

**AGREEMENT BETWEEN  
ALACHUA COUNTY, FLORIDA  
& GAINESVILLE FOR ALL, INC.**

THIS AGREEMENT (“Agreement”) is made by and between Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the “County”), and Gainesville For All, Inc., a Florida not for profit corporation (“GNV4ALL”). The County and GNV4ALL are collectively hereinafter referred to as the “Parties”.

WITNESSETH

**WHEREAS**, the coronavirus disease (COVID-19) caused a severe, intertwined public health and economic crises; and

**WHEREAS**, the COVID-19 pandemic resulted in unemployment, increased food and housing insecurities, and negative impacts to businesses, households, and our community; and

**WHEREAS**, the pandemic burden households and working families in obtaining childcare, fulfilling educational needs, and having access to family and childhood services; and

**WHEREAS**, the American Rescue Plan Act of 2021 (“ARPA”) established the Coronavirus State & Local Fiscal Recovery Funds (“SLFRF”) to provide fundings to state, local, and tribal governments to respond to the COVID-19 pandemic and its impacts; and

**WHEREAS**, the Board of County Commissioners of Alachua County, Florida (“Board”) has received funds under ARPA to address those impacts; and

**WHEREAS**, SLFRF funds may be, according the U.S. Department of the Treasury guidance and the final rule, used by recipients to replace lost public sector revenue and to pay for government services, subject to some restrictions; and

**WHEREAS**, Alachua County has determined a revenue loss amount; and

**WHEREAS**, GNV4ALL is a not for profit corporation that desires to have a family learning center, more particularly described herein, to provide educational/school program(s) and community services in Alachua County, Florida; and

**WHEREAS**, GNV4ALL’s efforts will assist local households; and

**WHEREAS**, on January 10, 2023, the Board heard a presentation on Gainesville For All Empowerment Zone Family Learning to be located in Alachua County and moved for unallocated ARPA to assist with the type of services to be provided; and

**WHEREAS**, on April 25, 2023, the Board received and approved the plan for the GNV4ALL Empowerment Zone Family Learning Center; and

**WHEREAS**, for the reasons stated above, the Board finds the disbursement of funding to GNV4ALL will provide a form of government service, will act as a response to negative impacts economic impacts of the pandemic, and will be an investment in our community; and

**WHEREAS**, GNV4ALL and the County desire to enter into this Agreement to clarify the services and disbursement of funding; and

**WHEREAS**, entry of this Agreement benefits public health, safety, and welfare.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, Alachua County and GNV4ALL enter this Agreement and agree as follows:

1. **Recitals**. The foregoing recitals are correct and are incorporated herein.
2. **Term**. This Agreement shall become effective upon the date of execution of the last Party to this Agreement (“effective date”) and will remain in effect for a period of two (2) years from the effective date, unless earlier terminated. This Agreement may be further amended upon separate written amendment signed by the Parties.
3. **Agreement**.
  - A. **Scope of Services**: In accordance with the terms and conditions of this Agreement, GNV4ALL will utilize the funds referenced in section 4 (“Funds”) below for a community and education center, currently referred to as “GNV4ALL Empowerment Zone Family Learning Center”, to be located in Alachua County, Florida (the “Center”). The Parties agree that the GNV4ALL, or its authorized assignees or agent, shall utilize the Funds to serve the Alachua County community, as more particularly described in the Plan, attached hereto as **Exhibit A** to this Agreement and incorporated herein (“Services”). The Parties agree that the Services listed in Exhibit A attached hereto will not be modified unless there is written, separate document signed by both the Parties.
  - B. **Employment**: 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 GNV4ALL. No employees, volunteers, agents and assigns of GNV4ALL will be held to be an employee, volunteer, officer, subcontractor, or agent of the County. The GNV4ALL has no authority under this Agreement to hold itself out as authorized to act on behalf of the County.
  - C. **Operations**: Entry of this Agreement places no obligation on the County to operate, run, maintain, insure, or defend the Center and its capital facility. GNV4ALL shall be the sole entity responsible for operating and maintain the Center.
4. **Funding Agreement**.
  - A. **Funds**. In consideration of GNV4ALL providing the Services described herein, the County agrees to provide GNV4ALL an amount not to exceed **\$350,000.00** during the term of this Agreement (“Funds”).
  - B. **Timing and Reporting**: GNV4ALL will comply with the timing requirements imposed on the Funds. GNV4ALL will comply with reporting and compliance requirements as directed, required, and requested by Alachua County during the term

of this Agreement, whether or not such is expressly provided herein. As directed at a public meeting on January 10, 2023, GNV4ALL will provide a written or oral report to the Alachua County Board of County Commissioners at a publicly held Board meeting on annual basis, during the term of this Agreement, to provide a status update on the Services provided and the success of the Center.

C. GNV4ALL shall ensure that the funding request(s) to the County and the expenditure of such Funds are for eligible uses as stated in federal rules, regulations, laws, and guidance in effect on the effective date of this Agreement, or as may be amended during the term of this Agreement. GNV4ALL will provide to the County upon request, data, evidence, and supporting documentation regarding use of the Funds. If requested by the County, GNV4ALL will provide a list to the County of expenditures on any invoice and back- up documents to support that uses of the Funds are in compliance with the U.S. Department of the Treasury guidance and final rule on SLFRF, as part of ARPA, as may be amended. GNV4ALL will implement internal controls and monitoring to ensure compliance with the federal rules, regulations, and guidance.

D. Allocation. The Parties agree that this Agreement is not a commitment of future appropriations.

E. Funding Restrictions. At no time will any part or dollar of Funds from the County to GNV4ALL be used for or deposited into a pension fund, service debt, replenishing financial reserves, lobbying, satisfaction of settlements or judgments or consent decree or judicially confirmed debt or a non-Federal match, where prohibited. No part of the Funds shall be used for a task or project that conflicts with or contravenes the purpose of this Agreement.

