what is" is the current state, the "what should be" is the desired or expected outcome, and the gap is the identified need(s). UFLC must understand what needs to be targeted with professional development in order to help achieve the desired situation (the "what should be"). A needs assessment is "a systematic set of procedures undertaken for the purpose of setting priorities and making decisions about program or organizational improvement and allocation of resources" (Witkin & Altschuld, 1995, p. 4).*

*In addition to identifying what is lacking, the UFLC will utilize Asset Mapping as a tool to "assess and mobilize what a community has" rather than what it lacks (Human Services Commission, 2013, p. 3). This technique: (1) uncovers resources found in a community; (2) relies on the assets within a community at a specific time; and (3) seeks to build linkages among local people, institutions, and organizations (Human Services Commission, 2013). Asset Mapping is not a needs assessment tool, but it provides UFLC with an additional approach to better understand their community (Berkowitz & Wadud, 2018).*

*UFLC will follow a Three-Phase Plan for assessing the learning needs of educators and students in Alachua County Public Schools. (see Figure 1). The first phase, Pre-assessment, is exploratory by nature and seeks to help prepare the needs assessment for implementation. Assessment is the second phase; data gathering and analysis occur during this phase. During the last phase, Post-assessment, the UFLC will help determine priorities and communicate the results to the district.*



Figure 1: Three Phase of the Comprehensive Needs Assessment adapted from Witkin & Altschuld (1995).

### ***Phase 1: Pre-Assessment***

*The purpose of the pre-assessment phase is to (a) investigate what is already known about the needs of the target group, (b) determine the focus and scope of the assessment, and (c) gain commitment for all stages of the assessment, including the use of findings for program planning and implementation (Witkin & Altschuld, 1995). The pre-assessment phase also provides the beginning stages of collecting the most appropriate data sources for the foundational understanding of the target group and their community. UFLC will work with the Children's Trust of Alachua County and the district to form a Needs Assessment Committee (NAC). A NAC is a critical part of a comprehensive needs assessment. The committee should include stakeholders that represent all parts of the system: superintendents, district office staff, principals, teachers, paraprofessionals, school office staff, parents/guardians, community members, and students all have important information about the system. UFLC will collaborate*

*with NAC to create a management plan, gather pre-existing information, and determine the appropriate needs assessment approach. Existing datasets are often available to help identify what certain needs exist as well as to identify target audiences and locate previously conducted programs and assessment information (Witkin & Altschuld, 1995). During the pre-assessment phase, we will collect data from internal and external sources as outlined in Table 1, Comprehensive Needs Assessment Activity Overview. The data points listed in Table 1 are not exhaustive of the possible data points that the UFLC and NAC may identify as useful to the process.*

*At the conclusion of the pre-assessment information gathering phase, UFLC will work in tandem with the NAC to determine any additional data that are needed and the assessment tool(s) that will be utilized. The group will identify gaps in the data, determine if sufficient qualitative and quantitative data are present, and consider whether additional information is warranted to triangulate the data.*

### ***Phase 2: Assessment***

*UFLC will work with the NAC to select valid and reliable assessments to collect any missing information; surveys, focus groups, observations, and established standards-based curriculum measures may be utilized. A matrix will be used as an organizational tool to name the data measures, plan activities, and establish timelines for implementation. The UFLC will work in coordination with the Children's Trust of Alachua County and the school district to employ equitable assessment practices such as consistently worded survey items, scripts, and trained interviewers who do not intentionally introduce bias into the data collection process.*

### ***Phase 3: Post-Assessment***

*UFLC will compile and organize the data prior to facilitating analysis by the NAC. UFLC will utilize the School Reform Initiative Data Driven Dialogue Protocol to guide the NAC through the process of making shared meaning of the data. The protocol includes four phases that "help replace hunches and feelings with data-based facts, examine patterns and trends of performance indicators, and generate root-cause discussions that move from identifying symptoms to possible causes of student performance" (Teacher Development Group, 2002). Once the assessment data are analyzed, the UFLC will work with the NAC to prioritize the needs*

*using a multiple criteria approach. A multiple criteria approach examines each need individually to gauge its importance and feasibility. The priority of each need is considered based on the level of risk it creates if unaddressed.*

