

MISCELLANEOUS APPROPRIATIONS CONTRACT

THIS CONTRACT is signed this ___ day of _____, 2019, by the City of Pompano Beach ("City") and Children's Literacy Initiative Corporation, 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 2019-20 (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 which is attached hereto and incorporated herein by reference, for the period beginning October 1, 2019 and ending September 30, 2020; and

WHEREAS, it is in the best interest of the City of Pompano Beach to enter into a contract with the RECIPIENT for the conduct of said program or activity 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 follows:

1. Contract Documents. This Contract consists of the following Exhibits: Exhibit "A" Recipients Requirements, Contractual Responsibilities and Program Description; Exhibit "B" Payment Schedule; and Exhibit "C" Insurance Requirements which are attached hereto and made a part hereof and incorporated herein; and all written change orders and modifications issued after execution of this Contract.
2. Term of Contract. This Contract shall be for the period beginning October 1, 2019 and ending September 30, 2020.
3. Renewal. This Contract is not subject to renewal.
4. City's Maximum Obligation. City agrees to pay Recipient for conducting the Program. Both parties agree that unless otherwise directed by City in writing, Recipient shall continue to provide the Program during the term of this Contract.
5. Payment of Program or Activity. City shall pay Recipient for performance of the program in accordance with Exhibit B Payment Schedule.
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, and such 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 City Manager or Designee and the Recipient's Contract Administrator shall be Joel Zarrow (or their authorized written designee) as further identified below.

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 representatives 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: Joel Zarrow
Chief Executive Officer
120 SW 4th Ave.
Gulfstream Middle School
Hallandale Beach, FL 33009
Office: (215) 561-4676 ext. 122
Email: JZarrow@cli.org

If to City: City Manager or Designee, Contract Administrator
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 Work items, developed, prepared, assembled or compiled by Recipient as required for the Work hereunder, whether complete or unfinished, shall be owned by the 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 its use and/or distribution as City deems appropriate provided City has compensated Recipient for said Work product. 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, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The 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 Article shall survive the termination or expiration of this Contract.

To the extent it exists and is necessary to perform the Work hereunder, 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 that the City of Pompano Beach fails for any reason to appropriate funds for this contract, this Contract 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 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 God 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. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

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 services of 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 Article 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 agencies, as set forth in Article 768.28, Florida Statutes.

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 Article, 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* referenced in accordance with the provisions of Article 28 below.

15. Performance Under Law. The Recipient, in the performance of duties under the 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. The Recipient shall permit the authorized representatives of the City to inspect and audit all data and records of the Recipient, if any, relating to the program being funded by this contract until the expiration of three years after final payment under this contract. The Recipient agrees that such inspections and audits may include the audit of the financial affairs of the Recipient by authorized City representatives, and may be done at any time with no advance notice by the City.

The Recipient further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

In the event RECIPIENT receives fifty thousand dollars (\$50,000.00) or more from the City of Pompano Beach, the City of Pompano Beach reserves the right to request a copy of a grant auditing report conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States and the provisions of Office of Management and Budget Circular A-133. 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 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 Parties. The Recipient shall be deemed an independent Recipient for all purposes, and the employees of the Recipient or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the 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 the Recipient and the City. Recipient agrees to indemnify and hold harmless the City of Pompano Beach from an against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the Recipient's expenditure of allotted funds under this contract and the Recipient's program or activity generally described herein and more particularly described in Exhibit "A" to this contract.

19. Mutual cooperation. The Recipient recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Recipient shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The 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 the Recipient does not transfer the records to the City.

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

A. 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. This Contract has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

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 Price Formula set forth in Article 7 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 Article 9 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.

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

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To From:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"RECIPIENT"

Children's Literacy Initiative Corporation
(Print or type name of company here)

Witnesses:

Meghan Strockbine

Meghan Strockbine
(Print or Type Name)

JOHN E. PICKERTON
(Print or Type Name)

By: [Signature]

Print Name: Joel Zarrow

Title: CEO

Business License No. F16000001038

STATE OF PA

COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 23 day of September, 2019, by Joel Zarrow as CEO of Children's Literacy Initiative, a Florida corporation on behalf of the corporation or a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced known to me (type of identification) as identification.

NOTARY'S SEAL:

Denise Donahue
NOTARY PUBLIC, STATE OF FLORIDA

Denise Donahue
(Name of Acknowledger Typed, Printed or Stamped)

Expires 11/30/2020 - 1241743
Commission Number

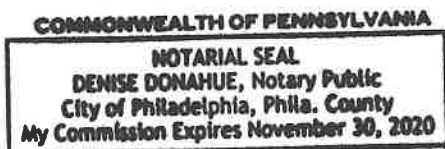


Exhibit "A"

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. Appliances and home goods (e.g., refrigerators, microwaves, stoves, tabletop burners) (written justification and approval needed)
- 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
- xviii. 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. Laboratory fees
- xxviii. Computers
- xxix. Health benefits
- xxx. Digital Cameras
- xxxi. Plaques
- xxxii. Hotel Costs
- xxxiii. 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 (October/November/December) - February 1st
- 2nd Quarterly Narrative & Financial Report (January/February/March) - May 1st
- 3rd Quarterly Narrative & Financial Report (April/May/June) - August 1st
- 4th 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 contract.

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.

RECIPIENT shall not be allowed to receive any new funding from the CITY if RECIPIENT has any unspent or uncommitted funds from a previous awarded contract that have not been returned to 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: Children's Literacy Initiative Corporation

Program funded: Sanders Park Elementary School Project

Amount funded: \$10,000

Program description: To provide high-quality book collections and other literacy materials to Sanders Park 4th and 5th grade classrooms. CLI's Regional Manager Michele LaCoursiere will provide Sanders Park 4th and 5th grade teachers as well as the school-based reading coach with some on-site support about the use of these collections.