5. Payment Requests. Payments made under this Agreement to GNV4ALL from the County will be on a reimbursement basis. In order to obtain reimbursement payments, GNV4ALL will submit written reports as requests for payments in accordance with the requirements listed in **Exhibit B - Reporting and Payment** and **Exhibit C**, attached hereto and incorporated herein *Requests*. The County's Community Support Services Director or designee may require GNV4ALL provide additional supporting documentation with the requests for payment or report. Subject to receipt by County of the proper supporting documentation from GNV4ALL to the County with each request, payment by the County to GNV4ALL shall be made within thirty (30) days after GNV4ALL submits a payment request. The County may deny a request for payment, in whole or in part, if the County determines that an expenditure does not comply with or is not eligible under the terms of this Agreement, including it exhibits. GNV4ALL is liable for re- payment to the County of any funds provided to GNV4ALL if any representation or supporting documentation is found by the County to be false or misleading or ineligible or not in compliance with the terms of this Agreement.

6. Performance Monitoring. The Parties agree that during the term of this Agreement,

authorized employees of the County will coordinate and inquire with GNV4ALL for the purpose of monitoring or inspecting that: (i) the Services are being provided or completed, (ii) the status of the completion of the goal(s) presented in Exhibit A, and/or (iii) the purpose of this Agreement is being met.

7. **Assurances and Termination.**

- A. *Termination for Default:* If during the term of this Agreement GNV4ALL (1) fails to open the Center, (2) ceases to operate the Center, (3) violates any term or condition of this Agreement, or (4) fails to provide the Services, in whole or in part, as defined in this Agreement, as may be modified- for a period equaling or exceeding six (6) continuous months, the provisions in this subsection will apply and GNV4ALL will be placed in default. For purposes of this subsection, whether GNV4ALL “ceases to operate” the Center will not be determined according to any discretion of GNV4ALL, but rather will be determined by the Board based on available records, inquires, or other investigations. If GNV4ALL is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County may terminate this Agreement for cause. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be 7 calendar days after the date the notice of termination is received by GNV4ALL.
- B. *Termination for Convenience:* This Agreement may be terminated upon the written agreement of both Parties.
- C. *Termination for Unavailability of Funding:* If the Funds referenced in this Agreement become unavailable, in whole in part, as determined by the County, County may terminate this Agreement upon written notice to GNV4ALL. The County Manager and his/her designee is authorized to provide a notice of termination on behalf of the County due to unavailability of funding. Notice may be electronically given. The effective date of termination of this Agreement due to unavailability of funding will be the date specified in the notice of termination.
- D. Upon termination or expiration of this Agreement, GNV4ALL waive ability to request from the County future Funding which may have been held by the County for the Services described in this Agreement. Following termination of this Agreement, the County has no further obligation to provide funding to GNV4ALL. That being said, if prior to the issuance of a notice of termination, the County received a payment request

from GNV4ALL, the County will process and distribute the request for the outstanding request.

8. **Audits and Accountability.** GNV4ALL hereby agrees to cooperate with the County in order to assure compliance with all requirements of the Funding restrictions, including providing access to and the right to examine relevant documents related to this Agreement, including those specifically required by the Federal or State granting agency. GNV4ALL will follow accounting standards and costs principles. The Parties acknowledge that the County and GNV4ALL may be subject to a federal single audit and its related requirements. All records and accounts related to this Agreement must be retained for and be subject to, inspection, review, or audit by the County. Such review shall be during the regular working hours, following reasonable written notice. It is the responsibility of GNV4ALL, or its successor, to retain the records related to the Center and this Agreement for the applicable time required by the County or the Florida Department of State, and any other record requirements provided under federal rules and regulations; in any event, retain no less than five (5) years from funds specified in this Agreement been expended or returned.

9. **Indemnification.** County fully retains all sovereign immunity protections afforded to it as a political subdivision of the State of Florida. This Agreement shall not be interpreted or deemed to constitute a waiver of sovereign immunity or authorization for claims by third parties. **GNV4ALL HEREBY WAIVES AND RELEASES AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE CENTER OR THE FUNDS OR GNV4ALL’S EMPLOYEES, OFFICERS, AGENTS, OR ASSIGNS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS.**

Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended. Each party shall be solely responsible for the negligent or wrongful acts of their employees, agents, officials, and volunteers.

10. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “D”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “D-1”**.

11. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, if GNV4ALL is deemed to be acting on behalf of the County, as provided under 119.011(2), Florida Statutes, GNV4ALL shall keep and maintain public records related to this Agreement as required by law. Upon request from the County's custodian of public records, GNV4ALL will provide the custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise exempt or confidential or protected as provided by federal or state of Florida law.

**IF GNV4ALL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MERIDIAN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.**

B. **Laws & Regulations.** Each Party will comply with all federal, state, and local laws, ordinance, regulations, rules, and code requirements. This Agreement is governed by the laws of the State of Florida and venue for any and all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

C. **Amendment.** Unless otherwise stated herein, the Parties agree that no modification, amendment, or alteration of the terms, conditions, and provisions of this Agreement are effective unless contained in a written document executed by both the Parties.

D. **Assignment.** No Party shall assign this Agreement, without the prior approval of the other Party. If approved, the Parties each bind their respective successors, assigns, heirs, and representatives in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

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

F. **Independent Contractor.** It is understood and agreed that nothing herein contained in this Agreement is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the Parties hereto. Each Party remains an independent contractor.

G. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, GNV4ALL warrants that GNV4ALL has not employed or retained any company or person, other than a bona fide employee working solely for the GNV4ALL to solicit or secure this Agreement and that GNV4ALL has not paid or agreed to pay any person, company, corporation, individual,

or firm, other than a bona fide employee working solely for GNV4ALL any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

H. Conflict of Interest. GNV4ALL warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement.

I. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems, epidemic, and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties. That being said, the Parties acknowledge that time is of the essence and that there are timing obligations that must be met as set forth in this Agreement.

J. 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.

K. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue of authorship of any or all of the Agreement's provisions.

L. Construction. This Agreement shall not be construed more strictly against one party than against the other Parties merely due to fact that it may have been prepared by one of the Parties. It is recognized that the Parties have substantially contributed to the preparation of this Agreement and have had a full opportunity to review it.

M. 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.

N. Notice. Except as otherwise provided in this Agreement any notice, including notice of default or termination, from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by registered or certified mail, return receipt requested, or by overnight express delivery service to the addresses below. Additional copy of the notice is requested via electronic mail to the additional following addresses listed for the Parties. Notices sent by mail will be deemed delivered five (5) business days after mailing. Notices sent by overnight express delivery service will be deemed delivered on the business day after deposit with the service. Each Party may change its mailing address by giving the other Party written notice of election to change the address.

**To GNV4ALL:**

Gainesville For All, Inc.  
c/o James Lawrence  
9907 132<sup>nd</sup> Street  
Live Oak, Florida 32060

**To County:**

Alachua County, Florida  
Attn: Alachua County Manager  
12 SE 1<sup>st</sup> Street  
P.O. Box 2877  
Gainesville, Florida 32602

**cc (via e-mail):**

Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us)  
Clerk of Court, Attn Finance & Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Gainesville For All, Inc., through its duly authorized representative, and by Alachua County, through the Chair of the Board of County Commissioners, who is authorized to sign.

**ALACHUA COUNTY, FLORIDA**

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

Anna Prizzia, Chair  
Board of County Commissioners

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

ATTEST:

Approved as to form:

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

**GAINESVILLE FOR ALL, INC.**

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

James Lawrence, President

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

**Exhibit A: Services**

Gainesville for All's  
Gainesville Empowerment Zone Family Learning Center

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## Executive Summary

Gainesville for All was created in 2016 to address racial and socio-economic disparities and inequities in Alachua County. Two years later, the report, “Understanding Racial Inequity in Alachua County” - commissioned by seven local institutions and organizations - reaffirmed the need for our community-based advocacy. The report depicted African-American children and their families as the most disadvantaged and underserved community in terms of economic well-being, education, criminal justice, health access, and transportation.

Covid has wreaked havoc in many communities of color. According to the Kaiser Family Foundation (KFF), people of color have borne and continue to bear a disproportionate burden of COVID-19 cases, deaths, and hospitalizations. Analyses also suggest that the COVID-19 pandemic is taking a larger economic toll on people of color. The KFF report states, “These disparities in COVID-19 reflect and compound longstanding underlying social, economic, and health inequities that stem from structural and systemic barriers across sectors, including racism and discrimination. The health and economic impacts of COVID-19 could further widen racial disparities at a time when there is a growing focus on and call for racial justice and health equity.”<sup>1</sup>

Gainesville for All has been instrumental in making positive changes for the African American community in Gainesville. Our health and transportation task force was recently successful in collaborating with the City of Gainesville to offer free bus rides for students and seniors. Our Criminal Justice task force, led by Lawrence Certain, a retired lieutenant from the Alachua County Sheriff's Office, created policy changes ending the arrest of children aged 12 and under for misdemeanor offenses. He also played a major role in enacting local bail reforms. Gainesville For All has organized a fatherhood initiative aimed at stepping up father involvement in the early learning years of their children. Our education task force worked with the Alachua County School Board to adopt an equity plan and hire a highly qualified full-time equity director.

The Gainesville Empowerment Zone (approximately 1.78 square miles) has been identified and targeted as the area surrounding two low-performing schools inhabited by mostly black and low-income families. In launching The Gainesville Empowerment Zone's (GEZ) Family Learning Center, Gainesville for All seeks to empower pregnant women, children from birth to age five, and their families with tools that will enhance their lives through high-quality early childhood education and connections to vital social and community services. The GEZ Family Learning Center will serve as a pilot program to prove that publicly funded early childhood education facilities should be opened on public school campuses throughout Alachua County, particularly at schools primarily serving children from low-income families. Ultimately, our school will function as a model for similar centers to be replicated in school districts statewide and across the nation.

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<sup>1</sup> Artiga S., Corallo B., Pham O. (2020) Racial Disparities in COVID-19: Key Findings from Available Data and Analysis. <https://www.kff.org/racial-equity-and-health-policy/issue-brief/racial-disparities-covid-19-key-findings-available-data-analysis/>

With vital assistance from community partners such as the Early Learning Coalition of Alachua County, our school will demonstrate that the well-documented achievement gap in far too many poor and working-class areas can be overcome through early intervention. Our staff will help connect families to a variety of community services such as parental coaching, employment counseling, mental health, addiction counseling, medical access (including prenatal care), transportation, food assistance, educational and vocational opportunities, and housing assistance.

As part of this plan, Alachua County is using \$350,000.00 of American Rescue Plan Act (ARPA) funds to support the operations of the Gainesville Empowerment Zone Family Learning Center (GEZFLC). Generally, funds will be used to pay the Center Director and teacher salaries and fringes as well as operating supplies. These one-time funds along with other financial contributions will support the first year of operations to demonstrate an impact on student achievements and improved outcomes for parents and families.