*UFLC will provide the Children's Trust of Alachua County with a Final Comprehensive Needs Report. The report will include a description of the Comprehensive Needs Assessment process that transpired, the collected data with an analysis narrative, the prioritized needs as identified by the NAC, an executive summary, and UFLC's recommendations for specific strategies and activities that address the prioritized needs. UFLC will outline the Flamingo Literacy products and services that offer evidence-based solutions to the identified needs. The resources will include products and services from the UFLC and other evidence-based solutions.*

### ***UFLC Comprehensive Literacy System***

*UFLC has a suite of literacy-focused programs designed to support educators at all levels of the educational ecosystem; instructional leaders, literacy coaches, teachers, and paraprofessionals. The professional learning supports are rooted in the science of reading and provide educators with the foundational knowledge and skills necessary to provide high-quality literacy instruction. The Flamingo Literacy Matrix, Flamingo Small Group Literacy Instruction, and Literacy Coaching Program are examples of professional learning offered by the UFLC to equip educators with the knowledge and skills to teach reading effectively.*

*The **Flamingo Literacy Matrix** is an online professional development system built in partnership with Just Read, Florida! and the Florida Department of Education. It is an approved route to the Florida Reading Endorsement and satisfies the Dyslexia 40-hour renewal requirement. The systematic training prepares teachers to effectively teach reading, diagnose issues, and intervene appropriately using evidence-based strategies. Educators in Alachua County Public Schools can participate in the Literacy Matrix even if they have previously earned their Reading Endorsement; the Literacy Matrix provides educators with personalized learning paths based on their individual data results.*

***Flamingo Small Group Literacy Instruction** is an evidenced-based small-group reading model developed by the UFLC to support both instructor development and student development. Instructors receive job-embedded support on the evidence-based strategies that comprise the science of reading. These strategies are integrated into one instructional model that is used in conjunction with a comprehensive reading program. After years of research and*

*teacher focus groups, UFLC has identified key components that are necessary and sufficient to develop skilled readers (Lane et al., 2009; Pullen et al., 2005). Several factors, such as the intentional use of student data, an emphasis on grapho-phonemic (letter-sound) information, and the use of a variety of text, distinguish this model from other popular models and improve student outcomes. The model includes daily vocabulary instruction that builds background knowledge and increases comprehension; this is of particular importance for striving readers.*

*The **Flamingo Literacy Coach Endorsement Program**, built in partnership with Just Read, Florida! and the Florida Department of Education, is an online program created to equip literacy coaches with the skills, expertise, and resources to support educators and improve literacy outcomes for all students. The program is grounded in the science of reading and effective literacy coaching practices as outlined in the Florida Department of Education Literacy Coaching Definition, Domains, and Standards (FDOE, 2022). This endorsement program also includes a unique online feature: Literacy Coaching Playbooks, a suite of resources for literacy coaches to use in their work with educators. Each playbook provides Literacy Coaches with resources that align with the Big 5 domains of reading development identified by the National Reading Panel Report of 2000, with two separate decoding playbooks to differentiate instruction for early and advanced decoding. The six Flamingo Literacy Playbooks are Phonological Awareness, Early Decoding, Advanced Decoding, Fluency, Vocabulary, and Comprehension. The UFLC developed the Flamingo Literacy Playbooks to ensure that Literacy Coaches have evidence-based literacy content at their fingertips when providing job-embedded support to educators. Additional literacy-focused professional learning programs are available specifically for school district personnel and school administrators.*

*Tables 1 and 2 included below outline the specific activities, events, and timeline for each phase of the Comprehensive Needs Assessment process.*

<b>Table 1: Comprehensive Needs Assessment Activity Overview</b>		
<b>Phase</b>	<b>Activity</b>	<b>Timeline</b>
PHASE 1: Pre-Assessment <i>(Collecting Existing Data)</i>	1. UFLC works with school district leaders to identify and form a Needs Assessment Committee (NAC) that will comprise stakeholders that represent the system in its	<i>May 2024</i>