August 2, 2019

The City of Pompano Beach
100 West Atlantic Boulevard.
Pompano Beach, FL 33060

Dear Managers of The City of Pompano Beach,

Children's Literacy Initiative (CLI) is very grateful to receive a \$10,000 sponsorship from the City of Pompano Beach (COPB) to help improve the City's students' reading achievement, and we appreciate the information and support you and Strategic Philanthropy Inc. provided to our organization to accommodate a change in the project. The following is an explanation of the change in the project and our proposed alternative budget, developed in light of the City's funding priorities and requirements for reporting/documenting its sponsorship.

CLI's original application for COPB sponsorship was to help develop Palmview Elementary School as an early literacy "model" school/demonstration site by working with kindergarten through 3rd grade teachers.

After CLI submitted its COPB application, based on information gathered over the school year, CLI made a decision to develop the model school at Plantation Elementary School - outside of COPB boundaries. CLI made this decision for several reasons:

- Plantation Elementary School is centrally located within Broward County, providing district teachers with equitable access to a CLI-served demonstration site.
- Plantation's principal and teachers were already experienced hosting demonstration events. (In 2018-19 alone, Plantation successfully hosted CLI video filming, funder visits, and visits by district cadre leaders and principals.)
- Over the last school year, CLI became aware that the Palmview Principal is very careful/hesitant about CLI's school visits. CLI never wants to create disruption for its school partners.

This decision prevents CLI from using the City's sponsorship as originally planned, and therefore CLI seeks COPB's permission to use the City's \$10,000 sponsorship to support improved student reading achievement within Sanders Park School's 4th and 5th grade classrooms. This is a need that Sanders Park Principal Karen Nesbeth identified, and that CLI would like to use COPB's sponsorship to address.

To meet the City of Pompano Beach's funding priority to "Offer resources to schools in need and help teachers to be more effective" and to be able to fully comply with the City's financial reporting requirements, CLI proposes the following budget to provide high-quality book collections and other literacy materials to Sanders Park 4th and 5th grade classrooms.



Book Collection - Description	Quantity	Per Unit Cost	Total Cost
Independent Read Aloud Collection – CLI's 4th and 5th grade Independent Reading Collections include high-interest trade books covering a wide range of nonfiction content and fiction genres. Appealing to children in many different ways (humor, page-turning stories, interesting facts), the collection includes books by popular authors and from beloved series, as well as excellent stand-alone titles. The collections reflect the diversity of cultures in our classrooms. It comes with storage baskets and labels for marking the levels of books.	10	\$480	\$4,800
Read Aloud Collection – The books chosen for CLI's 4th and 5th grade Read Aloud Collections are ones that children can learn from and be inspired by, containing rich vocabulary, wonderful stories, and texts appropriately complex for these grade levels. The books are among the best examples of literature for these grades, and address social studies topics and concepts commonly taught during these years. The collections reflect the diversity of cultures in our classrooms and include picture books, short stories, and novels in a wide variety of genres, including nonfiction, poetry, folk tales, graphic novels, and historical fiction. It comes with a book rack and book repair materials.	10	\$400	\$4,000
Literacy Materials TBD – CLI will use this bank of funds in partnership with teachers to address the needs of the 4 th and 5 th grade classrooms. Books provided from this bank might be for classroom use and/or be professional development books centered on literacy instruction for teachers. CLI will consult with the Sanders Park Principal to decide how best to use these funds and provide the City of Pompano Beach with an itemized receipt of how the funds were used.	1	\$1,200	\$1,200
Total Proposed Expenditure			\$10,000

CLI's Regional Manager Michele LaCoursiere will provide Sanders Park 4th and 5th grade teachers as well as the school-based reading coach with some on-site support about the use of these collections – at no charge.

If this alternative budget is approved, CLI seeks the City's guidance on whether it may purchase all of the Independent Reading and Read Aloud collections for the start of the school year, anticipating the COPB's pledge payments over time. This is preferable because it gives all 4th and 5th grade classrooms equitable access to the books for the entire school year.

WHY BOOKS? Great children's books are the heart and soul of CLI's programs. Teachers use CLI's carefully-selected books to help children learn letters, concepts about print, and vocabulary; develop an interest in authors and content themes, including math and science; and to invite children into the world of literacy to develop a love of reading. CLI also chose to deliver rich literacy materials to Sanders Park in order to be able to meet the City's reporting and documentation requirements.



THE OPPORTUNITY AT SANDERS PARK SCHOOL: Sanders Park School is a K-5 school where nearly all students are African-American, and 96% are economically disadvantaged and qualify for the federal free/reduced lunch program. CLI began working with Kindergarten through 3rd (K-3rd) grade teachers in seven Broward County Public Schools, including Sanders Park School, in 2016 after receiving, as the highest rated applicant, a U.S. Department of Education Investing in Innovation grant. Next school year, using federal grant funds, CLI is slated to continue providing coaching and training around effective early literacy instruction to Sanders Park's K-3rd grade teachers to improve student reading achievement. Sanders Park Principal Nesbeth requested CLI expand support to include her 4th and 5th grade students as they are required to advance towards increasingly-complex learning standards. Currently there are no other funding sources for CLI's work in 4th and 5th grades.

CLI's professional development of its K-3rd grade teachers has helped Sanders Park students make gains in reading achievement. Preliminary FSA results at Sanders Park from last year show that after working with CLI:

- Percentage of Sanders Park 3rd graders reading proficiently jumped 12 percentage points – from 30% in 2015-16 (before CLI intervention) to 42% proficient in 2018-19.
- Percentage of Sanders Park 3rd graders scoring in the lowest reading proficiency tier was cut nearly in half – plummeting 20 percentage points from 46% in 2015-16 (pre-CLI) to 20% in 2018-19.

