

APPROPRIATIONS CONTRACT

THIS CONTRACT is made and entered into on _____, by the City of Pompano Beach ("City") and THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC. a Not For Profit Corporation authorized to do business in the State of Florida ("Recipient").

WHEREAS, the City of Pompano Beach has appropriated for its current Fiscal Year 2020-21 (October 1st through September 30th), the sum of \$10,000 to Recipient, to conduct a program entitled or activity as described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description" (collectively the "Work") attached hereto and incorporated herein by reference, for the period beginning upon full execution by the parties and ending September 30, 2021; and

WHEREAS, the City Commission finds that entering into this Contract serves a valid public purpose as Recipients shall perform or provide a service that is beneficial to the residents of the City, and that the City is currently not in a position to provide such services on its own; and

WHEREAS, it is in the best interest of the City to enter into this contract with Recipient to provide the Work hereunder in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as set forth below.

1. *Contract Documents.* This Contract consists of Exhibit A, "Recipients Requirements, Contractual Responsibilities and Program Description"; Exhibit B, "Payment Schedule"; and Exhibit C, "Insurance Requirements" attached hereto, made a part hereof and incorporated herein, and all written change orders and modifications issued and approved by the City after execution of this Contract.
2. *Term of Contract.* This Contract shall commence upon full execution by both parties and end on September 30, 2021.
3. *Renewal.* This Contract is not subject to renewal.
4. *City's Maximum Obligation.* City agrees to pay Recipient the aforementioned sum to provide the Work. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Work during the term of this Contract.
5. *Payment of Program.* City shall pay Recipient for performance of the Work in accordance with Payment Schedule set forth in Exhibit B.
6. *Disputes.* Any factual disputes between City and the Recipient in regard to this Contract shall be directed to the City Manager for the City whose decision shall be final.

7. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Contract, the City's Contract Administrator shall be the City Manager or his/her written designee and Recipient's Contract Administrator shall be Twan Russell or his/her written designee.

B. *Notices and Demands.* A notice, demand or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representative(s) named below or is addressed and delivered to such other authorized representative at the address as that party from time to time may designate in writing and forward to the other as provided herein.

If to Recipient: Twan Russell
Board Chair
499 NW 70th Ave.
Suite 106
Plantation, FL 33317
Office: (954) 921-3787
Email: Twanrussell@gmail.com

If to City: Greg Harrison, City Manager
100 W Atlantic Blvd.
Pompano Beach, FL 33060
Office: (954) 786-4601
Email: greg.harrison@copbfl.com

8. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all items, developed, prepared, assembled or compiled by Recipient as required for the Work hereunder, whether complete or unfinished, shall be owned by City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for use and/or distribution as City deems appropriate provided City has compensated Recipient in accordance with the terms set forth herein. City's re-use of Recipient's Work product shall be at its sole discretion and risk if done without Recipient's written permission. Upon completion of all Work contemplated hereunder or termination of this Contract, Recipient shall promptly provide City's Contract Administrator copies of all of the above Work documents upon written request. Recipient may not disclose, use, license or sell any Work developed, created or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this paragraph shall survive termination or expiration of this Contract.

To the extent it is necessary for Recipient to perform the Work, City shall provide any information, data and reports in its possession to Recipient free of charge.

9. *Termination.* City shall have the right to terminate this Contract, in whole or in part, for cause, default or negligence on Recipient's part, upon ten (10) business days advance written notice to Recipient. Such Notice of Termination may include City's requests for certain product documents and materials, and other provisions regarding the Program.

If there is any material breach or default in Recipient's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Contract immediately and Recipient shall not be entitled to receive further payment from the effective date of the Notice of Termination.

In the event the City fails for any reason to appropriate funds for this Contract, it shall be deemed terminated and City shall provide Recipient with ten (10) business days written notice. Upon receipt of said notice, Recipient shall be responsible for any and all expenses and/or legal obligations made after receipt of City's written notice from the City.

10. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. Additionally, should funds not be utilized, and services or programs not provided within the specific required time period in this Contract due to circumstances outside the control of Recipient, including but not limited to, a Force Majeure event, City is under no obligation to amend or extend this Contract to provide the approved funding past the expiration of the performance period set forth in this Contract. Any amendment to this Contract for such purposes shall be at City's sole discretion, based upon its budget, available funds, and other factors it may deem relevant.

Recipient must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

11. *Insurance.* Recipient shall maintain insurance in accordance with Exhibit C throughout the term of this Contract.

12. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Contract.

A. Recipient shall at all times indemnify, hold harmless and defend the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Recipient and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Recipient, its agents, officers and/or employees, in the performance of Work under this Contract. Recipient agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Recipient hereunder may be retained by City until all of City's

claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Recipient acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Recipient. The parties agree that one percent (1%) of the total compensation paid to Recipient hereunder shall constitute specific consideration to Recipient for the indemnification provided under this Paragraph and these provisions shall survive expiration or early termination of this Contract.

13. *Sovereign Immunity.* Nothing in this Contract shall be construed to affect in any way the rights, privileges and immunities of the City and its agents as set forth in §768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

14. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Contract is not assignable and Recipient agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Recipient to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Contract whereby City shall be released of any of its obligations hereunder. In addition, this Contract and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Recipient's insolvency or bankruptcy, City may, at its option, terminate and cancel this Contract without any notice of any kind whatsoever, in which event all rights of Recipient hereunder shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting for Work to be performed hereunder, Recipient shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Recipient shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Recipient may subcontract Work in accordance with this Paragraph, Recipient remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* in accordance with the provisions of Paragraph 26 below.

15. *Performance Under Law.* Recipient, in performance of its duties under this Contract, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

16. *Audit and Inspection Records.* Recipient shall permit authorized representatives of the City to inspect and audit all data and records of the Recipient, if any, related to the Work being funded by this Contract until three (3) years after City's final payment under this Contract. Recipient agrees that such inspections and audits may include City's authorized representatives auditing Recipient's financial affairs at any time with no advance notice by City.

Recipient further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of its duly authorized representatives shall, until **three (3) years after City's final payment to Recipient**, have access to and the right to examine any books, documents, papers and records of such subcontractor attendant to any subcontracted Work provided hereunder.

In the event Recipient receives fifty thousand dollars (\$50,000.00) or more from the City, the City reserves the right to request a copy of a Grant Auditing Report conducted in accordance with the Government Auditing Standards issued by the United States Comptroller General and the provisions of OMB Circular A-133 issued by the Office of Management and Budget, Executive Office of the President. If such a request is made by the City, all grant funds shall be shown via explicit disclosure in the annual financial statements and/or the accompanying notes to the financial statement. Upon City's written request, this Report shall be due within 120 days of the close of the City's fiscal year.

17. *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

18. *Independent Contractor.* Recipient shall be deemed an independent contractor for all purposes, and employees of Recipient and all its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the City. As such, the employees of Recipient, its contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City. Furthermore; nothing in this Contract shall be deemed to constitute or create a joint venture, partnership, pooling arrangement or other form of business entity between Recipient and City.

19. *Mutual cooperation.* Recipient recognizes its performance of Work hereunder is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, Recipient shall be responsible to maintain a cooperative and good faith attitude in all relations with City and the public and shall actively foster a public image of mutual benefit to both parties. Recipient shall not make any statements or take any actions detrimental to this effort.

20. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Recipient shall comply with Florida's Public Records Law, as amended. Specifically, the Recipient shall:

1. Keep and maintain public records required by the City in order to perform the service.

1. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time

at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

2. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Recipient does not transfer the records to the City.

4. Upon completion of this Contract, transfer, at no cost to City, all public records in its possession or keep and maintain public records required by the City as required hereunder. If Recipient transfers all public records to the City upon completion of this Contract, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of this Contract, Recipient shall meet all applicable requirements for retaining public records. Upon request from the City's custodian of public records, all records stored electronically by Recipient must be provided to the City in a format that is compatible with the information technology systems of the City.

B. Failure of the Recipient to provide the above described public records to the City within a reasonable time may subject Recipient to penalties under §119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

21. *Governing Law.* Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

22. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. *No Waiver by Delay.* The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Contract provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Recipient be considered a waiver of City's rights with respect to that default or any other default by Recipient.

C. Either party may request changes to modify certain provisions of this Contract; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Contract.

23. *No Contingent Fee.* Recipient warrants that other than a bona fide employee working solely for Recipient, Recipient has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Contract or contingent upon or resulting from the award or making of this Contract. In the event of Recipient's breach or violation of this provision, City shall have the right to terminate this Contract without liability and, at City's sole discretion, to deduct from the Payment Schedule set forth in Exhibit B or otherwise recover the full amount of such fee, commission, gift or other consideration.

24. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Contract, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

25. *No Third-Party Beneficiaries.* Recipient and City agree that this Contract and other contracts pertaining to Recipient's performance hereunder shall not create any obligation on Recipient or City's part to third parties. No person not a party to this Contract shall be a third-party beneficiary or acquire any rights hereunder.

26. *Public Entity Crimes Act.* As of the full execution of this Contract, Recipient certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Recipient is subsequently listed on the *Convicted Vendors List* during the term of this Contract, Recipient agrees it shall immediately provide City written notice of such designation in accordance with Paragraph 7 above.

27. *Entire Contract.* This document incorporates and includes all prior negotiations, correspondence, conversations, contracts or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, contracts or understandings concerning the subject

matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or contracts, whether oral or written.