	<p>entirety.</p> <ol style="list-style-type: none"> <li>2. UFLC works with the NAC to create a management plan, gather pre-existing information (internally and externally), and determine the appropriate needs assessment approach. Data about student achievement, student demographics, curriculum and instruction, support services, assessment plans, professional development, technology, and family/community involvement are collected. A comprehensive needs assessment examines information from various sources; the data sources listed below are likely to be used.             <ol style="list-style-type: none"> <li>a. Strategic Planning Documents</li> <li>b. Program Evaluations</li> <li>c. Data Reports</li> <li>d. Budgets</li> <li>e. Schedules</li> <li>f. Survey results</li> </ol> </li> <li>3. UFLC works with the NAC to review the gathered preexisting information and determine if additional data are needed. The group identifies gaps in the data, determines if sufficient qualitative and quantitative data is present, and considers whether additional information is warranted to triangulate the data.</li> <li>4. UFLC works with the NAC to select valid and reliable assessments to collect any missing information; surveys, focus groups, observations, and established standards-based curriculum measures may be utilized.</li> </ol>	
<p>PHASE 2: Assessment <i>(Collecting New Data)</i></p>	<ol style="list-style-type: none"> <li>1. The UFLC and NAC develop a plan and timeline for administering the new assessments. Equitable assessment practices such as consistently worded survey items, scripts, and trained interviewers who do not intentionally introduce bias into the data collection process will be employed.</li> <li>2. UFLC associates and district leaders conduct school site visits to collect missing information identified during the pre-assessment phase. Classroom observations and interviews may be conducted.</li> </ol>	<p><i>June 2024</i></p>
<p>PHASE 3: Post-Assessment <i>(Determining Needs)</i></p>	<ol style="list-style-type: none"> <li>1. Once the assessment data are analyzed, the UFLC will work with the NAC to prioritize the needs using a multiple criteria approach and risk assessment.</li> <li>2. UFLC provides the Children’s Trust of Alachua County and NAC with a Final Comprehensive Needs Report that includes the following:             <ol style="list-style-type: none"> <li>a. Description of the Comprehensive Needs Assessment Process that includes:                 <ol style="list-style-type: none"> <li>i. UFLC associates and NAC members</li> <li>ii. Outline of Activities</li> <li>iii. Data sources and tools</li> <li>iv. Data collection protocols</li> </ol> </li> </ol> </li> </ol>	<p><i>July/August 2024</i></p>

	<ul style="list-style-type: none"> <li>b. Collected data with analysis narrative (<i>data is de-identified</i>)</li> <li>c. Prioritized list of needs determined by the NAC</li> <li>d. Executive summary</li> <li>e. UFLC recommendations                             <ul style="list-style-type: none"> <li>i. Recommendation identifies specific strategies and activities to address prioritized areas (<i>recommendations build on strengths identified in the data and may include additional partners</i>)</li> </ul> </li> </ul>	
--	--	--

<b>Table 2: Comprehensive Needs Assessment Schedule of Events</b>				
	Initial Launch <i>April 2024</i>	Phase 1 <i>May 2024</i>	Phase 2 <i>June 2024</i>	Phase 3 <i>July/August 2024</i>
Organization and District Leaders	Initial meeting <i>(2-hours, on-site)</i>	<i>Bi-weekly Meetings (1 hour, virtual)</i>	<i>Monthly Meetings (1 hour, virtual)</i>  <i>School Visits (2-days, 12 hours, on-site)</i>	Presentation of Final Report <i>(2-hours, on-site)</i>
NAC*	Initial meeting <i>(3-hours, on-site)</i>	Data Review and Assessment Planning <i>(6-hours, on-site)</i>		<i>Data Analysis (2-days, 12 hours, on-site)</i>

*\*Needs Assessment Committee*

***Proposed Scope of Work***

<b>Timeline: April 1, 2024 - August 31, 2024</b>
<b>Comprehensive Needs Assessment Process</b>
<ul style="list-style-type: none"> <li>● INITIAL LAUNCH (April)                             <ul style="list-style-type: none"> <li>○ Initial meeting with district leaders - <i>2-hours on-site</i></li> <li>○ Initial meeting with NAC* - <i>3-hours on-site</i></li> </ul> </li> <li>● PHASE 1: Pre-Assessment Phase (May)                             <ul style="list-style-type: none"> <li>○ Creation of a Preliminary Pre-Assessment Data Report</li> <li>○ Data Review and Assessment Planning Session with NAC - <i>6-hours on-site</i></li> </ul> </li> <li>● PHASE 2: Assessment Phase (June)                             <ul style="list-style-type: none"> <li>○ School visits with district leaders - <i>2-days, 12-hours on-site</i></li> </ul> </li> <li>● PHASE 3: Post-Assessment (July/August)                             <ul style="list-style-type: none"> <li>○ Data Analysis Session with NAC - <i>1-day, 6-hours on-site</i></li> <li>○ Final Comprehensive Needs Assessment Report</li> <li>○ Presentation of Final Report with District Leaders - <i>2-hours on-site</i></li> </ul> </li> </ul>