**Use of Funds**

According to a statewide survey by United Way, 46% of all households in Florida were already struggling to make ends meet when COVID-19 hit. 51% of respondents with children said that childcare issues impacted household members’ ability to work during the pandemic: 24% said that one or more household members were working reduced hours due to childcare issues. Low-income working families (below the ALICE threshold<sup>2</sup>) with children were significantly more likely than higher-income families with children (above the ALICE Threshold) to say that one or more household members were working reduced hours (26% vs. 18%) or had to quit a job (17% vs. 4%) due to child care issues since the beginning of the pandemic. In terms of education, these low-income households with young children (0-5) were most concerned with the cost of childcare (37%), finding a provider/school with sufficient hours (22%), and the reliability/availability of care (17%).<sup>3</sup> The GEZFLC aims to address all of these issues by offering year-long, full-day care by trained professionals.

ARPA Funds are sought for the purpose of supporting the Gainesville Empowerment Zone Family Learning Center during its first year of operation which requires funding of \$350,000. The breakdown of funds will be as follows:

|                               |                     |
|-------------------------------|---------------------|
| Personnel and Fringe Benefits | \$250,000.00        |
| Playground Equipment          | \$50,000.00         |
| Classroom Furniture           | \$50,000.00         |
| <b>Total ARPA Funding</b>     | <b>\$350,000.00</b> |

In addition to using ARPA funds to offer competitive salaries and insurances, additional fringe benefits include Paid Time Off, paid holidays, and TEACH professional development scholarships offered.

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<sup>2</sup> ALICE households are Asset Limited, Income Constrained, Employed). With income above the Federal Poverty Level, ALICE households earn too much to qualify as “poor” but are still unable to cover basic household expenses. <https://www.unitedforalice.org/methodology>

<sup>3</sup> United Way. COVID-19 IMPACT SURVEY. 2021 Florida Results Report. [https://www.uwof.org/sites/uwof.org/files/COVID%20Impact%20Survey\\_Florida\\_Results%20Report.pdf](https://www.uwof.org/sites/uwof.org/files/COVID%20Impact%20Survey_Florida_Results%20Report.pdf)

GEZFLC’s Executive Director (salary range \$73,000-\$75,000 annually) will oversee the administration of the preschool. The Executive Director’s responsibilities include recruitment of staff, property maintenance, marketing and communication, financial management, developing and monitoring curriculum, fundraising efforts, student discipline and other duties. Job qualifications include:

- Bachelor’s Degree in Early Childhood Education/Child Development or Elementary Education
- Minimum of three (3) years of experience in managing an accredited childcare center
- Valid Florida Directors’ Credential with a VPK Endorsement

ARPA funds will also support the wage and fringe benefit expense of administrative positions including a Director (\$60,000 annually), Assistant Director (\$50,000 annually), and a Community Engagement Specialist (\$35,000 annually). All positions are also provided fringe benefits including health insurance and a retirement contribution.

The Family Learning Center plans to construct an outside playground/classroom. While the design is not finalized, it will include a large structure for 2-4 year old children and a small structure suitable for 1-2 year old children. As cost estimates are not finalized, \$50,000 of County provided ARPA funds will be used in combination with other funding including private donations to support the purchase and construction. Additionally, \$50,000 of County provided ARPA funds will be used to purchase classroom furnishing including 12 small group/art/eating tables and chairs for very young children. Other furnishings include 7 dramatic play small tables with 2 chairs, 4 changing tables with stairs, and 15 one-sided shelving units.

Each classroom teacher (funded through other sources) will need to have a Florida staff credential preferably with a National CDA or higher level of education. Those that do not meet this standard will be given time, opportunity, and financial support to continue their education. GEZFLC will be open eleven hours a day. Full-time staff will only be allowed to work 8 hours a day. Additional staff will cover breaks and the rest of the extended day.

| Class # | Age Group of children               | Number of Children | Number of Staff |
|---------|-------------------------------------|--------------------|-----------------|
| 1       | Infants - under 12 months           | six to eight       | two             |
| 2       | Toddlers - 12 months to 36 months   | eight              | two             |
| 3       | Toddlers - 12 months to 36 months   | eight              | two             |
| 4       | Toddlers - 12 months to 36 months   | eight              | two             |
| 5       | Preschoolers - three by September 1 | sixteen            | two             |
| 6       | Preschoolers - four by September 1  | twenty             | two             |
| 7       | Preschoolers - four by September 1  | ten                | one             |

Alachua County and the City of Gainesville have already committed local funding. The School Board of Alachua County is leasing the building for free with additional supports. The majority of the operational funding will come from the Early Learning Coalition of Alachua County through our School Readiness and VPK contracts. GEZFLC has received additional one-time funding (grants or donations) from local organizations, including the Gannett foundation, PNC Bank, Cox Cable, and Friends of the Library.

As the ARPA funds provided for the GEZFLC are a one-time only source of funding, GNV4ALL has established a long-term plan for sustainable funding. Within the second year of operations, the GFEZLC intends to become Gold Seal certified. Doing so, provides several financial incentives including increased School Readiness reimbursements (20%) as well as financial incentives for establishing both a CLASS (Classroom Assessment Scoring System) and a child assessment process. In total, these financial incentives are estimated at almost \$230,000 annually and coupled with other on-going funding, will sustain the project for years to come. GNV4ALL will also be seeking funding support from the Children's Trust of Alachua County.

### **Promoting Equitable Outcomes**

Alachua County aims to be an "Equitable and Resilient Community" as stated in the County's Strategic Plan adopted in 2021. Equitable is defined as "striving to treat everyone justly according to their circumstances, providing opportunity and access for everyone, while focusing on closing existing equity and access gaps."