28. *Headings.* The headings or titles to Articles of this Contract are not part of the Contract and shall have no effect upon the construction or interpretation of any part of this Contract.

29. *Counterparts.* This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Contract and any signatory hereon shall be considered for all purposes as original.

30. *Approvals.* Whenever City approval(s) shall be required for any action under this Contract, said approval(s) shall not be unreasonably withheld.

31. *Absence of Conflicts of Interest.* Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Contract and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

32. *Binding Effect.* The benefits and obligations imposed pursuant to this Contract shall be binding and enforceable by and against the parties hereto.

33. *Severability.* Should any provision of this Contract or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Contract shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

“RECIPIENT”

THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC.

(Print or type name of company here)

Witnesses:

[Signature]
Steven Greenblatt
(Print or Type Name)

[Signature]
Pauline D'Oyley
(Print or Type Name)

By: [Signature]

Print Name: TWAN RUSSELL

Title: CHAIRMAN

Business License No. 65-0922490

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 16 day of December, 2020, by TWAN RUSSELL as CHAIRMAN of THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC., a Florida non for profit corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL



NOTARY PUBLIC, STATE OF FLORIDA

Alexia True
(Name of Acknowledger Typed, Printed or Stamped)

GG936692
Commission Number

Exhibit "A"

Recipients Requirements, Contractual Responsibilities and Program Description

1. RECIPIENT agrees to do as follows:
 - a) To accept the funds as appropriated in accordance with the terms of this Contract; and
 - b) If RECIPIENT intends on obtaining matching funds from another source at the time of the application for the CITY grant, the CITY reserves the right to request a copy of the matching fund contract along with a financial report; and
 - c) Prior to the award of any CITY funds, RECIPIENT shall provide documentation substantiating that RECIPIENT's corporation/organization falls within Section 501(c)(3) and Section 501(A) of the Internal Revenue Code and a W9 form; and
 - d) To abide by Chapter 119, Florida Statutes, as from time to time amended, and to comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations. Any difference between the above federal, state, county or municipal guidelines or regulations and this Contract shall be resolved in favor of the more restrictive guidelines; and
 - e) To utilize allotted funds under this Contract for the sole purpose set forth in this Contract – FRAUDULENT USE OF CITY FUNDS SHALL RESULT IN THE TERMINATION OF THIS CONTRACT AND THE RECIPIENT SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS CONTRACT. IN ADDITION, THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION. ALL UNSPENT FUNDS MUST BE RETURNED TO THE CITY; and
 - f) To return to the CITY within fifteen (15) days of demand all CITY funds paid to said RECIPIENT under the terms of this Contract upon the finding that the terms of any contract executed by the RECIPIENT of the provisions or any applicable ordinance or law have been violated by the RECIPIENT; and
 - g) To return to the CITY all funds expended for disallowed expenditures as determined by the CITY which includes, but not limited to:
 - i. Personal digital assistants (PDAs), cell phones, smartphones, and similar devices
 - ii. Service costs to support PDAs, cell phones, smartphones, and similar devices such as wireless services and data plans
 - iii. Proposal preparation including the costs to develop, prepare or write the proposal

- iv. Pre-award costs
- v. Out-of-state travel; non-local travel expenses
- vi. Gift cards
- vii. Purchase/lease of facilities or vehicles (e.g., buildings, buses, vans, cars)
- viii. Rentals – one day only (written justification and approval needed for additional time)
- ix. Entertainment – exceptions shall be made for community events (written justification and approval needed prior)
- x. Land acquisition
- xi. Furniture
- xii. Honorariums for presenters/speakers and any costs associated with travel expenses
- xiii. Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- xiv. Tuition/Scholarships
- xv. Capital improvements and permanent renovations (e.g., playgrounds, buildings, fences, wiring)
- xvi. Clothing or uniforms (written justification and approval needed)
- xvii. Project banquets/luncheons
- xxviii. Costs for items/services already covered by indirect costs allocation (supplanting)
- xix. Out of state college tours
- xx. Out of county field trips
- xxi. Alcohol
- xxii. Airfare
- xxiii. Boat rentals
- xxiv. Family incentives
- xxv. Car mileage
- xxvi. Stipends
- xxvii. Payroll taxes
- xxviii. Laboratory fees
- xxix. Computers
- xxx. Health benefits
- xxxi. Appliances and home goods (written justification and approval needed)
- xxxii. Digital Cameras
- xxxiii. Plaques
- xxxiv. Hotel Costs
- xxxv. Housing - (written justification and approval needed based on programming)

h) To maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the project(s), sufficiently and properly reflect all expenditures of funds provided by the CITY under this Contract; and

2) RECIPIENT agrees to provide the City Manager’s Office or designee with a quarterly

narrative and financial progress report, if applicable, on the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

Such reports shall include basic statistical information relative to the program or activity and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description.

RECIPIENT shall receive the first wave of funding upon approval by the City Commission. A narrative and financial report shall be due on the dates listed below, as applicable.

However, following the completion of the first narrative and financial report and as indicated in Exhibit "B" Payment Schedule, the remaining distribution payment to the RECIPIENT shall be contingent upon prior receipt of the required progress narrative and financial report which is due during the preceding quarter. Narrative and financial reports for recipients receiving quarterly or monthly payments as indicated in Exhibit "B" Payment Schedule shall be due no later than the following dates:

1st Quarterly Narrative & Financial Report (January/February/March) – April 1st
2nd Quarterly Narrative & Financial Report (April/May/June) – July 1st
3rd Quarterly Narrative & Financial Report (July/August/September) – September 30th

If RECIPIENT receives a lump sum payment for a one-time event or an award amount of \$5,000 or less then the RECIPIENT shall be required to submit their narrative and financial report on a due date above as assigned by the CITY at a later date. The due date shall occur after the program or activity described in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description has concluded.

However, if any of the above dates fall on a weekend, then the due date shall be extended to the next business day, thereafter, as long as it does not exceed the term of this contact.

When submitting the quarterly narrative reports, RECIPIENT shall track and report to the CITY the following:

- a. Current and final outcomes for the program based on the objectives provided in the RECIPIENT's grant application
- b. Include all available statistics and/or numbers regarding the demographics of individuals served by the program; such as the number of CITY of Pompano Beach residents served (include tracking method used)
 - i. Age
 - ii. Race
 - iii. Gender
 - iv. Zip Codes
 - v. Household income (if applicable)
- c. Describe accomplishments of the program to date

- d. Summary of the impact the program has had on its intended target audience; to include challenges faced, photographs of the project and success stories (How did the CITY's funding make a difference in a resident/recipient's life?)

Failure to provide the quarterly narrative reports shall render an organization ineligible to receive future payouts.

- 3) The approved budget for the RECIPIENT, included in Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description and any changes in the budget which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or his/her designee prior to the expenditure of such funds; provided, that nothing herein shall authorize or allow any expenditure or obligation of funds in excess of the total sum aforesaid.

RECIPIENT shall submit financial reports with all required documentation of expenditures (including original receipts/proofs of payments and itemized list).

Failure to provide a narrative and financial report as assigned by the CITY and/or failure to utilize all of the prior allocated funds from the first six months of the contract shall render an organization ineligible to receive additional payouts and render the organization ineligible for current and future funding from the CITY.

Failure from the RECIPIENT to provide a Quarterly or Final narrative or Monthly, Quarterly or Lump Sum, financial report shall forfeit all outstanding project funding and shall render the RECIPIENT ineligible for additional funding from the CITY.

- 4) RECIPIENT agrees that any funds provided by the CITY for the operation of the program or activity during the current CITY's fiscal year, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the CITY.
- 5) RECIPIENT shall not use the CITY's logo, materials, or testimony for promotion of the RECIPIENT's program without written authorization from the CITY Manager or its designee.
- 6) RECIPIENTS shall attend a mandatory Orientation provided by the CITY at a date to be determined by the CITY. Failure to attend said Orientation shall be grounds for termination of the contract.
- 7) In cases where a contract is terminated by the CITY for default by RECIPIENT, the CITY reserves the right to deny RECIPIENT's future applications for new funding for a time to be determined by the City Manager, and/or his or her designee, and/or the City Commission.

Organization name: THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC.

Program funded: Russell Reading Room

Amount funded: \$10,000

Program description: REF's Russell Reading Program will serve a minimum of 65 elementary school students from low-income families in Pompano Beach who have been identified as at-risk in literacy skills due to a variety of factors, such as learning, economic or language-based difficulties. Age appropriate STEAM activities will take place during the after-school sessions of Russell Reading Room programs located at all three Pompano Beach Community Centers, one day per week. These activities will expose children kindergarten through fifth grade to valuable skill sets needed in today's world. Learning the fundamentals of coding, building working robots are some of the many fun but educational activities that take place. All activities are presented at age appropriate levels and many are experienced as group projects, so students also learn how to work together towards an important goal.

Form Name: City of Pompano Beach 2020-2021 Nonprofit Sponsorship Application
Submission Time: August 25, 2020 1:04 pm
Browser: Chrome 84.0.4147.135 / Windows
IP Address: 66.229.238.58
Unique ID: 652068301
Location: 26.100099563599, -80.272300720215

About Your Organization

Which Fiscal Year Is Your Organization Applying For? 2020-2021

Full Name of Nonprofit: Russell Life Skills and Reading Foundation, Inc. d/b/a Russell Education Foundation

Mission of Nonprofit: To inspire an equip underserved children and their families with the tools for continued success.