WHY IMPROVING 4TH AND 5TH GRADE LITERACY IS IMPORTANT: Despite the above improvements in 3rd grade reading proficiency levels, these statistics still mean nearly six out of every ten Sanders Park 4th graders will start school in the fall struggling to read. When students enter the 4th and 5th grades, they face a perilous shift from "learning to read" to "reading to learn." If they have not learned to read on grade level, children can quickly fall further and further behind, until it is too late to catch up. If they don't catch up and become proficient readers, students begin to mentally "drop out" of school in frustration, a prelude to physically dropping out of high school. It would be a huge boon for Sanders Park 4th and 5th grade students if COPB would permit CLI to use the City's sponsorship to help Sanders Park 4th and 5th grade teachers provide a more literature-rich classroom environment.

CLI thanks the City of Pompano Beach for its consideration of this proposed change in sponsorship usage. I am happy to answer your questions and provide any additional information you might need as you review this request. Please do not hesitate to contact me at jpinkerton@cli.org or (215) 906-9158 (mobile).

Best regards,

Janet Pinkerton
Senior Officer, Corporate and Foundation Relations

Form Name:	City of Pompano Beach 2019-2020 Nonprofit Sponsorship Application
Submission Time:	May 9, 2019 4:06 pm
Browser:	Chrome 74.0.3729.131 / Windows
IP Address:	108.36.165.26
Unique ID:	503514931
Location:	39.968601226807, -75.176200866699

About Your Organization

Which Fiscal Year Is Your Organization Applying For?	2019-2020
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Full Name of Nonprofit:	Children's Literacy Initiative
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Mission of Nonprofit:	To work with teachers to transform instruction so that children can become powerful readers, writers and thinkers.
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Brief Overview of Nonprofit:

Founded in 1988 in Philadelphia, Children's Literacy Initiative (CLI) initially provided high-quality children's books and related trainings to early childhood education centers in low-income neighborhoods. Recognizing that this approach alone was not enough to close the achievement gap, CLI developed and implemented expanded services, including one-on-one coaching, to help teachers put new literacy instruction strategies into practice and boost students' early literacy outcomes. Today, CLI is a national organization that works in Title I schools in urban districts to ensure early grade students read proficiently.

Because the quality of teaching has a greater effect on student achievement than any other in-school factor, CLI:

- Coaches teachers one-on-one and in small groups in the classroom - providing demonstrations and feedback that help teachers incorporate effective literacy practices into their daily work with students.
- Provides workshops and seminars to build teachers' knowledge of literacy content and pedagogy, extending services with online professional development resources such as learn.cli.org.
- Stocks classrooms with learning materials and collections of high-quality children's literature. Developmentally appropriate to students' ages and reading levels, CLI book collections have a balance of genres, fiction and non-fiction. The books appeal to students' interests, gender and cultures, and are appropriate for both instruction and student enjoyment.

In 2010, CLI's receipt of a highly competitive Validation grant from the U.S. Department of Education's Investing in Innovation (i3) fund enabled it to implement its program in 38 schools in four urban cities. In 2015, using study results from this project validating CLI's ability to improve teacher practice and raise student reading achievement, CLI applied for and won an i3 Scale-up grant. This multi-year project, which began in 2016 and will conclude in 2020, serves schools with high populations of English Language Learner (ELL) students in Broward County, FL; Houston, Denver, and Elizabeth, NJ.

CLI began working in Broward County Public Schools in 2016 through its i3 Scale-up grant. CLI's approach provides a robust alternative to the professional development commonly found in schools in Florida. In contrast to fragmented, one-shot workshops that are tangential to proven, effective early literacy practices, CLI has a defined scope and sequence that focuses on the early building block skills specified by the National Reading Panel and the defined research-based instructional practices to teach those skills.

Through the federal grant as well as district investment and support from the local philanthropic community, CLI staff in Broward County have worked side-by-side with roughly 150 BCPS kindergarten through 3rd grade educators in seven district elementary schools to improve teachers' early literacy instruction, principals' instructional leadership and student outcomes.

CLI's sustained and targeted teacher training and coaching, teamed with high-quality, developmentally appropriate and culturally diverse book collections for classrooms, improved BCPS teachers' instruction to dramatically impact district student outcomes.

The estimated 4,000 students in CLI-served BCPS classrooms made remarkable gains. Within CLI-served 3rd grade classrooms, from the 2016-17 school year to 2017-18 school year:

- The percentage point growth of 3rd grade students reaching English Language Arts (ELA) proficiency on the Florida Standards Assessment (FSA) increased at more than triple the rate of 3rd graders across all BCPS schools, and
- The percentage point growth of 3rd grade students in the lowest ELA performance tier decreased almost six times the rate than district schools.

Compared to the state-wide average, during the same period, CLI-served schools doubled the percentage point gain of 3rd grade students meeting or exceeding grade level expectations on the FSA ELA assessment.

The current BCPS schools CLI serves are:

- Charles R. Drew Elementary, Pompano Beach
- Forest Hills Elementary, Coral Springs
- Palmview Elementary, Pompano Beach
- Pines Lakes Elementary, Pembroke Pines
- Plantation Elementary, Plantation
- Sanders Park Elementary, Pompano Beach
- Stirling Elementary, Hollywood

During the 2019-2020 school year, CLI will continue serving the seven schools above as well as expand to an additional 5 - 7 schools.