In January 2018, the University of Florida Bureau of Economic and Business Research (BEBR) released the report "Understanding Racial Inequity in Alachua County" outlining the systemic racial inequities in our county. Participants of color in the focus groups acknowledged that they live with inequality on a daily basis. They recognized that the primary solution to the problem of inequality is education and noted that children should be encouraged and helped to complete their high school education. The study found stark discrepancies in education in Alachua County:

- The percentage of black third graders proficient in reading is 27.7%, less than half of the non-Hispanic white proficiency (59 %). The proficiency level in the Gainesville Empowerment Zone is even lower, with only 13% of third graders at Marjorie Kinnan Rawlings Elementary School scoring at or above grade level<sup>4</sup> and 26% of third graders at W. A. Metcalfe Elementary scoring at or above grade level.<sup>5</sup>
- Black students are 5.2 times more likely to get suspended from school than White children.
- Black households live in neighborhoods with the lowest school proficiency scores. In other words, Alachua County's Black residents are the poorest, the most concentrated by race and

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<sup>4</sup> FSA Testing Scorecard: Marjorie Kinnan Rawlings Elementary School

<https://data.gainesville.com/school/fsa/alachua/010341/marjorie-kinnan-rawlings-elementary-school/ela/2021-22>

<sup>5</sup> FSA Testing Scorecard: W. A. Metcalfe Elementary School.

<https://data.gainesville.com/school/fsa/alachua/010101/w-a-metcalfe-elementary-school/ela/2021-22/>

poverty, and live near the poorest performing schools. White residents experience the opposite situation.<sup>6</sup>

Both the experts and community members of color recognized that providing students with a high-quality educational experience will have a significant impact. As stated in the report, “a successfully educated resident will have a higher lifetime income, more and better employment opportunities, and is less likely to become involved with the criminal justice system.”

The potential of early education to help children and improve communities is significant and has been researched extensively. During the first five years of life, 80 to 90% of a child’s brain develops, forming the foundation for future learning. Research shows that all children benefit from high-quality preschool, with low-income children and English language learners benefiting the most.

U.S.-based as well as international studies consistently show that:

- Small and large preschool programs improve outcomes for children from disadvantaged families.
- Preschool programs raise children’s school readiness.
- The benefits of high-quality preschool programs persist into adolescence or young adulthood.
- High-quality child care that enables mothers to enter the labor market pays for itself through increases in family income.
- High-quality preschool pays for itself, both by raising students’ overall achievement and by reducing inequality of achievement.<sup>7</sup>
- Children of color (Black and Hispanic) benefit significantly more than white children from preschool.<sup>8</sup>

In Florida, only 57% of pre-K children were considered “ready for kindergarten” in 2020.<sup>9</sup> VPK starts at 4 years of age, so the majority of 3-year-olds are not enrolled in educational settings. In Florida, in 2019, 40,632 children (aged 3 to 5) were enrolled in Head Start.

Nearly 40% of Floridians live in childcare “deserts” where there are at least three times as many children as there are available certified childcare slots.<sup>10</sup> Alachua County is classified as a childcare desert

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<sup>6</sup> Understanding Racial Inequity in Alachua County.

[https://www.bebr.ufl.edu/sites/default/files/Research%20Reports/ri1\\_baseline\\_report.pdf](https://www.bebr.ufl.edu/sites/default/files/Research%20Reports/ri1_baseline_report.pdf)

<sup>7</sup> Waldfogel, J. (2015). The role of preschool in reducing inequality.

<https://wol.iza.org/uploads/articles/219/pdfs/role-of-preschool-in-reducing-inequality.pdf>

<sup>8</sup> Bassok, D. (2020). Do Black and Hispanic children benefit more from preschool? Understanding differences in preschool effects across racial groups. <https://pubmed.ncbi.nlm.nih.gov/21077867/>

<sup>9</sup> (The Star Early Literacy assessment has been administered as the statewide kindergarten screening since 2016. This data is from the fall of 2020, when public schools administered the screening to 133,632 kindergarteners.) Division of Early Learning. Annual Report 2021-2022.

<https://www.floridaearlylearning.com/Content/Uploads/floridaearlylearning.com/images/DEL%20Annual%20Report%202021-2022%20FINAL.pdf>

<sup>10</sup> Child Care Deserts. Center for American Progress. <https://childcaredeserts.org/2018/?state=FL&split=true>

according to the Center for American Progress.<sup>11</sup> Some areas of Gainesville have 19 children per licensed childcare slot. In terms of the availability of high-quality childcare programs, the Gainesville Empowerment Zone is a childcare desert. There is only one Gold Seal school in the 32609 zip code. Between 2018 and 2020, the majority of the VPK (private and faith-based) in the Gainesville Empowerment Zone were either on probation or categorized as “low performing.”<sup>12</sup>

The lack of childcare options has significant economic impacts from the community level to the national level:

- In 2020, 94% of parents adjusted their career path due to childcare expenses, 42% reduced their work hours, 26% switched to another job, and an additional 26% left the workforce altogether<sup>13</sup>.
- A lack of childcare causes businesses to lose an estimated \$12.7 billion annually due to employee absenteeism<sup>14</sup>.
- Working families who can't access affordable childcare lose \$8.3 billion in wages annually.

On the other hand, when families have access to stable, high-quality child care working parents can increase their work hours, miss fewer work days, and pursue further education. Simply by enabling mothers to enter the labor market, high-quality child care pays for itself through increases in family income.<sup>15</sup>

Starting a family center that will be a beacon in the community is the logical next step in addressing the long-standing systemic inequities in Alachua County that are exemplified in the Gainesville Empowerment Zone. The Gainesville Empowerment Zone Family Learning Center aims to remedy the childcare shortage and the academic achievement gap by providing year-round, extended-day childcare, and more ambitiously to provide an educational setting for infants, toddlers, and young children.