Brief Overview of Nonprofit: The Russell Education Foundation (REF) was founded in 1998 by former Miami Dolphins linebacker, Twan Russell, and his late mother, Corliss, with a mission of inspiring and equipping underserved children and their families with the tools for continued success. A South Florida educator for more than 35 years, Mrs. Russell saw first-hand how additional literacy services were needed in communities throughout Broward and Miami-Dade Counties to help level the playing field for students from low-to-moderate income (LMI) families and provide them with the same opportunities for academic success as their peers. Since its inception, REF has positively impacted the lives of more than 20,000 students in some of South Florida's most underserved communities and helped close the achievement gap through literacy instruction, life skills guidance/mentoring, and access to community resources. REF currently operates in 9 different locations throughout Broward County, including community centers in Fort Lauderdale, Hollywood and Pompano Beach, and one location in North Miami. REF's programs are free to students and their families and are purposefully placed in identified areas where extra-curricular tutoring or educational services are either non-existent or unaffordable for low-income families.

Nonprofit Website: www.russelleducationfoundation.com

Which Funding Priority Does Your Nonprofit Qualify For: Education

Type of Organization - select the one that best applies: Education/Research

**Executive Summary of How Nonprofit
will use City of Pompano Beach
Funding:**

The Russell Education Foundation (REF) requests funding to continue STEAM (Science, Technology, Engineering, Arts, Math) instruction one day per week per center to the Russell Reading Rooms located at three Pompano Beach Community Centers - Mitchell Moore Park, Highlands Park and Pompano Beach Civic Center. During the 2020-2021 academic year, the Russell Reading Program will serve a minimum of 65 kindergarten through fifth grade students from low-income families through tutoring instruction, homework assistance and comprehensive education services to improve reading, math, science and language skills, with the primary goal of improving literacy and reading skills by at least one grade level upon completion of the program. With age appropriate STEAM activities, underserved children who might not otherwise be exposed to coding, robotics, art, music, hands-on science experiments and accelerated math, will have a chance to experience these activities in an effort to engage them in the joy of life-long learning and help them close the educational gap many low-income students experience.

**How Does Your Nonprofit/Program Fit
the Guidelines and Funding Interests?**

The Russell Reading Program (REF) fits the City of Pompano Beach's guidelines and funding interests by utilizing a comprehensive approach to address the critical issue of illiteracy in low-income Pompano Beach students. More than just improving test scores and academic performance, REF helps nurture a lifelong love of learning in these students and provides them with the tools necessary to become successful high school and college graduates, achieve meaningful employment, become caring parents, and contribute as productive citizens. Additionally, REF helps fill an essential childcare gap for low-income, working parents in Pompano Beach, enabling them to maintain stable employment and peace of mind because their children are able to attend a high-quality after-school program at no cost.

Statement of Need:

In 2019, only 61% of third-grade students in Broward County achieved a proficiency grade of "3 or higher" on a scale of 1 to 5 in English Language Arts on the Florida Standards Assessment, which leaves more than a third of the area's third graders reading below grade level. The state of Florida requires retention for students who do not demonstrate basic reading proficiency by the end of the third grade, which can be detrimental not only to the student's future academic achievement but their social and emotional development. Poor performance in school gives rise to increased rates of absenteeism, substance abuse, school dropouts, and juvenile delinquency. Overall, studies show students who do not demonstrate reading proficiency by the end of third grade are four times more likely to ultimately drop out of high school, and African American and Hispanic students who don't reach this milestone are eight times more likely to drop out. Research also demonstrates that students from low-income families, in particular, are at a significantly higher risk for literacy issues, due to additional challenges such as limited exposure to reading materials, housing instability, food insecurity, poor health, and safety issues. More than 80% of students from low-income families are not proficient readers by the end of third grade (Campaign for Grade Level Reading), and schools in low-income communities have a disproportionate number of students achieving below a proficiency grade of 3 on the Florida State Assessments (Florida Department of Education.) Many South Florida households also primarily speak a language other than English at home, which leaves children in these families at a disadvantage from the outset in learning the fundamentals of the English language. Parents who cannot read or struggle to read tend to have children who struggle with reading and overall academic achievement, thus perpetuating the cycle of illiteracy and poverty.

Include a Description of the Geographic Area You Serve:

REF currently offers the Russell Reading Program in three different locations within the City of Pompano Beach, encompassing a large portion of the city. Locations are as follows: MITCHELL MOORE PARK, 901 NW 10th Street, Pompano Beach, FL 33060 (Census Block 4048, Census Tract 308.01); HIGHLANDS PARK, 1650 NE 50th Court, Pompano Beach, FL 33064 (Census Block 3015, Census Tract 108); and POMPANO BEACH CIVIC CENTER, 1801 NE 6th Street, Pompano Beach, FL 33060 (Census Block 1033, Census Tract 302.02). REF serves students and families, the majority of whom are low- and moderate-income (LMI) households, that live within and surrounding these areas.

Does Your Organization Receive Matching Funds?

Yes

Please indicate one or more matching gift options below:

One or more donors will match the City's contribution for the proposed program/event in this application.

About Your Board of Directors

Board Disabled	0
Board Minorities	4
Board Seniors	4
Total Board Members	10

Program/Event Information #1

Will your organization be hosting an event on City property?	No
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Which are you applying for? (Program/Event)	Program
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Program/Event Name	Russell Reading Room
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Type of Program/Event	Nonprofit Program/Seminar/Workshop
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Describe the program/event succinctly:	REF's Russell Reading Program will serve a minimum of 65 elementary school students from low-income families in Pompano Beach who have been identified as at-risk in literacy skills due to a variety of factors, such as learning, economic or language-based difficulties. Age appropriate STEAM activities will take place during the after-school sessions of Russell Reading Room programs located at all three Pompano Beach Community Centers, one day per week. These activities will expose children kindergarten through fifth grade to valuable skill sets needed in today's world. Learning the fundamentals of coding, building working robots are some of the many fun but educational activities that take place. All activities are presented at age appropriate levels and many are experienced as group projects, so students also learn how to work together towards an important goal.
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Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?

Much more than just an after-school program, REF offers comprehensive tutoring and educational services designed to help underserved students learn, grow and thrive. Having STEAM activities as part of the educational program already offered through Russell Reading Rooms, gives children a chance to learn skills that might otherwise not be available to them. It gives them an opportunity to experience and learn new skills while teaching them comprehensive educational skills. Many of REF's students do not have the opportunities that many of their peers' experience. There is a large increase in today's job market for the skills that STEAM activities foster such as coding, engineering, robotics and the arts. All of these activities foster the imagination and build much needed self-esteem in our students.

REF along with the City of Pompano works with area schools to identify students who demonstrate below grade-level understanding of reading, math, and/or science concepts through state testing/assessments and/or classroom teacher evaluations, and students are also referred by teachers, administrative staff, or parents. Upon enrollment, each student receives comprehensive assessment and evaluation of literacy skills, and a Multifaceted Activity Plan (MAP) is developed for each student in accordance with his/her reading level and particular learning challenges, to be completed at the student's pace. Small student-to-instructor ratios allow for one-on-one attention. Instruction techniques are tailored to the age and current reading level of the student and focus on building oral language, fluency, critical thinking skills, reading comprehension, creativity, and goal-setting skills. Math and science assistance is provided using an informal instruction style that incorporates games, experiments and hands-on activities, which promotes kinesthetic learning and problem-solving and appeals to students who have previously had difficulty learning math or science concepts in a traditional classroom setting. The addition of dedicated STEAM activities will enhance the learning and problem-solving abilities in ways that basic educational instruction can not match.

In addition to supporting the traditional Russell Reading program, STEAM funding from the City of Pompano Beach during the 2020-2021 school year will enable REF to offer learning experiences that stimulate the minds and imagination of children who need additional learning experiences to catch up to their peers. These experiences will help foster a love of learning that can propel our students to academic excellence throughout their educational journey.

Alongside educational programming, REF also provides mentoring and family engagement activities that encourage excitement about learning and promote long-term success in school and in life. Session topics include goal setting, personal safety, civic engagement and other life skills topics. Business and community leaders, former professional athletes and other professionals speak to the students about their career paths and how they overcame certain obstacles to achieve success. Social skills components are interwoven throughout the overall program design and follow the

Promoting Alternative Thinking Strategies (PATHS) curriculum to help promote positive self-esteem, pro-social peer relationships and good citizenship.

What are the outcomes of your program/event?

Measurable outcomes for the entire program include:

*A minimum of 95% of students will be promoted to next grade level at the end of the academic year.

*90% of students will show improvement on post-assessments tests at the end of the year.

*90% of students who entered the program scoring below grade level in reading will improve reading performance level during the academic year.

*96% of students will participate in all STEAM activities and communicate functional knowledge of the activities presented.

*95% of students will demonstrate improved literacy & reading skills.

*95% of students will demonstrate bench marked progress in math and science.

*A minimum of 85% of students will stay engaged in the program for the full academic year.

Estimated # of Attendees at the Program/Event (select the one that best applies)

51-150

Please Specify the Number of City of Pompano Beach Residents Your Organization will Serve if the Program/Event is Funded:

65

Describe the demographics of the population you are impacting with this program/event: Demographics: Socioeconomic characteristics of a population expressed statistically, such as age, sex, education level, income level, occupation.