**Communication and Project Management**

- Ongoing meetings with the Children’s Trust of Alachua County - *monthly April-August*
- Internal project management to ensure timely completion of deliverables - *April-August*

*\*Needs Assessment Committee*

**Total: \$ 175,000**

**Certificate Of Completion**

Envelope Id: 3FF364BB89B947D5A8E578629EEEC7A1	Status: Completed
Subject: Complete with DocuSign: UF-Children's Trust of Alachua-Comp Needs Assessment Agreement_Final.pdf	
Process:	
Source Envelope:	
Document Pages: 19	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Nicole Munroe
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	971 Elmore Drive, Rm 102
	PO Box 115250
	Gainesville, FL 32611
	nmcritelli@ufl.edu
	IP Address: 128.227.105.30

**Record Tracking**

Status: Original	Holder: Nicole Munroe	Location: DocuSign
4/30/2024 2:13:26 PM	nmcritelli@ufl.edu	

**Signer Events**

Signer Events	Signature	Timestamp
Paige Pullen ppullen@coe.ufl.edu Security Level: Email, Account Authentication (None)		Sent: 4/30/2024 2:14:38 PM Viewed: 4/30/2024 2:17:25 PM Signed: 4/30/2024 2:17:41 PM
	Signature Adoption: Pre-selected Style Using IP Address: 64.96.70.210	

**Electronic Record and Signature Disclosure:**  
Accepted: 4/8/2023 2:11:01 PM  
ID: afa2a055-81e8-4a96-9783-622ab35aff21

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/30/2024 2:14:38 PM
Certified Delivered	Security Checked	4/30/2024 2:17:25 PM
Signing Complete	Security Checked	4/30/2024 2:17:41 PM
Completed	Security Checked	4/30/2024 2:17:41 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES**

From time to time, the University of Florida (we, us, our, or UF) may be required by law to provide you certain written notices or disclosures and may also choose to provide you with agreements, statements, authorizations, acknowledgments and other documents (collectively, “Documents”). Described below are the terms and conditions for providing such Documents electronically through the UFDocuSign electronic signing system. This supplements all other agreements you have with UF; however, in the case of any inconsistency, the terms herein shall control as applied to your consent to receive and sign Documents electronically through UFDocuSign. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the ‘I agree’ button at the bottom of this document. If you are agreeing on behalf of a business entity, you also agree that you have the requisite authority to consent to this Disclosure and Consent to Use Electronic Records and Signatures on behalf of the entity.

### **All Documents may be sent to you electronically**

Unless you tell us otherwise, in accordance with the procedures described herein, we may, in our sole discretion, provide electronically to you through the UFDocuSign system all Documents that are required to be provided or made available to you during the course of our relationship. We may always, in our sole discretion, provide you with any Documents in paper form, even if you have chosen to receive it electronically.

### **Getting paper copies**

At any time, you may request a paper copy of any Document provided or made available electronically by us. You will have the ability to download and print documents we send to you through the UFDocuSign system during and immediately after the signing session. To request delivery from us of paper copies of the Document(s) previously provided electronically, you must send an e-mail reply to the sender of the electronic Document(s) and state your e-mail address, full name, US Postal address, and telephone number.

### **Withdrawing your consent**

If you decide to receive Documents from us electronically, you may at any time change your mind and tell us that thereafter you want to receive Documents only in paper format. To indicate to us that you are changing your mind, you must withdraw your consent using the UFDocuSign ‘Withdraw Consent’ form on the signing page of an UFDocuSign envelope. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically. You will no longer be able to use the UFDocuSign system to receive Documents electronically from us or to electronically sign Documents from us.