**Goals:**

- Provide children with a high-quality early childhood educational program.
- Provide high-quality year-round, full-day childcare for working families. GEZFLC will serve at least 76 children and their families every year. As children graduate from the VPK program, new children and their families will begin.
- Reach consistently high levels of attendance among students. At least 85% of students will be in attendance each day, and less than 10% of students will be chronically absent during the year (excluding ACPS district school closures)
- Lower the achievement gap between white and black students over time. This can be measured by early childhood assessments, kindergarten readiness testing, 3rd grade reading levels on standardized testing, and high school graduation rates.

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<sup>11</sup> ibid

<sup>12</sup> from a search by zipcode (32609) on: <https://vpkrates.floridaearlylearning.com/home/report?id=5526>

<sup>13</sup> United Way Suncoast. The State of Early Learning: A Childcare Crisis. <https://unitedwaysuncoast.org/what-we-do/education/state-of-early-learning-a-childcare-crisis-2/>

<sup>14</sup> ibid

<sup>15</sup> ibid



- Engage parents as active partners in the development of their child. GEZFLC will offer many opportunities for the parents to actively participate and assist in planning our parent program, including parent classes, parent coffee hours, and monthly parent meetings. Parents will contribute educational and/or behavioral goals for their individual child based on the child's assessments and developmentally appropriate practices.
- Recruit and retain high-quality teachers. Teachers will be recruited at our open house, social media, professional job searches/listings. New teacher hires will need a National CDA or be willing to complete it within the first year of employment. Through TEACH scholarships, staff will be encouraged and supported to continue their formal education. GEZFLC's starting hourly rate will be \$15.00 an hour. Full-time staff will have health insurance, PTO and paid holidays.

Gainesville For All's successful fundraising efforts are evidence of high enthusiasm for this project. So far more than \$300,000 have been raised in the community (private donations and grants) since it has been announced. Canvassing in the local community has provided evidence of widespread support for the project.

The school opening will be announced through flyers and canvassing the neighborhood and promoted through social media and the news media. The Early Learning Coalition will help to publicize the opening. The GEZFLC will also host an open house for families and the community.

The program will be accessible to families who qualify for School Readiness under the School Readiness Act designed to assist low-income, working families. Families and children will be eligible based on criteria defined by School Readiness Act as well as VPK guidelines. The Early Learning Coalition and the School Board of Alachua County will help identify eligible families. The administrative staff at GEZFLC will provide one-on-one assistance to families with eligibility and enrollment.

### **Community Engagement**

Gainesville For All has been engaging the community since 2016. Since the Gainesville Empowerment Zone was identified, the neighborhood was canvassed three times over the past four years in order to assess the needs of residents. GNV4All General Body Meetings have been held every other month since 2020 either in-person or virtually. GNV4All also engages the community via its newsletter (more than 1,000 subscribers), and social media presence (Facebook, Twitter, Instagram).

GEZFLC will function as a hub of community resources where we will connect families in need with a variety of services at one easily accessible site. By providing high-quality early education and facilitating access to critically needed resources in our community, we can set individuals up for success in school and in life. With a better educational foundation, we can improve their academic experience in all grade levels, interrupt the school-to-prison pipeline by reducing the students' interactions with the criminal justice system, and help address income inequality by increasing their chances of achieving more income in the future.

GEZFCLC already partners with these local organizations and agencies:

- Alachua County Public Schools
- W. A. Metcalfe Elementary school
- City of Gainesville
- Alachua County
- North Central Florida Chapter of Florida Association of the Education of Young Children
- Early Learning Coalition of Alachua County
- Children’s Trust of Alachua County
- University of Florida, specifically the Anita Zucker Center for Excellence In Early Childhood Studies, the Lastinger Center for Learning and Flamingo Early Learning, the College of Building Construction, the Curtis M. Phillips Center for the Performing Art, the Harn Museum of Art, the College of Dentistry, and the UF Campaign for Charities
- Alachua County NAACP
- Partnership for Strong Families
- Catholic Charities Bureau and the local faith community
- Santa Fe College
- Community Hospice of Alachua County
- The Cade Museum
- Library Partnership
- Home Instruction for Parents of Preschool Children (HIPPPY)
- Cox Cable

### **Use of Evidence**

All children will be in classrooms with teachers trained in research-based Creative and HighScope curriculums, which include assessment tools approved and recommended by the Early Learning Coalition of Alachua County. The Creative curriculum boasts use of Teaching Strategies GOLD, which connects teachers, children and families to engaging learning experiences, informative data and stronger partnerships. It is considered by many researchers as a leading early learning platform that empowers teachers to easily identify and respond to each child’s needs.

In Detroit, the public school district is partnering with Teaching Strategies GOLD to implement an integrated solution, including the Creative Curriculum, alongside embedded professional development, and coaching. Within the first year of implementation, students demonstrated strong growth in meeting or exceeding widely held expectations across every domain and displayed significant gains in kindergarten readiness.

Lesley Jennings, program supervisor for Detroit’s early childhood program, describes the Creative Curriculum and Teaching Strategies GOLD as seamless integration. “They are embedded tightly together and work hand in hand. I don’t know how you would do curriculum or assessment without the other successfully.”

After only one year, Detroit’s preschool students meeting widely held expectations rose from 22.2 percent to 63.8 percent in language and from 29.6 percent to 79.1 percent in literacy.

Creative and Teaching strategies have impacted more than 15 million children over the past 10 years , including 270,000 classrooms since 2018 alone. Its ecosystem brings together all essential elements of a high-quality early learning program.