REF aims to serve a minimum of 65 kindergarten through 5th-grade students whether virtually or in Classroom due to COVID -19 from low-income families in Pompano Beach who have been identified as at-risk in literacy skills due to a variety of factors, such as learning, economic or language-based difficulties. The population served during the most recently completed school year was represented by the following demographics: 50% white, 40% African American and 10% multi-race. Nearly 40% also identified as Hispanic. Feeder schools for REF's programs are all Title I schools where more than 51% of students are from low-income households.

Start Date of Program/Event:

Oct 01, 2020

End Date of Program/Event:

Sep 30, 2021

Does your program/event have a start time/end time?

Yes

Start Time of Program/Event:

04:00 PM

End Time of Program/Event:	05:30 PM
Name of Program/Event Venue:	Russell Reading Rooms at Mitchell Mores Park, Highlands Park, Pompano Beach Civic Center
Address of Program/Event Venue Location:	901 NW 10th Street / 1650 NE 50th Court / 1801 NE 6th Street Pompano Beach, FL 33060
Attire of Program/Event (select the one that best applies):	Casual
List any Benefits or Amenities the City of Pompano Beach Receives:	No tangible benefits are associated with this funding request. However, as the children of Pompano Beach score higher grades through our comprehensive educational program, the school ratings increase which directly affects the housing market of the city by increasing home value to buy in areas of higher rated schools.
Amount Requested:	12480
Are you applying for a second Program/Event?	No

Additional Activities

Are there any additional activities associated with the primary sponsorship event (Examples include VIP event, Kickoff event, Awards Ceremony, Thank You/Recognition Party, etc...)	No
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Additional Information

What are your organization's credentials? Tell us why your organization does it better than anyone else.	Over the last 20 years, REF has methodically developed a comprehensive approach that exceeds the standards of service offered at similarly structured organizations and, unlike other programs, is offered at no charge to low-income families to ensure access to comprehensive instruction and guidance for at-risk children with literacy and learning challenges. REF has a highly successful track record of participant engagement and retention, with more than 90% participation maintained during the school year. All REF curriculum is aligned with the Florida State Assessment benchmarks and Broward County School Board requirements to ensure consistency among educational and academic approaches. Small student-to-instructor ratios allow for one-on-one attention, and all contracted teachers and on-site directors are Florida State-certified with a minimum of five years of experience. REF also works to ensure that its teachers have a cultural competency level that enables them to interact effectively with a diverse group of students.
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Any other information you wish to share?

Recognizing the importance of engaging the whole family in a successful learning process, REF is also unique in that it encourages long-term parental involvement as well as volunteerism of time and/or services and offers support for the families of the participating students, and discussions. Each year REF also hosts a holiday party in December, during which all participating families are provided with dinner and students perform a special program and receive toys and an end-of-year party at each of the program sites, during which students receive recognition of their academic achievements as well as books for their home libraries.

City of Pompano Beach Funding History

Has your organization been funded before by City of Pompano Beach?

Yes

If yes, when was the most recent year?

2019-2020

What was the name of program/event funded?

Russell Reading Rooms

How much was the funding for this program/event?

10000

Requested Budget Information

What is the total value your nonprofit is applying for?

12480

If you are not awarded the full funding requested for your event/program, will you be able to complete your project?

Yes

Are you including the following:

Itemized Budget - Please provide a budget for the program/event you are applying for vs. the agency's annual budget = Yes
W9 = Yes
IRS Letter = Yes
List of Board of Directors = Yes
Articles of Incorporation = Yes
Most Recent 990 Form = Yes

Upload your documents: All items are mandatory.

Itemized Budget - Please provide a budget ONLY for the program/event you are applying for. Annual agency budgets will not be accepted.

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077528/652068301/72077528_russell_education_foundation_itemized_budget_2021-2021.xlsx

W9

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/652068301/72077535_russell_education_foundationw-9_-_2020_-_ref.pdf

IRS Letter

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/652068301/72077552_russell_education_foundation_irs_renewal_8-2016_to_8-20211.pdf

List of Board of Directors

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/652068301/72077556_russell_education_foundation-board_member_contact_list_20201.pdf

Articles of Incorporation

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/652068301/72077558_russell_education_foundation_articles_of_incorporation_4-15-1999.pdf

Most Recent 990 Form

https://s3.amazonaws.com/files.formstack.com/uploads/3276970/90960095/652068301/90960095_russell_education_foundation_2018-990.pdf

Charity/Organization Contact

Name

Twan Russell

Title

Board Chair

Email

Twanrussell@gmail.com

Phone Number

(954) 921-3787

Mailing Address (If awarded, your payment will be mailed to this address)

499 NW 70th Ave.
Suite 106
Plantation, FL 33317



Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012640018C-7	08/31/2016	08/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE RUSSELL LIFE SKILLS AND
READING FOUNDATION INC
9112 W STATE ROAD 84
DAVIE FL 33324-4416

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

THE RUSSELL LIFE SKILLS AND
READING FOUNDATION INC
9112 W STATE ROAD 84
DAVIE FL 33324-4416

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Russell Life Skills and Reading Foundation, Inc

2 Business name/disregarded entity name, if different from above
d/b/a Russell Education Foundation

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
499 NW 70th Ave. Suite 106,

6 City, state, and ZIP code
Plantation, FL 33317

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

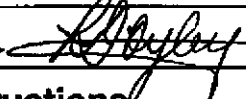
Social security number										
			-				-			
OR										
Employer identification number										
6	5	-	0	9	2	2	4	9	0	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ **8-21-2020**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ARTICLES OF INCORPORATION

OF

**THE RUSSELL LIFE SKILLS AND READING
FOUNDATION, INC.**

(organized under the nonprofit corporation laws of Florida)

ARTICLES OF INCORPORATION

of

THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC.
(organized under the nonprofit corporation laws of Florida)

FILED
99 APR 13 AM 9:50
SECRETARY OF STATE
TALLAHASSEE FLORIDA

The undersigned subscribers, a majority of whom are citizens of the United States, desire to form a Nonprofit Corporation under the Florida Not for Profit Corporation Act. Moreover, the undersigned are natural persons competent to contract and hereby form a not for profit Corporation under the laws as stated in the Florida statutes, more specifically, Florida Statutes Section 617.0202. The undersigned subscribers hereby adopt the following Articles of Incorporation and do hereby certify:

ARTICLE 1 - NAME

The name of the corporation is *The Russell Life Skills and Reading Foundation, Inc.*

ARTICLE 2 - PRINCIPAL OFFICE

The street address of the *initial* principal office of this Corporation is:

*1547 Northwest 159 Lane
Pembroke Pines, Florida 33028*

The mailing address of this Corporation is:

*Post Office Box 824091
Pembroke Pines, Florida 33082-4091*

ARTICLE 3 - PURPOSES OF THE CORPORATION

The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code.

The Corporation shall provide charitable services in manner that is beneficial to the public interest. Namely, for the development of individual capabilities, support of education, improvement of social welfare, and advancement of knowledge and academic scholarship.

More specifically, the Corporation is organized to perform charitable activities and services, the primary purpose of which is providing for special educational, cultural, recreational, and social benefits to minors that contribute to the development of good character, good sportsmanship, and to the educational and cultural development, of minors.

ARTICLE 4 - OFFICERS AND DIRECTORS

The names and addresses of the persons who are the initial officers and directors are as follows:

<u>Name and Title</u>	<u>Address</u>
Twan Russell, President	1206 Chase Heritage Circle Sterling, Virginia 20164
Neil Heller, Vice-president	2001 West Sample Road, Suite 318 Pompano, Florida 33064
Lysandra Salmon, Secretary	3755 N.W. 24 Street Ft. Lauderdale, Florida 33311
Corliss Russell, Treasurer	3755 N.W. 24 Street Ft. Lauderdale, Florida 33311

ARTICLE 5 - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is:

*1547 Northwest 159 Lane
Pembroke Pines, Florida 33028*

The name of the initial registered agent of this Corporation at the address is Avarian R. McKendrick.

ARTICLE 6 - PROHIBITIONS

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article Third hereof.

No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) and political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these Articles, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation.

Moreover, notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future Federal tax code.

ARTICLE 7 - MANNER OF ELECTION OF DIRECTORS

The Directors shall be elected or appointed by a majority vote of the Members of the Corporation.

ARTICLE 8 - PRESIDENT

The initial President of the Corporation shall be the following named person whose address shall be the same as the initial principal office of the Corporation as set forth in the Article Second hereof: Twan Russell.

ARTICLE 9 - TERM OF EXISTENCE

The Corporation shall have perpetual existence. The Corporate existence shall commence on the date these Articles are filed.

ARTICLE 10 - CAPITAL STOCK

The Corporation shall have no capital stock and shall be composed of members rather than shareholders.

ARTICLE 11 - QUALIFICATIONS OF MEMBERSHIP

The categories of membership qualifications for membership and the manner of admission shall be as set forth in and regulated by the By Laws of the Corporation.

ARTICLE 12 - VOTING RIGHTS

Members of the Corporation will have such voting rights as are provided in the By Laws of the Corporation.

ARTICLE 13 - LIABILITIES FOR DEBTS

Neither the members nor the members of the Board of Directors or officers of the Corporation shall be liable for the debts of the Corporation.