If you withdraw your consent, it will become effective only after a reasonable period of time has passed to allow us to process such request. If you elect to receive Documents only in paper format, your withdrawal of consent will have no legal effect on the validity or enforceability of any Documents provided to you in electronic form or electronically signed by you through UFDocuSign prior to the effective date of your withdrawal. Withdrawing your consent means you will be sent and sign Documents in paper form going forward.

To inform us that you no longer want to receive future Documents in electronic form you may:

- i. decline to sign a document from within your UFDocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent; or
- ii. send us an e-mail to [UF-DocuSign@ufl.edu](mailto:UF-DocuSign@ufl.edu) and in the body of such request state your

e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.

**How to contact UF**

You may contact us to let us know of changes to your electronic contact information, to request paper copies of certain information from us, and to withdraw your prior consent to receive Documents electronically as follows:

- To contact us by email send messages to: UF-DocuSign@ufl.edu
- To contact us by paper mail, please send correspondence to:

University of Florida Information Technology  
Attn: UFDocuSign Service  
P.O. Box 113359  
Gainesville, FL 32611-3359

**To advise UF of your new e-mail address**

You agree to promptly update us regarding any change in your email address so that we may send Documents to you electronically, as needed. To let us know of a change in your e-mail address, you must send an email message to us at UF-DocuSign@ufl.edu and in the body of such request state: your previous e-mail address, your new e-mail address. You also agree to promptly update us regarding any change to your other contact information in the same manner described above.

In addition, you must notify UF to arrange for your new email address to be reflected in your UFDocuSign account by following the process for changing e-mail in the UFDocuSign system.

**Recommended hardware and software**

Operating Systems:	Most recent final release versions: Windows® and Mac OS®
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive Documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic Documents that we will provide to you, please verify that you were able to read this DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES document; and
- I can print on paper the DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES document or save or send it to a place where I can print it, for future reference and access; and
- I agree to the terms and conditions in this DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES document; and
- Until or unless I notify UF as described above, I consent to receive exclusively through electronic means all Documents during the course of my relationship with UF under the terms and conditions set forth in this DISCLOSURE AND CONSENT TO USE ELECTRONIC DOCUMENTS AND SIGNATURES.






# UF-Childrens\_Trust\_of Alachua - Comp Needs Assessment Agreement\_PEX

Final Audit Report

2024-05-02

Created:	2024-05-02
By:	Mia Jones (mjones@childrenstrustofalachuacounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAomAhXtQfTcHTeA66zNWOfdVEPqURxvYm

## "UF-Childrens\_Trust\_of Alachua - Comp Needs Assessment Agreement\_PEX" History

-  Document created by Mia Jones (mjones@childrenstrustofalachuacounty.us)  
2024-05-02 - 2:05:10 PM GMT
-  Document emailed to Marsha Kiner (mkiner@childrenstrustofalachuacounty.us) for signature  
2024-05-02 - 2:05:17 PM GMT
-  Email viewed by Marsha Kiner (mkiner@childrenstrustofalachuacounty.us)  
2024-05-02 - 3:03:58 PM GMT
-  Document e-signed by Marsha Kiner (mkiner@childrenstrustofalachuacounty.us)  
Signature Date: 2024-05-02 - 3:18:20 PM GMT - Time Source: server
-  Agreement completed.  
2024-05-02 - 3:18:20 PM GMT

**Amendment 1**

**Research Agreement**

**between**

**University of Florida Board of Trustees**

**and**

**Children's Trust of Alachua County**

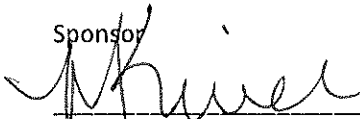
The purpose of this Amendment is to extend the period of performance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the following Articles shall now read as follows:

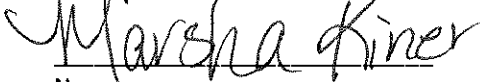
**1.2 Period of Performance.** The period of performance for the Project will begin on April 1, 2024 and end on December 31, 2024.

Except as hereby modified, all terms and conditions of the original research agreement remain unchanged and in full force and effect.

Sponsor



Authorized Official Signature

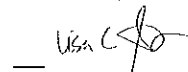


Name



Date

University of Florida



Digitally signed by Lisa Stroud  
Date: 2024.05.30 16:42:12  
-04'00'

Authorized Official Signature

Lisa Stroud

Name

5/30/2024

Date