As for High Scope, research conducted at a national level involving children from different backgrounds has shown that those who attend HighScope programs score higher on measures of development. The HighScope curriculum defines itself as “a set of *teaching practices* for adults and *content* for children’s learning in all areas of development”. It is characterized by a play-based and child-centered approach in an active learning environment. In a HighScope classroom, children are guided to explore, interact, and exercise their creative imagination through purposeful play.

In the infant-toddler environment, “key strategies for adult-child interactions are touching, holding, playing alongside infants and toddlers at their level and pace, communicating in give-and-take exchanges verbally and nonverbally, respecting children’s choices and encouraging their efforts, acknowledging children’s strong emotions, and involving toddlers in resolving conflicts. The space is organized into play and care areas that serve the needs of infants and toddlers and stocked with a variety of sensory-motor materials that infants and toddlers can reach, explore, and play with in their own way at their own pace. Infants and toddlers are free to move about, explore materials, exercise creativity, and solve problems.”<sup>16</sup> Six content areas guide the teaching and learning process:

- Approaches to Learning
- Social and Emotional Development
- Physical Development and Health
- Communication, Language, and Literacy
- Cognitive Development
- Creative Arts

The preschool classroom is equipped with “diverse, open-ended materials that reflect children’s home, culture, and language.” It is organized and labeled to promote independence and encourage children to carry out their intentions. Every day is guided by a consistent framework. “Children engage in both individual and social play, participate in small- and large-group activities, assist with cleanup, socialize during meals, develop self-care skills, and exercise their small and large muscles. The most important segment of the daily routine is the plan-do-review sequence, in which children make decisions about what they will do, carry out their ideas, and reflect upon their activities with adults and other children.” Content areas include Physical Development and Health; Language, Literacy, and Communication; Mathematics; Creative Arts; Science and Technology; and Social Studies.<sup>17</sup>

More on the history of the program can be found at <https://highscope.org/who-we-are/>

In order to document the growth in infants through preschool-aged children, we will use COR Advantage, developed by HighScope Educational Research Foundation. It is built on 36 items that best

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<sup>16</sup> <https://highscope.org/our-practice/infant-toddler-curriculum/>

<sup>17</sup> <https://highscope.org/our-practice/preschool-curriculum/>

prepare children for school success. It includes an online tool that summarizes data, “enabling teachers to create individualized lesson plans and detailed reports on child and classroom progress” and “delivering consistent data administrators can rely on to meaningfully guide their program to the next level”.<sup>18</sup> With its focus on development rather than age, it is appropriate for children with special needs. COR Advantage is aligned to the Head Start Early Learning Outcomes Framework, Common Core State Standards, and early learning state standards. In addition, we will also use the Florida Department of Education's VPK Pre- and Post- Assessment. In order to evaluate program quality, we will use CLASS (Classroom Assessment Scoring System). It measures the quality of educator-child interactions. It aims to improve teaching quality through tailored and individualized professional development.

### Project Inventory

Project [Identification Number]: to be assigned

[Project Name]: GNV4ALL Empowerment Zone Family Learning Center

Funding amount: \$350,000.00 (one-time, first year of operations)

Project Expenditure Category: [3.1, Education Assistance: Early Learning]

\* End of Report

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<sup>18</sup> <https://highscope.org/cor-advantage/>

## **Exhibit B: Reporting and Payment Requests**

GNV4ALL will open and operate the Empowerment Zone Family Learning Center offering early childhood education for children aged 6 weeks to 4 years old in accordance with the approved State and Local Fiscal Recovery Plan (Exhibit A). The Center will be located on the campus of the Metcalfe Elementary School. The Early Childhood education program will be organized around an evidence based curriculum similar to the Creative and High Scope models. Full day care (11 hours per day) will be offered for at least 76 children and their families annually. Using funds provided under this agreement, GNV4ALL will employ various administrative positions including a Director, Assistant Director, and a Community Engagement Specialist. A portion of the funding will also be used to purchase administrative services like bookkeeping, accounting, and other services needed to comply with the reporting requirements under this agreement. Using funds provided under this agreement and from other sources, GNV4ALL will construct two playground structures suitable use by children aged 6 weeks to 2 and 3 to 4 year old's similar to the attached sketch **Exhibit 1**.

### **Reporting**

GNV4ALL will submit a written report with each monthly invoice requesting payment for the services provided that includes the following data elements:

- Number of days and hours of early childhood care and education provided for the month
- Number of children attending the Center for the month
- Number of parent and family sessions offered during the month
- Number of parent and family members accessing the Center services for the month
- A brief narrative report highlighting any significant accomplishments and challenges