ARTICLE 14 - EFFECTIVE DATE

These Articles of Incorporation shall be effective immediately upon approval of the Secretary of State, State of Florida.

ARTICLE 15 - AMENDMENT

These Articles of Incorporation may be amended in the manner provided by law. Every Amendment shall be approved by the Board of Directors, proposed by them to the Members, and approved to a Members' meeting by a majority of the Members, unless all the Directors and all Members sign a written statement manifesting their intention that a certain amendment of these Articles of Incorporation be made.

ARTICLE 16 - INDEMNIFICATION

The Corporation shall indemnify a director of the Corporation who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director or officer was a party because the director or officer is or was a director or officer of the Corporation against reasonable attorney fees and expenses incurred by the director or officer in connection with the proceeding.

The Corporation may indemnify an individual made a party to a proceeding because the individual made a party to a proceeding because the individual is or was a director, officer, employee or agent of the Corporation against liability if authorized in the specific case after determination, in the manner required by the Board of Directors, that indemnification of the director, officer, employee or agent as the case may be, is permissible in the circumstances because the director, officer, employee, or agent has met the standard of conduct set forth by the Board of Directors.

The indemnification and advancement of attorney fees and expenses for directors, officers, employees and agents of the Corporation shall apply when such persons are serving at the Corporation's request while a director, officer, employee or agent of the Corporation, as the case may be, as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, as well as in their official capacity with the Corporation.

The Corporation also may pay for or reimburse the reasonable attorney fees and expenses incurred by a director, officer, employee, or agent of the Corporation who is a party to a proceeding in advance of final disposition of the proceeding.

The Corporation also may purchase and maintain insurance on behalf of an individual arising from the individual's status as a director, officer, employee or agent of the Corporation, whether or not the Corporation would have power to indemnify the individual against the same liability under the law.

All references in these Articles of Incorporation are deemed to include any amendment or successor thereto. Nothing contained in these Articles of Incorporation shall limit or preclude the exercise of any right relating to indemnification or advance of attorney fees and expenses to any person who is or was a director, officer, employee, or agent of the Corporation or the ability of the Corporation otherwise to indemnify or advance expenses to any such person by contract or in any other manner.

If any word, clause or sentence of the foregoing provisions regarding indemnification or advancement of the attorney fees or expenses shall be severable and provisions remaining shall not be otherwise affected. All references in these Articles of Incorporation to "director," "officer," "employee," and "agent" shall include the heirs, estates, executors, administrators, and personal representatives of such persons.

ARTICLE 17 - COVENANT NOT TO SUE

The Corporation agrees that it will never institute any action or suit at law or in equity against any director or officer of the Corporation, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, expenses, or compensation for or on account of any damage loss or injury either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, past present, or future, arising out of a director or officer of the Corporation's service to the Corporation.

ARTICLE 18 - DEDICATION AND DISTRIBUTION OF ASSETS

Assets of the Corporation are permanently dedicated to the furtherance of the specified exempt purposes set forth in Article Third hereof, within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code.

ARTICLE 19 - DISSOLUTION

Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code, or shall be distributed to the federal government, or to a state or local government for public purpose.

However, if a named recipient is not then in existence or no longer a qualified distributee or unwilling or unable to accept the distribution, then the assets of this Corporation shall be distributed to a fund, foundation or corporation organized and operated exclusively for the purposes specified in section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future Federal tax code. Reliance may be placed upon Florida state law to establish permanent dedication of assets for exempt purposes.

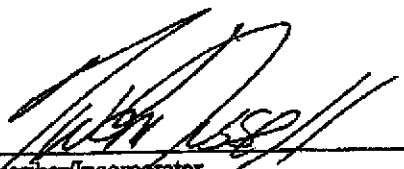
Any such assets not so disposed of shall be disposed of a by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 20- CORPORATION SEAL

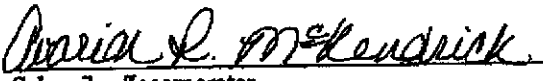
The Seal of the Corporation shall be as particularly shown in the following impression:



IN WITNESS WHEREOF, we have hereunto set our hand and seal acknowledged and filed the foregoing Articles 1 through 20 which comprise the Articles of Incorporation for THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC., a nonprofit charitable organization, under the laws of the State of Florida this 7th day of April, 1999.



Subscriber/Incorporator
Twan Russell
1206 Chase Heritage Circle
Sterling, Virginia 20164

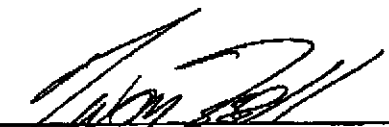


Subscriber/Incorporator
Avarian R. McKendrick
425 N.W. 210 Street, #106-7
Miami, Florida 33169

REGISTERED AGENT ATTESTATION

Pursuant to the provisions of Section 617.0501 Florida Statutes, **THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC.**, a not for profit corporation, organized under the laws of the State of Florida submits the following statements in designating the Registered Office/Registered Agent in the State of Florida:


1. The street address of the initial principal office of this Corporation is *1547 Northwest 159 Lane, Pembroke Pines, Florida 33028.*
2. The mailing address of this Corporation is *Post Office Box 824091, Pembroke Pines, Florida 33082-4091.*
3. The name of the Registered Agent is *Avarian R. McKendrick.*



Twan Russell
Incorporator

FILED
99 APR 13 AM 9:50
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Having been named as initial Registered Agent and to accept service of process for the above stated Corporation at the place designated in this Certificate, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.



Signature of
Avarian R. McKendrick,
Registered Agent
425 N.W. 210 Street, #106-7
Miami, Florida 33169

April 7, 1999

Date

**The Russell Life Skills and Reading Foundation, Inc.
D/B/A Russell Education Foundation
Board of Directors: 2020**

Executive Board Members

Twan Russell - Chairman of the Board

Founder
Russell Education Foundation
11201 NW 8th Street
Plantation, FL 33325
russell@russelledgefoundation.com
Work: (305) 943-7272
Cell: (954) 599-5353

Ed Forler – Vice Chair

Vice President – Dave & Busters
1080 NW 192nd Avenue
Pembroke Pines, FL 33029
Ed_forler@daveandbusters.com
Cell: (214)684-5034

John Schechter – Secretary

511 NW 118th Avenue
Coral Springs, FL 33071
Home: (954) 236-4396
Fax: (954) 236-4396
Cell: (954) 401-0774
John4KIDS@bellsouth.net

Debbie Fowler, CPA - Treasurer

Fowler, Howard & Reid, PA
3878 Sheridan Street
Hollywood, FL 33021
Phone: (954)224-1949
Fax: (954)963-6786
Cell: (954)224-1949
Email: dfowler@saltt.us

Lysandra Russell – At Large

IPS Mortgage
11201 NW 8th Street
Plantation, FL 33325
Fax: (954) 452-7120
Cell: (954) 599-5329
lrussell@ipsmtg.com

**The Russell Life Skills and Reading Foundation, Inc.
D/B/A Russell Education Foundation
Board of Directors: 2020**

DIRECTORS

Barbara Schechter
511 NW 118th Avenue
Coral Springs, FL 33071
(954) 804-0354
bschech@bellsouth.net

Nicoleen Dillard
12000 SW 2nd Street
Pembroke Pines, FL33025
Cell: (954) 913-1668
Ndillard73@gmail.com

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Vice President at Ultimate Software
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Coral Spring, FL 33071
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Attorney
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Tamarac, FL 33319
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11869 NW 53rd Court
Coral Springs, FL 33076
dorothysillano@gmail.com
(754)264-6662

**The Russell Life Skills and Reading Foundation, Inc.
D/B/A Russell Education Foundation
Board of Directors: 2020**

Infante & Company
1930 Harrison Street-Suite 308
Hollywood, FL 33020
(954) 922-8866
roger@infantecocpa.com

February 28, 2020

Russell Life Skills and Reading Foundation, Inc.
499 NW 70th Avenue, #106
Plantation, FL 33317

Dear Client,

Enclosed is the 2018 U.S. Form 990, Return of Organization Exempt from Income Tax, for Russell Life Skills and Reading Foundation, Inc. for the tax year ending July 31, 2019.

Your 2018 U.S. Form 990, Return of Organization Exempt from Income Tax, return will be electronically filed.

We very much appreciate the opportunity to serve you. If you have any questions regarding this return, please do not hesitate to call.