Nonprofit Website: www.cli.org, learn.cli.org

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:

To further support district improvement in early literacy instruction and student achievement, CLI seeks a \$15,000 grant from the City of Pompano Beach to develop Palmview Elementary School as a Model School that CLI and BCPS officials can use as a demonstration site for the best practices in balanced literacy instruction. CLI already secured \$50,000 from the A.D. Henderson Foundation towards the \$140,530 project. Palmview Elementary School is a community-based, Title I, Environmental Magnet School with 98% Free and Reduced Lunch, where 40% of the students are English Speakers of Other Language (ESOL). This additional year of CLI training and coaching will provide Palmview teachers a second year of professional development around Writing Workshop, a key instructional strategy. Additionally, CLI will coach and train Palmview's principal and teachers to develop their skills for supporting peers' professional learning and implementation of early literacy instruction best practices.

CLI would use City of Pompano Beach funding, and other philanthropy, including a \$50,000 contribution already secured from the A.D. Henderson Foundation, to provide one-on-one coaching and trainings, plus additional culturally appropriate books and materials, to an estimated 20 K - 3rd grade teachers during the 2019-20 school year. The project will benefit an estimated 500 at-risk students and provide the City of Pompano Beach and the district at large with a vibrant professional development resource focused on early literacy. A Model School at Palmview will build BCPS' capacity for long-term sustainability of high-quality literacy instruction and improved district student outcomes.

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

Children's Literacy Initiative's program aligns with the City of Pompano Beach's Education Priority, in particular the City's interests in:

- Support of local, low-performing schools' turnaround,
- Closing the student achievement gap, and
- Offering resources to schools in need and helping teachers to be more effective

CLI's i3 Scale-up project allowed CLI to bring its services to seven Broward County schools to improve teacher effectiveness over the course of three school years. Because the quality of teaching has a greater effect on student achievement than any other in-school factor, CLI delivers evidence-based training and content-focused coaching to educators who work in under-resourced and under-performing schools and early childhood education centers, equipping them with high-impact strategies and techniques for literacy instruction, as well as providing classrooms with high-quality children's literature.

This program will work to further improve Palmview teachers' early literacy instructional practice and student reading achievement, while providing the City and the BCPS district with a professional development resource focused on early literacy.

Statement of Need:

This project seeks to address two areas of need in Broward County and City of Pompano Beach schools: Teacher effectiveness as early literacy instructors, and student reading achievement.

For students in the county, there is a significant achievement gap in reading performance, particularly when considering poverty and ELL status. Results from the spring 2018 Florida Standards Assessments show that across the district, only 63% of Broward County 3rd graders met or exceeded proficiency in English Language Arts (ELA). Palmview Elementary, the site chosen for Model School development, is a community-based, Title 1, Environmental Science Magnet School, with 98% of students qualifying for Free and Reduced Lunch, and 40% English Speakers of Other Language (ESOL), primarily Haitian Creole and Hispanic.

In Spring 2018 during the school's second year of receiving coaching, training, and literacy materials through CLI's i3 Scale-up project, the percentage of Palmview 3rd graders who met or exceeded expectations on the ELA Florida Standards Assessment jumped 24 percentage points - from 34% proficient in 2017 to 58% proficient in 2018; the percentage of Palmview students scoring in the lowest ELA proficiency band dropped from 33% in 2017 to 7% in 2018.

For teachers, particularly those who instruct early grades, having the right tools, training, and strategies to respond effectively to the needs of children with poor literacy backgrounds is critical. Research suggests that, among school-related factors, teachers matter most. Students placed with high-performing teachers will progress three times faster than those placed with low-performing teachers.

CLI's proven theory of action shows that teachers can become exemplary instructors when they receive the right combination and intensity of training and coaching. CLI seeks to create a Model School in collaboration with BCPS leaders, leveraging the i3 Project's investment in Palmview Elementary School, to create a demonstration site where district leaders, principals and teachers can observe early literacy instruction best practices in action. The district can use such a site to host cadres of BCPS elementary school teachers and principals to observe the model school's implementation of balanced literacy instruction.

Include a Description of the Geographic Area You Serve:

Children's Literacy Initiative is a national nonprofit organization with major service markets in Broward County, FL.; Philadelphia, Chicago, Denver, Houston, and New Jersey (Elizabeth, Passaic and Willingboro). CLI's Broward County Model School Project will directly serve K-3 teachers and students at Palmview Elementary School in Pompano Beach and benefit BCPS schools, educators and students across the district.

Does Your Organization Receive Matching Funds?

Yes

If Yes, please explain the matching gift partnership you have.

To secure the federal i3 Scale-up grant for its work in Broward County Public Schools and other partner districts, CLI was required to provide a 15% private match that was gained through district support and private philanthropy. Each participating school district in CLI's i3 Scale-up project including Broward County Public Schools, annually contributed \$10,000 for each treatment school participating in the project. In Broward County, CLI has been grateful to also receive i3 Scale-up match funding support from the A.D. Henderson Foundation, the Children's Services Council of Broward County, and the United Way of Broward County.

CLI and BCPS leaders are in talks to continue CLI's work within five to 10 of the district's lowest performing schools through school-level contracts for service, for which CLI anticipates fundraising a private match to supplement the intervention.

Your organization will be able to provide the City documentation of your Matching Funds .

Yes

About Your Board of Directors

Board Disabled

0

Board Minorities

2

Board Seniors

4

Total Board Members

16

Program/Event Information #1

Will your organization be hosting an event on City property?

No

Which are you applying for? (Program/Event)

Program

Program/Event Name

Palmview Elementary Model School Project

Type of Program/Event

Other

If other, please specify:

Early literacy Professional Development (job-embedded coaching, training and high-quality literacy materials) for K-3rd grade teachers at Palmview Elementary School.