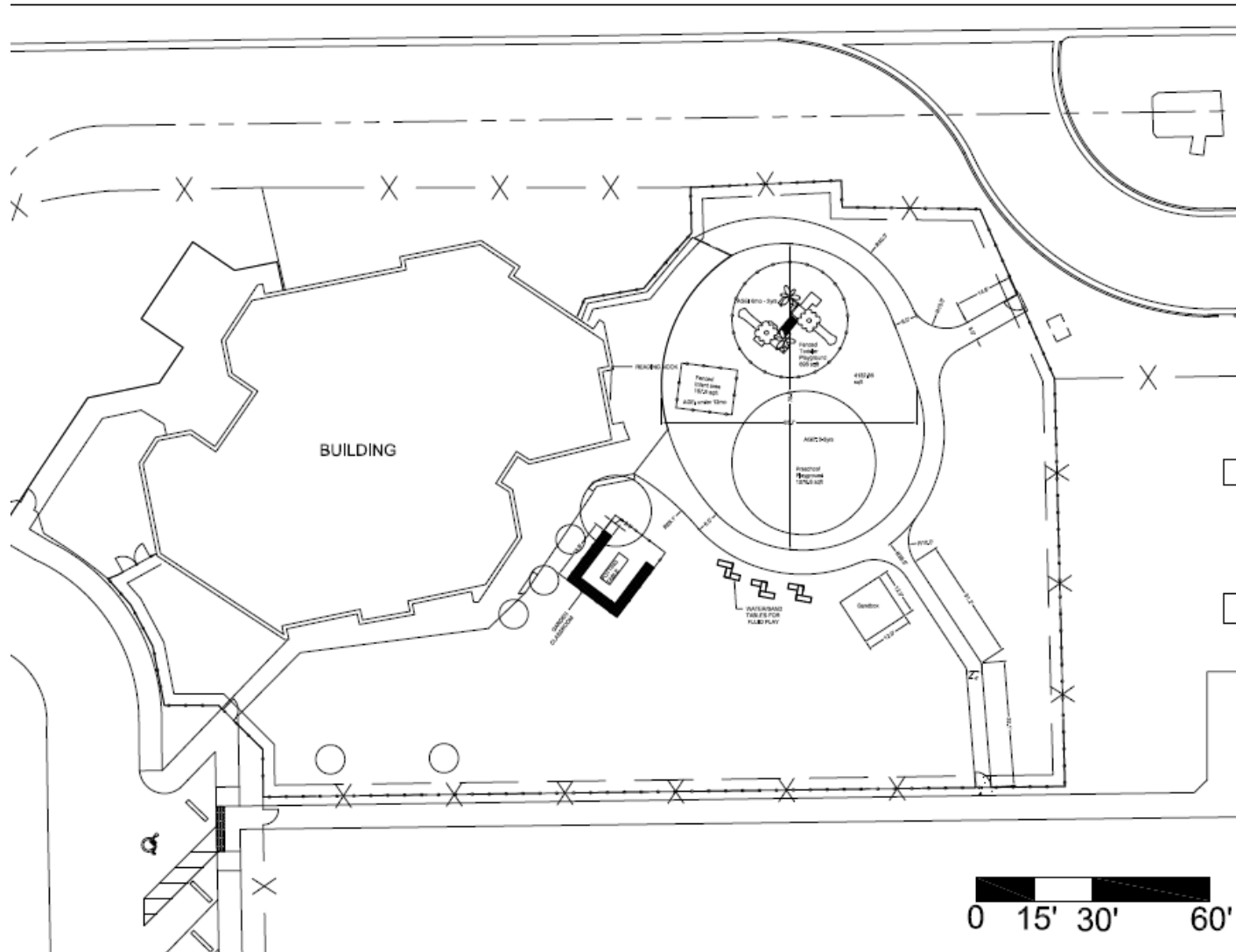
GNV4ALL will also provide an annual oral presentation to the Board of County Commissioners on a date mutually agreed upon. The oral presentation will include information on the children and families served, activities conducted, and performance measures and project outcomes.

### **Payment Requests**

GNV4ALL will be reimbursed for expenses on a monthly basis upon submission of an invoice (Exhibit C) with suitable backup information in accordance with the following budget:

|   |              |
|---|--------------|
| Personnel, Fringe Benefits, and Administrative Services | \$250,000.00 |
| Playground Equipment                                    | \$50,000.00  |
| Classroom Furniture                                     | \$50,000.00  |
| Total Funding   | \$350,000.00 |

Exhibit 1



**Exhibit C**

GNV4ALL  
Empowerment Zone Family Learning Center

For the period of: \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_

| Line Item                                  | Budget               | Monthly Actual | Year to Date | Remaining Budget |
|--|----------------------|----------------|--------------|------------------|
| Personnel, Fringe, Administrative Services | \$ 250,000.00        |                |              |                  |
| Playground Construction                    | \$ 50,000.00         |                |              |                  |
| Furnishings and Equipment                  | \$ 50,000.00         |                |              |                  |
| <b>Total Project Expenses</b>              | <b>\$ 350,000.00</b> |                |              |                  |

Amount Requested for the Month: \_\_\_\_\_

Total Amount of Award: \$ 350,000.00

Percentage of Award Expended: \_\_\_\_\_ %

Please attach supporting documentation for all claimed expenses.

Prepared by: \_\_\_\_\_ \_\_\_/\_\_\_/\_\_\_

Approved by: \_\_\_\_\_ \_\_\_/\_\_\_/\_\_\_

**Remitt Payment to:**  
Gainesville For All, Inc.  
c/o James Lawrence  
9907 132<sup>nd</sup> Street  
Live Oak, Florida 32060

**Exhibit D:**

**TYPE “E” INSURANCE REQUIREMENTS  
“Vendors”**

Vendors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the County.

I. **COMMERCIAL GENERAL LIABILITY.**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY.** (When Vendor Delivers to County Premises)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.** (While Vendor’s Employee(s) are on County Premises)

- A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.
- B. Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. **CYBER LIABILITY COVERAGE (when applicable)**

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.



V. **OTHER INSURANCE PROVISIONS.**

The policies are to contain, or be endorsed to contain, the following provisions:

A. Commercial General Liability and Automobile Liability Coverages

1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor.
2. The Vendor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Vendor's insurance and shall be non-contributory.

B. Workers' Compensation and Employers' Liability Coverages

1. The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Vendor for the County.

C. All Coverages

The Vendor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claim made form the certificate will show a retroactive date, which should be the same date of the contract or purchase order (original if contact is renewed) or prior.

VI. **SUBCONTRACTORS**

Vendors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all the requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**Exhibit D -1: Certificate of Insurance**