Sincerely,

Ronald Weinbaum

2018 Exempt Organization Business Tax Return
prepared for:

Russell Life Skills and Reading Foundation, Inc.
499 NW 70th Avenue, #106
Plantation, FL 33317

Infante & Company
1930 Harrison Street-Suite 308
Hollywood, FL 33020

Return of Organization Exempt From Income Tax

2018

Open to Public Inspection

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

A For the 2018 calendar year, or tax year beginning <u>Aug 1</u> , 2018, and ending <u>Jul 31</u> , 2019	
B Check if applicable: <input checked="" type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization <u>Russell Life Skills and Reading Foundation, Inc.</u>
	Doing business as <u>Russell Education Foundation</u>
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite <u>499 NW 70th Avenue</u> <u>106</u>
	City or town, state or province, country, and ZIP or foreign postal code <u>Plantation, FL 33317</u>
	F Name and address of principal officer: <u>Twan Russell, 499 NW 70th Avenue, #106, Plantation, FL 33317</u>
D Employer identification number <u>65-0922490</u>	
E Telephone number <u>(954) 924-3787</u>	
G Gross receipts \$ <u>560,074.</u>	
H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)	
H(c) Group exemption number ▶	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527	
J Website: ▶ <u>http://www.russelleducationfoundation.com</u>	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	
L Year of formation: <u>1999</u>	
M State of legal domicile: <u>FL</u>	

Part I Summary			Prior Year	Current Year
Activities & Governance	1 Briefly describe the organization's mission or most significant activities: <u>Eradicate literacy among inner city youth, thereby empowering, inspiring and encouraging at-risk youth to become successful and productive citizens.</u>			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3 Number of voting members of the governing body (Part VI, line 1a)	3	12	
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	12	
	5 Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	52	
	6 Total number of volunteers (estimate if necessary)	6	45	
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	29.	
b Net unrelated business taxable income from Form 990-T, line 38	7b	0.		
Revenue	8 Contributions and grants (Part VIII, line 1h)	538,321.	539,026.	
	9 Program service revenue (Part VIII, line 2g)	19,698.	21,019.	
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	55.	29.	
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)			
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	558,074.	560,074.	
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)			
	14 Benefits paid to or for members (Part IX, column (A), line 4)			
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	344,202.	294,295.	
	16a Professional fundraising fees (Part IX, column (A), line 11e)			
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>106,959.</u>			
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	234,618.	330,879.	
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	578,820.	625,174.		
19 Revenue less expenses. Subtract line 18 from line 12	-20,746.	-65,100.		
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	309,083.	261,425.	
	21 Total liabilities (Part X, line 26)	52,079.	69,521.	
	22 Net assets or fund balances. Subtract line 21 from line 20	257,004.	191,904.	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date
	<u>Twan Russell, Chairman</u> Type or print name and title	<u>02/28/2020</u>

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	<u>Ronald Weinbaum</u>		<u>02/28/2020</u>		<u>P00702034</u>
	Firm's name ▶ <u>Infante & Company</u>	Firm's EIN ▶ <u>59-2115588</u>		Firm's address ▶ <u>1930 Harrison Street-Suite 308, Hollywood, FL 33020</u>	
					Phone no. <u>(954) 922-8866</u>

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

Eradicate literacy among inner city youth,
thereby empowering, inspiring and encouraging at-risk youth to become successful and productive citizens.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: _____) (Expenses \$ 445,930. including grants of \$ 394,161.) (Revenue \$ 21,019.)

Reading centers, after school and summer reading centers and tutoring program
mentoring, homeschool and helping hands outreach.

4b (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4c (Code: _____) (Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4d Other program services (Describe in Schedule O.)
(Expenses \$ _____ including grants of \$ _____) (Revenue \$ _____)

4e Total program service expenses **445,930.**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	1 X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	2	X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV	9	X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	11a X	
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII	11b	X
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII	11c	X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	11e	X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	11f	X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	12a X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	13	X
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	18 X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	19	X
20 a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II	21	X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O.		X

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	52
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	2b	X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b	If "Yes," enter the name of the foreign country: _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
1b	Enter the number of voting members included in line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	X	
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
8a	The governing body?	X	
8b	Each committee with authority to act on behalf of the governing body?		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
10b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
11b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13		X
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		
12c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done		
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	The organization's CEO, Executive Director, or top management official		X
15b	Other officers or key employees of the organization		X
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed ►
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain in Schedule O)
- 19** Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records ►
 Debbie Fowler, 499 NW 70th Avenue, #106, Plantation, FL 33317 (954)921-3787

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Twan Russell Chairman	20.00			X				0.	0.	0.
(2) Ed Forler Vice Chair	5.00			X				0.	0.	0.
(3) Debbie Fowler Treasurer	10.00			X				0.	0.	0.
(4) Lysandra Russell At Large Director	5.00			X				0.	0.	0.
(5) John Schechter Secretary	5.00			X				0.	0.	0.
(6) Dorothy Sillano Director	5.00	X						0.	0.	0.
(7) Dr. Frank Till Director	5.00	X						0.	0.	0.
(8) Mitchell Teger Director	5.00	X						0.	0.	0.
(9) Barbara Schechter Director	5.00	X						0.	0.	0.
(10) Nicoleen Dillard Director	5.00	X						0.	0.	0.
(11) Brion Ross Director	5.00	X						0.	0.	0.
(12) Ted Vukelich Director	5.00	X						0.	0.	0.
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Sub-total							0.	0.	0.	
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)							0.	0.	0.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	3	X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	4	X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>	5	X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c	119,827.				
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above	1f	419,199.				
	g Noncash contributions included in lines 1a-1f: \$						
	h Total. Add lines 1a-1f ▶			539,026.			
Program Service Revenue			Business Code				
	2a Home school tuition	611691	21,019.	21,019.	0.	0.	
	b						
	c						
	d						
	e						
	f All other program service revenue .						
g Total. Add lines 2a-2f ▶			21,019.				
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts) ▶		29.	0.	29.	0.	
	4 Income from investment of tax-exempt bond proceeds ▶						
	5 Royalties ▶						
	6a Gross rents	(i) Real	(ii) Personal				
		b Less: rental expenses					
		c Rental income or (loss)					
		d Net rental income or (loss) ▶					
	7a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
		b Less: cost or other basis and sales expenses					
		c Gain or (loss)					
		d Net gain or (loss) ▶					
	8a Gross income from fundraising events (not including \$ 119,827. of contributions reported on line 1c). See Part IV, line 18	a					
		b Less: direct expenses	b				
		c Net income or (loss) from fundraising events . ▶					
	9a Gross income from gaming activities. See Part IV, line 19	a					
b Less: direct expenses		b					
c Net income or (loss) from gaming activities . . ▶							
10a Gross sales of inventory, less returns and allowances	a						
	b Less: cost of goods sold	b					
	c Net income or (loss) from sales of inventory . . ▶						
Miscellaneous Revenue		Business Code					
11a							
b							
c							
d All other revenue							
e Total. Add lines 11a-11d ▶							
12 Total revenue. See instructions ▶			560,074.	21,019.	29.	0.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	265,922.	199,442.	26,592.	39,888.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	9,902.	7,427.	990.	1,485.
10 Payroll taxes	18,471.	13,853.	1,847.	2,771.
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting	15,577.	0.	15,577.	0.
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion				
13 Office expenses	1,865.	246.	1,619.	0.
14 Information technology				
15 Royalties				
16 Occupancy	32,048.	24,036.	3,205.	4,807.
17 Travel	75.	75.	0.	0.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	1,999.	1,783.	216.	0.
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	4,304.	0.	4,304.	0.
23 Insurance	11,887.	3,566.	8,321.	0.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Books	3,257.	3,257.	0.	0.
b Bank fees	1,902.	0.	1,902.	0.
c Fundraising	54,181.	0.	0.	54,181.
d Contract labor	29,864.	29,864.	0.	0.
e All other expenses	173,920.	162,381.	7,712.	3,827.
25 Total functional expenses. Add lines 1 through 24e	625,174.	445,930.	72,285.	106,959.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	102,507.	1	62,306.
	2 Savings and temporary cash investments	50,353.	2	50,383.
	3 Pledges and grants receivable, net	110,044.	3	104,943.
	4 Accounts receivable, net		4	
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	9,719.	9	11,637.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 35,681.		
	b Less: accumulated depreciation	10b 11,212.	28,773.	10c 24,469.
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		7,687.	15 7,687.
16 Total assets. Add lines 1 through 15 (must equal line 34)		309,083.	16 261,425.	
Liabilities	17 Accounts payable and accrued expenses	50,867.	17	69,521.
	18 Grants payable		18	
	19 Deferred revenue	1,212.	19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25		52,079.	26 69,521.
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets	257,004.	27	184,404.
	28 Temporarily restricted net assets		28	7,500.
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 Total net assets or fund balances	257,004.	33	191,904.	
34 Total liabilities and net assets/fund balances	309,083.	34	261,425.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	560,074.
2	Total expenses (must equal Part IX, column (A), line 25)	2	625,174.
3	Revenue less expenses. Subtract line 2 from line 1	3	-65,100.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	257,004.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	191,904.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

1 Accounting method used to prepare the Form 990: Cash Accrual Other _____
 If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.

2a Were the organization's financial statements compiled or reviewed by an independent accountant? Yes No
 If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis

b Were the organization's financial statements audited by an independent accountant? Yes No
 If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis

c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?
 If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.

3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? Yes No

b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.