Describe the program/event succinctly: To develop Palmview Elementary School as a Model School, CLI will provide an estimated 20 Palmview kindergarten through 3rd grade teachers with one-on-one coaching and professional development, workshops and trainings in the best practices in early literacy instruction, and developmentally and culturally appropriate books during the 2019-20 school year to benefit an estimated 500 high needs students, and the Broward County Public School District at large.

Elaborate on your program/event objectives. How do you plan on using the funding to solve the problem?

The project seeks to take Palmview Elementary School to the next level of intervention: development as a Model School that CLI and BCPS officials can use to demonstrate best practices in balanced literacy instruction. This additional year of CLI training and coaching will provide Palmview teachers a fourth year of professional development, including emphasis on the Writing Workshop method of writing instruction. Additionally, CLI will coach Palmview's principal and teachers on developing their skills for supporting their peers' professional learning and implementation of early literacy instruction best practices.

CLI will use City of Pompano Beach and other philanthropic funding to provide two instructional seminars and an average of 35 hours of coaching from a CLI professional developer to each of Palmview School's 20 kindergarten through 3rd grade teachers. In addition, CLI will provide the school's K-3rd grade classrooms with \$10,000 of high-quality literacy materials.

In addition to fundraising for the development of Palmview as model school, CLI is negotiating to provide training and coaching to kindergarten through fifth grade teachers in five to seven of BCPS' lowest performing elementary schools. CLI's intention is to use Palmview Elementary School as a demonstration site for BCPS principals, lead teachers and cadre leaders it serves.

The value of a demonstration opportunity was affirmed early in the 2018-19 school year when Plantation Elementary School in Plantation, FL hosted a BCPS cadre of principals and literacy leaders to observe teachers' early literacy instruction. CLI supported teachers' preparations for the visit, and the BCPS Literacy Curriculum Supervisor hosted, modeling the cadre's tour of the school after CLI's Principal Meeting. The focus of the tour was to observe Plantation's Intentional Read Aloud instruction, a district priority. The host first met with all attendees to set a viewing lens for observing the classrooms - what are the "look-fors" they should see during effective Intentional Read Aloud instruction? Then the cadre attendees split up to visit Plantation classrooms, and then reconvened to report on and discuss what was observed. The cadre visitors had high praise for the instructional skill of their peers at Plantation.

The establishment of a Model School focused on early literacy will help raise the bar for district elementary school principals, coaches and teachers - by showing BCPS educators what can be achieved in terms of classroom culture, early literacy learning and students' higher-order thinking about books, reading and writing. A Model School at Palmview will build BCPS' capacity for long-term sustainability of high-quality literacy instruction and improved district student outcomes.

What are the outcomes of your program/event?

The target outcome of this project is to create an early literacy model/demonstration site for BCPS, and a district implementation plan for using the model school to achieve the district's early literacy goals. The district is planning on conducting quarterly facilitated model school visits based on how CLI conducts its principal meetings, already evidence of transfer.

In addition to this model school outcome, CLI seeks to improve teacher practice and student reading achievement within the model school. CLI will track its impact on teacher practice using event surveys administered to teachers after they attend CLI training seminars, and also end of year surveys administered to all participating teachers in spring 2020. CLI will track student literacy skills using the district's Florida Standards Assessments English Language Arts test results for 3rd grade students and, where available, the results of the school's K-3rd grade administration of the Fountas & Pinnell Benchmark Assessment System, which determines students' independent and instructional reading levels. CLI's student outcome target is to increase, by 2 to 4 percentage points, the number of students achieving or exceeding proficiency in ELA/Reading, and decrease by 2 to 5 percentage points, the number of students in the lowest ELA/Reading proficiency category.

For the teacher practice outcomes, CLI's training event goal is that at least 84% of teachers will respond positively to each of the following statements:

- This training will positively impact my planning and instruction
- This training will positively impact my students' literacy skills
- I feel prepared to implement what I've learned from this training in my classroom
- The materials and activities in the training were well organized and engaging.

CLI's outcome goal for the teachers it coaches is that at least 70% of teachers report an increase in their knowledge of and ability for effective early literacy instruction, and that at least 77% of teachers attribute their students' progress with reading to CLI.

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

351-500

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

500

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.

The students of Palmview Elementary School are nearly all economically disadvantaged (98% qualify for Free and Reduced Lunch) and non-white, with a high percentage of children learning English. The school's student population is 72% African American, 23% Hispanic, 2% multi-racial, and 1% White. Among these children, 9% are students with disabilities, and 40% are English Speakers of Other Languages (ESOL), primarily Haitian Creole and Hispanic. Palmview's staff diversity is 60% African/Caribbean American, 20% Hispanic and 20% White.

Start Date of Program/Event: Jul 01, 2019

End Date of Program/Event: Jun 30, 2020

Does your program/event have a start time/end time? No

Name of Program/Event Venue: Palmview Elementary School

Address of Program/Event Venue Location: 2601 NE 1st Avenue
Pompano Beach, FL 33064

Attire of Program/Event (select the one that best applies): Business Casual

List any Benefits or Amenities the City of Pompano Beach Receives:

The City of Pompano Beach will gain more effective teachers who are better able to serve the early literacy needs of the children of the city. By training and coaching the teachers of the City of Pompano Beach to become model early literacy instructors, CLI is providing the tools and skills that teachers need to create lifelong readers, writers and thinkers - to close the early literacy achievement gap between the city's high-need children and their more affluent peers. By developing Palmview Elementary School as a model demonstration site for effective early literacy instruction, the City of Pompano Beach's sponsorship will also help schools and educators throughout the city and Broward County. Children who successfully pivot from "learning to read" to "reading to learn" by the end of 3rd grade have a better chance of graduating high school, and later earning a degree. By providing additional job-embedded training to teachers in the 2019-2020 school year, CLI and its funders are creating a better potential workforce for future generations.