	Yes	No
2a		X
2b	X	
2c	X	
3a		X
3b		

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

2018

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(b)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization Russell Life Skills and Reading Foundation, Inc.	Employer identification number 65-0922490
-------------------------------------------------------------------------------------	-----------------------------------------------------

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2017 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test—2018. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 33 1/3% support test—2017. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2018. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2017. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	365,491.	409,337.	437,634.	543,321.	539,026.	2,294,809.
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	365,491.	409,337.	437,634.	543,321.	539,026.	2,294,809.
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						2,294,809.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
9 Amounts from line 6	365,491.	409,337.	437,634.	543,321.	539,026.	2,294,809.
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	2.		299.	55.	29.	385.
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	2.		299.	55.	29.	385.
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	365,493.	409,337.	437,933.	543,376.	539,055.	2,295,194.
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f))	15	99.98 %
16 Public support percentage from 2017 Schedule A, Part III, line 15	16	99.98 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2018 (line 10c, column (f), divided by line 13, column (f))	17	0.02 %
18 Investment income percentage from 2017 Schedule A, Part III, line 17	18	0.02 %

- 19a 33 1/3% support tests—2018.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . ▶
- b 33 1/3% support tests—2017.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization ▶
- 20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI .		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI .		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI .		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI .		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer 10b below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a	
b A family member of a person described in (a) above?	11b	
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.	11c	

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	1	
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	2	

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).	1	

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).	2	
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.	3	

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
2 Activities Test. Answer (a) and (b) below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	2a	
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	2b	
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.	3a	
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.	3b	

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A—Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8		

Section B—Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d		
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 Minimum Asset Amount (add line 7 to line 6)	8		

Section C—Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D—Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2018 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E—Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2018	(iii) Distributable Amount for 2018
1 Distributable amount for 2018 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2018 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2018			
a From 2013			
b From 2014			
c From 2015			
d From 2016			
e From 2017			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2018 distributable amount			
i Carryover from 2013 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2018 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2018 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2019. Add lines 3j and 4c.			
B Breakdown of line 7:			
a Excess from 2014			
b Excess from 2015			
c Excess from 2016			
d Excess from 2017			
e Excess from 2018			

**SCHEDULE D
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization Russell Life Skills and Reading Foundation, Inc.	Employer identification number 65-0922490
-------------------------------------------------------------------------------------	-----------------------------------------------------

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.
Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? <input type="checkbox"/> Yes <input type="checkbox"/> No		
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Part II Conservation Easements.
Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).	
<input type="checkbox"/> Preservation of land for public use (e.g., recreation or education) <input type="checkbox"/> Protection of natural habitat <input type="checkbox"/> Preservation of open space	<input type="checkbox"/> Preservation of a historically important land area <input type="checkbox"/> Preservation of a certified historic structure
2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.	
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d
3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶	
4 Number of states where property subject to conservation easement is located ▶	
5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? <input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶	
7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$	
8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.	

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.
Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.	
b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:	
(i) Revenue included on Form 990, Part VIII, line 1	▶ \$
(ii) Assets included in Form 990, Part X	▶ \$
2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:	
a Revenue included on Form 990, Part VIII, line 1	▶ \$
b Assets included in Form 990, Part X	▶ \$

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange programs
 - e Other
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment %
 - b Permanent endowment %
 - c Temporarily restricted endowment %
- The percentages on lines 2a, 2b, and 2c should equal 100%.

- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) unrelated organizations
- (ii) related organizations

	Yes	No
3a(i)		
3a(ii)		
3b		

- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment	0.	35,681.	11,212.	24,469.
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) 24,469.

Part VII Investments—Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments—Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

SCHEDULE G
(Form 990 or 990-EZ)

Supplemental Information Regarding Fundraising or Gaming Activities

OMB No. 1545-0047

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

2018

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Name of the organization

Russell Life Skills and Reading Foundation, Inc.

Employer identification number

65-0922490

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

- 1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.
- a Mail solicitations
 - b Internet and email solicitations
 - c Phone solicitations
 - d In-person solicitations
 - e Solicitation of non-government grants
 - f Solicitation of government grants
 - g Special fundraising events
- 2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No
- b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total						

- 3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events (add col. (a) through col. (c))	
		Golf tournament (event type)	Various Other (event type)	NONE (total number)		
Revenue	1	Gross receipts	82,661.	37,166.		119,827.
	2	Less: Contributions				
	3	Gross income (line 1 minus line 2)	82,661.	37,166.		119,827.
Direct Expenses	4	Cash prizes				
	5	Noncash prizes				
	6	Rent/facility costs				
	7	Food and beverages				
	8	Entertainment				
	9	Other direct expenses	30,063.	26,487.		56,550.
	10	Direct expense summary. Add lines 4 through 9 in column (d) ▶				
11	Net income summary. Subtract line 10 from line 3, column (d) ▶					63,277.

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))	
Revenue	1	Gross revenue				
Direct Expenses	2	Cash prizes				
	3	Noncash prizes				
	4	Rent/facility costs				
	5	Other direct expenses				
6	Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No		
7	Direct expense summary. Add lines 2 through 5 in column (d) ▶					
8	Net gaming income summary. Subtract line 7 from line 1, column (d) ▶					

9 Enter the state(s) in which the organization conducts gaming activities:
 a Is the organization licensed to conduct gaming activities in each of these states? Yes No
 b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No
 b If "Yes," explain: _____

SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

2018

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 990 or 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

**Open to Public
Inspection**

Name of the organization

Russell Life Skills and Reading Foundation, Inc.

Employer identification number

65-0922490

Pt VI, Line 11b: The 990 is reviewed by the treasurer who circulates to the board
for their review prior to filing it

Pt VI, Line 2: An officer had a family relationship with a board member

Pt VI, Line 8b: Subcommittees do not make decisions, tasks assigned by the Board
that makes the final decisions

Pt IX, Line 24e:

Description: Automobile expenses

Total: \$6,038

Program services: \$2,415

Management and general: \$1,812

Fundraising: \$1,811

Description: Center related costs

Total: \$136,139

Program services: \$136,139

Management and general: \$0

Fundraising: \$0

Description: Contributions

Total: \$50

Program services: \$50

Management and general: \$0

Fundraising: \$0

Description: Dues and subscriptions

Total: \$1,184

Program services: \$1,065

Management and general: \$119

Name of the organization

Employer identification number

Russell Life Skills and Reading Foundation, Inc.

65-0922490

Fundraising: \$0

Description: Marketing

Total: \$3,132

Program services: \$3,132

Management and general: \$0

Fundraising: \$0

Description: Grant writing

Total: \$12,600

Program services: \$12,600

Management and general: \$0

Fundraising: \$0

Description: Licenses

Total: \$1,330

Program services: \$70

Management and general: \$1,260

Fundraising: \$0

Description: Postage

Total: \$582

Program services: \$232

Management and general: \$116

Fundraising: \$234

Description: Printing

Total: \$279

Program services: \$0

Management and general: \$279

Fundraising: \$0

Description: Telephone

Name of the organization

Russell Life Skills and Reading Foundation, Inc.

Employer identification number

65-0922490

Total: \$4,459

Program services: \$1,784

Management and general: \$1,784

Fundraising: \$891

Description: Utilities

Total: \$5,942

Program services: \$4,457

Management and general: \$594

Fundraising: \$891

Description: Website

Total: \$2,185

Program services: \$437

Management and general: \$1,748

Fundraising: \$0

**IRS e-file Signature Authorization
for an Exempt Organization**

For calendar year 2018, or fiscal year beginning Aug 1, 2018, and ending Jul 31, 20 19

Department of the Treasury
Internal Revenue Service

▶ Do not send to the IRS. Keep for your records.
▶ Go to www.irs.gov/Form8879EO for the latest information.

2018

Name of exempt organization Russell Life Skills and Reading Foundation, Inc. Employer identification number 65-0922490

Name and title of officer

Twan Russell, Chairman

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here ▶ <input checked="" type="checkbox"/>	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b	<u>560,074.</u>
2a Form 990-EZ check here ▶ <input type="checkbox"/>	b Total revenue, if any (Form 990-EZ, line 9)	2b	
3a Form 1120-POL check here ▶ <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a Form 990-PF check here ▶ <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part VI, line 5)	4b	
5a Form 8868 check here ▶ <input type="checkbox"/>	b Balance Due (Form 8868, line 3c)	5b	

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2018 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize Infante & Company to enter my PIN

9	1	5	0	4
---	---	---	---	---

 as my signature
ERO firm name Enter five numbers, but do not enter all zeros

on the organization's tax year 2018 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2018 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶

Date ▶ 02/28/2020

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

6	0	1	2	6	2	3	0	9	0	2
---	---	---	---	---	---	---	---	---	---	---

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2018 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶

Date ▶ 02/28/2020

**ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So**

LIBRA FOUNDATION, INC.
96 Northeast Fourth Avenue
Delray Beach, FL 33483
(561) 276-7468

December 3, 2019

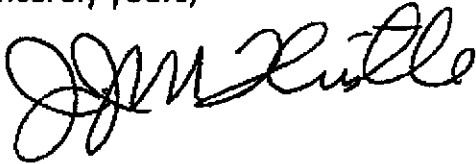
The Russell Life Skills & Reading Foundation, Inc.
499 NW 70th Avenue, Suite 106
Plantation, FL 33317

Dear Members of the Board:

On behalf of the directors of Libra Foundation, Inc., it is my pleasure to enclose herewith a check payable to your organization in the amount of \$ 50,000. The directors of the Foundation hope that these funds will provide assistance to your organization in performing the valuable work that you do for our community.

We look forward to learning how these funds have been applied by your organization and what benefits our community receives as a consequence.

Sincerely yours,

A handwritten signature in black ink, appearing to read "J. Jeffrey Thistle". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

J. Jeffrey Thistle, Director

Foundation Directors

J. Jeffrey Thistle, Esq.
Thomas A. Smith, C.P.A.



THE
JIM MORAN FOUNDATION

"THE FUTURE BELONGS TO THOSE WHO PREPARE FOR IT."

September 9, 2019

Board of Directors

Jan Moran
*Chairman and President
Founding Director*

Mr. Twan Russell
Chairman
Russell Education Foundation
5400 South University Drive, Suite 202
Davie, FL 33328

Dear Twan:

Tom Blanton
*Treasurer
Founding Director*

Thank you for Russell Education Foundation's impact report for our 2018 grant. In accordance with the grant agreement, enclosed is a check in the amount of \$30,000.00 which represents our second and final payment to support the Russell Reading Program at Mitchell Moore Park and Highlands Park according to the attached budget and expected outcomes. Our funding is based on Russell Education Foundation's current status as a public charity under sections 501(c)(3) and 509(a)(1) or 509(a)(2). Consequently, should there be any change to your tax status, you are required to notify The Foundation immediately. It is also necessary to contact us with any potential adjustments in program delivery from what was presented and approved during the grant application process to determine if there are funding implications.

Metamie Burgess
*Executive Director
Assistant Secretary
Founding Director*

Lucia Lopez
*Secretary
Director*

As a reminder, should this grant generate an announcement or recognition (i.e., press release, print or e-newsletter, logo usage, social media, etc.), The Foundation respectfully requires prior review and written approval. In such mentions, please refer to us as **The Jim Moran Foundation**. For further assistance with your communications, or to begin the review and approval process, please contact Ilisa Finkelman at 954-363-5550 or ilisa.finkelman@jimmoranfoundation.org.

Larry McGinnes
*Vice President
Founding Director*

The Foundation's mission is to improve the quality of life for the youth and families of Florida through the support of innovative programs and opportunities that meet the ever-changing needs of the community. With this grant, we recognize the positive impact you are making by providing elementary school students with encouragement and academic enrichment to improve their literacy, reading, math and science skills.

Dr. Melvin T. Stith
Founding Director

Sincerely,

JMM/mb
Enclosures

In Memory of
Jim Moran
Founder
1918 - 2007

100 JIM MORAN BOULEVARD, DEERFIELD BEACH, FLORIDA 33442
Phone: 954 429 2122 Fax: 954 363 6801 www.jimmoranfoundation.org



PROGRAM EXPENDITURES	CDBG/HOME	FUNDRAISING	GRANTS	OTHER	TOTAL PROJECT COSTS
STEAM Instructional Services - 3 centers x 39 weeks (1.5hour per week per center) x \$95 per hour	\$ 12,480.00		\$4,192		\$ 16,672.00
Educational Materials/Incentives/Project Materials	\$ -	\$ 2,500.00		\$ -	\$ 2,500.00
Administrative Staff (VP of Mission Advancement, Dir. of Programs, Assist.) \$97,000 @ 22%	\$ -			\$ -	\$ -
Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Taxes & Benefits - Administrative Staff	\$ -			\$ -	\$ -
Payroll Taxes & Benefits - Teachers, Site Directors, and Evaluator	\$ -			\$ -	\$ -
Professional Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -
3 certified teachers @\$18/hr x 2hrs/day x 145 days (total of 6 teachers for all sites)				\$ -	\$ -
Program Evaluator				\$ -	\$ -
2 Site Directors @\$20/hr x 2 hours/day x 145 days (total of 4 Site Directors for all sites)				\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Postage/Printing (printint & duplication)	\$ -		\$ -	\$ -	\$ -
Notices/Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -
\$.545/mile)	\$ -	\$ -		\$ -	\$ -
Rent/Facility Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance/Legal/Financial Services	\$ -	\$ -	\$ -	\$ -	\$ -
Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -
Materials/Supplies	\$ -	\$ -	\$ -	\$ -	\$ -

Lunch/Snacks	\$ -	\$ -	\$ -	\$ -	\$ -
Assistive Technology	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Costs (Insurance, professional fees, rent, utilities, communication)	\$ -		\$ -	\$ -	
Scholarship Awards	\$ -	\$ -	\$ -	\$ -	\$ -
Scholarship Maintenance Fee	\$ -	\$ -	\$ -	\$ -	\$ -
Camp(s)	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies/Activities	\$ -	\$ -	\$ -	\$ -	\$ -
Classroom Supplies (Paper, pencil, pens, markers, rulers, etc. @\$6.15 x 80 students)	\$ -	\$ -		\$ -	
Classes	\$ -	\$ -	\$ -	\$ -	\$ -
Field Trips	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Client Services	\$ -	\$ -	\$ -	\$ -	\$ -
Totals:	\$12,480.00			\$ -	\$ 19,172.00

Revenue Source	FY 20-21 Proposed Revenue	Is this revenue source confirmed of committed to the project?
CBDG/HOME	\$ 15,000.00	NO
Fundraising	\$ 51,000.00	NO
Grants	\$ 34,800.00	NO
Other	\$ -	N/A

**Exhibit “B”
Payment Schedule**

A. AWARD DISBURSEMENTS

The awards disbursement process will begin upon full execution of the appropriations contract and will end in September, 30 for the fiscal year that this contract is approved.

B. PAYMENT SCHEDULE

The total amount awarded for the THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC. (name of the non-profit organization) for Russell Reading Room (title of the program) for the current fiscal year is: \$10,000.

There will be three (3) payout/s during the period (depending on the amount awarded to each organization):

1. The first will equal 34% of the total allocation or \$3,400; be issued in advance. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization of how funds advanced were spent, along with invoices and proof of payment. Such an accounting must be provided to the CITY in the quarterly financial report as indicated in Exhibit “A” Recipients Requirements, Contractual Responsibilities and Program Description. Failure to comply with this requirement may result in the denial of the future requests for payments.
2. The second will equal 33% of the total allocation or \$3,300; will be issued upon receipt AND approval of the second quarterly narrative and financial report (including any additional requested documents);
3. The third payout will be the final 33% of the total allocation or \$3,300; will be issued upon receipt AND approval of the third and final quarterly narrative and financial report (including any additional requested documents).

EXHIBIT C

INSURANCE REQUIREMENTS: NON PROFIT ORGANIZATION

ORGANIZATION shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

ORGANIZATION is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by ORGANIZATION, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by ORGANIZATION under this Agreement.

Throughout the term of this Agreement, ORGANIZATION and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which the ORGANIZATION is obligated to pay compensation to employees engaged in the performance of the work. ORGANIZATION further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from

ORGANIZATION'S negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
___ explosion & collapse hazard	
___ underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
XX sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
___ liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY: Minimum \$10,000/\$20,000/\$10,000

- XX comprehensive form
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY		Per Occurrence	Aggregate
___ other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000

PROFESSIONAL LIABILITY Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. ORGANIZATION and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies. Whenever, under the provisions of this Agreement, insurance is required of the ORGANIZATION, the ORGANIZATION shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. ORGANIZATION hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ORGANIZATION shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should ORGANIZATION enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NSI Insurance Group LLC 5875 NW 163 Street Suite 207 Miami Lakes FL 33014	CONTACT NAME: Lianet Remedios PHONE (A/C, No. Ext): (305) 556-1488 FAX (A/C, No): (305) 556-3680 E-MAIL ADDRESS: lianetr@nsigroup.org																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Ategrity Specialty Ins. Co.</td> <td>16427</td> </tr> <tr> <td>INSURER B:</td> <td>Retail First Insurance Company</td> <td>10070</td> </tr> <tr> <td>INSURER C:</td> <td>Landmark American Ins Co</td> <td>33138</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ategrity Specialty Ins. Co.	16427	INSURER B:	Retail First Insurance Company	10070	INSURER C:	Landmark American Ins Co	33138	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED The Russell Life Skills and Reading Foundation Inc 499 NW 70th Avenue Ste 106 Plantation FL 33317																					

COVERAGES

CERTIFICATE NUMBER: 20/21 GL/Prof/WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		01-C-PK-P20006890-0	07/22/2020	07/22/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	52050100	02/27/2020	02/27/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			LHR783682	07/22/2020	07/22/2021	Each Claim 1,000,000 Aggregate 1,000,000 Sexual Abuse Sublimit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sexual Abuse Sub-Limit of \$100,000/\$300,000

Certificate Holder is Listed as Additional Insured with Respect to General Liability.

APPROVED

By Danielle Thorpe at 10:07 pm, Nov 16, 2020

CERTIFICATE HOLDER**CANCELLATION**
 City of Pompano Beach
 PO Box 1300

Pompano Beach

FL 33061

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Oscar S...

APPROVED

By Danielle Thorpe at 10:06 pm, Nov 16, 2020

Keep these cards handy—in your wallet or glove compartment—and contact us if you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And always have a choice where to repair your vehicle, when you use a shop in our network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.

FOLD PAGE ALONG P

Florida Automobile Insurance Identification Card

Insurer: Progressive Express Ins Company - 02962
Policy Number: 06426383-2 Effective Date: 12/23/2019
Expiration Date: 12/23/2020
 Personal Injury Protection Bodily Injury Liability
Benefits/Property Damage Liability
Named Insured(s):
THE RUSSELL LIFE SKILLS A
ND READING FOUNDATION INC
Year Make Model VIN
2015 Ford T-350 Transit W 1F8ZK2ZM5FKA30679
Policy Type: Commercial
NAIC Number: 10193
NOT VALID FOR MORE THAN ONE YEAR FROM EFFECTIVE DATE.

Your Agent:
APEX INSURANCE 1-407-259-2304
See claims reporting information on reverse side.
Misrepresentation of insurance is a first degree misdemeanor.

FOLD PAGE ALONG P