CLI will collaborate with the City of Pompano Beach on the best ways to promote its sponsorship and makes the following recommendations: CLI would arrange for an engagement opportunity/classroom visit for City of Pompano Beach representatives at Palmview Elementary School to capture photos of the event. CLI would then collaborate with the City's communications department to develop and issue a press release that could be broadcast through social media and mass media channels, accompanied by photos of the classroom visit.

Amount Requested: 15000

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...)

Additional Information

What are your organization's credentials? Tell us why your organization does it better than anyone else.

Children's Literacy Initiative has 30 years' experience working with pre-kindergarten through 5th grade teachers to improve instruction so that children become powerful readers, writers and thinkers. In the 2017-2018 school year alone, CLI served 73,750 students, 382 schools, 5,038 educators, and distributed 108,107 books.

In contrast to fragmented, one-shot workshops that are tangential to proven, effective early literacy practices, CLI professional development has a defined scope and sequence that focuses on the early building block skills specified by the National Reading Panel (National Institute of Child Health and Human Development, 2000) and the defined research-based instructional practices to teach those skills. Rather than leaving it to best intentions or chance to have good ideas transfer into good practice, CLI follows teachers from the training room to the classroom with tailored, high-quality coaching in dosages that research and our own evaluation indicate are necessary to impact student learning (American Institutes for Research, 2015; Elish-Piper & L'Allier, 2011; Taylor, Pearson, Peterson, & Rodriguez, 2005). Instead of having teacher learning be discrete from key structures in the schools, such as grade-level meetings and leadership team meetings, CLI builds capacity to leverage and align these structures to support educators' continuous learning, accountability, and sustainability. After partnering with CLI, not only do schools have deep early literacy capacity, but districts have a cadre of instructional leaders ready to train, coach, and lead others across the district.

Any other information you wish to share?

In 2018, Charity Navigator awarded CLI a coveted 4-out-of-4 star rating for its accountability and transparency.

Thank you for this opportunity, and for your thoughtful consideration of our application.

City of Pompano Beach Funding History

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

Requested Budget Information

What is the total value your nonprofit is applying for? 15000

If you are not awarded the full funding requested for your event/program, will you be able to complete your project? No

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

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/3276970/72077528/503514931/72077528_childrens_literacy_initiative_itemized_budget.pdf

W9 https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077535/503514931/72077535_childrens_literacy_initiative_2018_w9.pdf

IRS Letter https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077552/503514931/72077552_childrens_literacy_initiative_irs_letter.pdf

List of Board of Directors https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077556/503514931/72077556_childrens_literacy_initiative_board_of_directors.pdf

Articles of Incorporation https://s3.amazonaws.com/files.formstack.com/uploads/3276970/72077558/503514931/72077558_childrens_literacy_initiative_articles_of_incorporation.pdf

Charity/Organization Contact

Name Joel Zarrow

Title Chief Executive Officer

Email JZarrow@cli.org

Phone Number

(215) 561-4676 ext. 122

Address

120 SW 4th Ave.
Gulfstream Middle School
Hallandale Beach, FL 33009

Internal Revenue Service

Department of the Treasury

**P. O. Box 2508
Cincinnati, OH 45201**

Date: November 18, 2002

Person to Contact:

Janet M. Duncan 31-07676
Customer Service Specialist

Children's Literacy Initiative
2314 Market St.
Philadelphia, PA 19103-3017

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

23-2515768

Dear Sir:

This letter is in response to your telephone call of November 18, 2002, requesting a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in September 1988 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

-2-

Children's Literacy Initiative
23-2515768

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

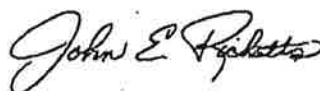
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts, Director, TE/GE
Customer Account Services

Request for Taxpayer Identification Number and Certification

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

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

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.

Children's Literacy Initiative

2 Business name/disregarded entity name, if different from above

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) ►

501c3 Non profit Corporation

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.

990 Spring Garden Street, Suite 400

Requester's name and address (optional)

6 City, state, and ZIP code

Philadelphia PA 19123

7 List account number(s) here (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

2 3 - 2 5 1 5 7 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►

Cheryl P. Schuman

Date ►

4/23/19

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.

3845 803

1041276

Filed in the Department of

State on JUN 21 1988

John J. [Signature]
Secretary of the Commonwealth

66

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

ARTICLES OF INCORPORATION

In compliance with the requirements of the Nonprofit Corporation Law of 1972, 15 P.S. Sec. 7316 (relating to articles of incorporation), the undersigned, an individual of full age, desiring to form a nonprofit corporation, does hereby certify:

1. Name. The name of the corporation is;

Children's Literacy Initiative

2. Address. The location and post office address of the corporation's initial registered office in the Commonwealth is:

1207 Chestnut Street,
Suite 200
Philadelphia, PA 19107

3. Purposes. The corporation is incorporated under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania, and the corporation does not contemplate pecuniary gain or profit, incidental or otherwise. The nature of the activities to be conducted, and the purposes to be promoted or carried out by the corporation, shall be exclusively those within the purview of Section 501(c)(3) of the Internal Revenue Code of 1954, or the corresponding provisions of the subsequent tax laws of the United States. Without limiting the generality of the foregoing, the purposes of the corporation shall be:

(a) to increase the awareness of parents, early childhood and elementary school educators, business and labor leaders, and government (non-elected) officials about the vital importance of books and reading in influencing the future reading skills of young children;

(b) to focus attention on and provide services that reach families and educators of young children to promote reading as a skill and as an activity;

(c) to reduce the growth of functional illiteracy and to improve the reasoning (reading comprehension) skills of young people by providing services and training to parents, teachers and caretakers of young children concerning read aloud skills and practice; and

(d) to do all things which may be necessary, and/or appropriate to the achievement of the foregoing

Articles of Incorporation

Page Two

purposes and which may lawfully be done by a nonprofit corporation under and pursuant to the laws of the Commonwealth of Pennsylvania.

4. Perpetual Existence. The corporation shall have perpetual existence.

5. Non-Stock. The corporation shall not have or issue shares of stock, nor shall it pay dividends.

6. Membership. The corporation shall have no members.

7. Restrictions. No part of the net earnings of the corporation shall inure to benefit of, or be distributable to, its members, directors, 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 furtherance of the purposes set forth in Article 3 hereof. Except as may be permitted under the provisions of Section 501(h) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent tax laws of the United States, no substantial part of the activities of the corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation. The corporation shall neither participate nor intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office, nor shall it take a position on any issue raised in a political campaign for the purpose of aiding or opposing any candidate. Any other provision of these Articles of Incorporation to the contrary notwithstanding, the corporation shall not carry on any activities not permitted to be carried on:

(a) by a corporation exempt from Federal Income Tax under Section 501 (a) and Section 501(c)(3) of the Internal Revenue Code of 1954, or the corresponding provisions of any subsequent tax laws of the United States; or

(b) by a corporation, contributions to which are deductible under Section 170(a) and Section 170(c)(2) of the Internal Revenue of 1954, or the corresponding provisions of any subsequent tax laws of the United States.

These Articles of Incorporation shall not be altered or amended in derogation of the provisions of this Article.

Articles of Incorporation

Page Three

8. "Private Foundation" Provisions. In the event the corporation is, or in the future may become, a "private foundation" within the meaning of Section 509 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent tax laws of the United States:

(a) the corporation shall distribute its income for each taxable year at such time and in such manner as not to be subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent tax laws of the United States;

(b) the corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent tax laws of the United States;

(c) the corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent tax laws of the United States;

(d) the corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent tax laws of the United States;

(e) the corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent tax laws of the United States.

9. Termination. Upon any dissolution or termination of the existence of the corporation, all of its property and assets shall, after payment or making provision for payment of the lawful debts of the corporation and the expenses of its dissolution or termination, be distributed for one or more exempt purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code or corresponding section of any subsequent tax laws of the United States. In the alternative, the assets shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be delivered, conveyed and paid over to such one or more qualified organizations as may be ordered by the court having jurisdiction of the dissolution and liquidation of the corporation, pursuant to the appropriate subchapter of Chapter 79 of Title 15 of the Consolidated Pennsylvania Statutes. Any provision of law to the contrary notwithstanding, the corporation shall not be merged or consolidated with any corporation other

Articles of Incorporation

Page Four

than a qualified organization. As used in this Article 9, the term "qualified organization" shall mean an organization described in either Section 501(c)(3) or Section 170(c)(1) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent tax laws of the United States (but only if the property delivered, conveyed and paid over to such organization described in Section 170(c)(1) is to be used for exclusively public purposes).

10. Incorporator. The name and address of each incorporator is:

<u>Name</u>	<u>Address</u>
Donna Dougherty	301 W. Lancaster Avenue Wayne, PA 19087

IN TESTIMONY WHEREOF, the incorporator has signed these Articles of Incorporation this 17th day of June, 1988.

Donna Dougherty (SEAL)
Donna Dougherty

Filed in the Department of State on the _____ day of _____, 1988.

Secretary of the Commonwealth

Filing Fee: None

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
308 NORTH OFFICE BUILDING
HARRISBURG, PA. 17120

CORPORATE
REGISTRY INFORMATION
FOR
DEPARTMENTS OF STATE
AND REVENUE
(FILE IN TRIPLICATE)

8845 807

BUREAU USE ONLY (T/C 83)

Department of State Number	
Box Number	
Filing Period	Inc. Date 3 4 8
Standard Industrial Code	Report Code

☐ BUSINESS CORPORATION ☒ NON-PROFIT CORPORATION ☐ MOTOR VEHICLE FOR HIRE

① Name of Corporation/Business **Children's Literacy Initiative** ② Federal E.I.N.

③ Location of Initial Registered Office in Pennsylvania (Street/Route, City, County, State, Zip Code)
1207 Chestnut Street, Suite 200
(Street and Number or R.D. Number and Box) **Philadelphia** **Philadelphia** **PA** **19107**
(City or Town) (County) (State) (Zip Code)

④ Mailing Address if different than ③ (local, on where correspondence, tax report forms, etc. are to be sent)
(Street and Number or R.D. Number and Box)
(City or Town) (County) (State) (Zip Code)

⑤A Foreign corporations: Location of proposed registered office (Street and Number, Post Office, State) ⑤B Date Business Started in PA.

⑥ Principal Officers (President, Vice President, Secretary, Treasurer)

A. Name **Linda Katz** Title **President** Social Security Number [REDACTED]
Home Address **241 S. 23rd Street, Philadelphia, PA 19103**

B. Name **Marcia Moon** Title **Vice-president** Social Security Number [REDACTED]
Home Address **304 Windsor Avenue, Wayne, PA 19087**

C. Name **Patricia M. Hussey** Title **Sec/Treas.** Social Security Number [REDACTED]
Home Address **1028 Church Street, Abington, PA 19001**

D. Name _____ Title _____ Social Security Number _____
Home Address _____

⑦ Date and State of Incorporation or Organization
Date: **June 1988** State: **Pennsylvania**

⑧ Applicant is Operating as:
☒ Corporation ☐ An Individual ☐ Co-Partnership ☐ Joint Stock Association ☐ Association of Individuals ☐ Other

⑨ Provide the Act of General Assembly or authority under which you are organized or incorporated (full citation of statute or statute -- attach a separate sheet if more space is required) **Act of Nov. 15, 1972, P.L. 271**

⑩A Is the corporation authorized to issue capital stock? ☒ No ☐ Yes ⑩B Amount of Capital paid in and Date
If yes, amount authorized? _____ Amount: **N/A** Date: _____

⑪ Is the Corporation part of a system operating in Pennsylvania? ☒ No ☐ Yes
If yes, provide parent's box number, name and subsidiary corporation. (Attach a separate sheet listing subsidiary corporation).
Box Number: _____ Name: _____

⑫ Corporation's fiscal year ends: **December 31st** ⑬ Standard Industrial Classification Code

⑭ Describe principal Pa. business activity to be engaged in, within one year of this application date (attach separate sheet if necessary).
For Motor Vehicles: Include routes to be traveled. **To increase the awareness of parents, early childhood and elementary school educators, business and labor leaders and government (non-elected) officials about the vital importance of books and reading in influencing the future reading skills of young children.**

⑮ For Foreign Corporations Only-- provide text of purpose as stated in articles.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

July 12, 2007

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

Children's Literacy Initiative

I, Pedro A. Cortés, Secretary of the Commonwealth of Pennsylvania
do hereby certify that the foregoing and annexed is a true and correct
photocopy of Articles of Incorporation

which appear of record in this department.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and caused
the Seal of the Secretary's Office
to be affixed, the day and year
above written.

Pedro A. Cortés

Secretary of the Commonwealth



CLI Board of Directors 2018-2019

Christine S. Beck

Second term

Child Advocate

Committees: Brand Management & Personnel

Richard Berkman

First term

Of Counsel

Dechert LLP

Committees: Finance & Audit

David J. Bloom, Chair

First officer term

Managing Director

Wilmington Trust Company

Committees: All

John Bonow

First term

Managing Director & CEO

PFM

Committees: Governance

Nelson Flores

First term

Assistant Professor

University of Pennsylvania

Bonnie Greenberg

Second term

Retired Urban Educator

Committees: Governance (Chair)

Mary Klein, Secretary

First officer term

Retired Educator

Committees: Governance

Gerald Mosely, Vice-Chair

First officer term

President

CP&P Development, LLC

Committees: Personnel

Elizabeth Pilacik

Second term

Director, Audit & Accounting

Kreischer Miller

Committees: Finance & Audit

Victoria Raivitch, Treasurer

Third officer term

Principal

CliftonLarsonAllen LLP

Committees: Finance & Audit (Chair), Personnel

Jonathan Risch

First term

Chief Executive Officer

DPIS Engineering

Committees: Finance & Audit, Governance

Susan B. Smith Secretary

Second term

Retired Executive Director

Devereux's Kanner Center

Committees: Personnel (Chair), Governance

Adam Spector

First term

Managing Partner

Brandywine Global Investment Management, LLC

Committees: Finance & Audit

Lori Taylor

First Term

Senior Counsel

Foley & Lardner LLP

Jacqueline Woolley

First term

Attorney & Counselor at Law

The Ezold Law Firm, P.C.

Committees: Personnel

Joel Zarrow

Ex officio

Chief Executive Officer

Children's Literacy Initiative

Committees: All



Children's Literacy Initiative's Model School Project at Palmview Elementary School in Pompano Beach

School Year: 2019-2020

Expenses	
Services for 20 Teachers/Classrooms in One School	Expense
One on One Coaching for Teachers with a CLI Professional Developer (on average, 35 hours per teacher)	\$105,000
Two Seminars on Effective Early Literacy Instruction for each teacher– topics TBD with district/school leadership	\$7,200
High-quality children's books and other literacy materials for 20 classrooms. TBD with district/school leadership	\$10,000
<i>Service Delivery Total</i>	<i>\$122,220</i>
Project Administration	\$18,330
Total Project Expenses	\$140,530

Targeted Revenue	
Source of Support	Request
A.D. Henderson Foundation (Secured)	\$50,000
City of Pompano Beach Sponsorship (pending)	\$15,000
Coulombe Family Foundation	\$25,000
Amaturo Family Foundation	\$10,000
Brandsmart USA	\$5,000
Publix Super Markets	\$5,000
Individual Philanthropy	\$10,000
Other Corporate and Foundation Support	\$21,000
Targeted Revenue	\$141,000

Exhibit "B"

Payment Schedule

A. AWARD DISBURSEMENTS

The awards disbursement process will begin in October, 1 and end in September, 30 for the fiscal year that this contract is approved.

B. PAYMENT SCHEDULE

The total amount awarded for the Children's Literacy Initiative Corporation (name of the non-profit organization) for Sanders Park Elementary School Project (title of the program) for the current fiscal year is: \$10,000.

There will be a lump sum payment issued in advance equal to \$10,000. For any funds advanced the RECIPIENT agrees to provide the CITY with an itemization report 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 shall result in the denial of the future requests for payments.

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 Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor 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

Contractor'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. CONTRACTOR 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 CONTRACTOR, the CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.



CHILLIT-01

ROBED1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2019

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 Boardman-Hamilton Company 8459 Ridge Ave 1st Floor Philadelphia, PA 19128	CONTACT NAME:	
	PHONE (A/C, No, Ext): (215) 487-3600	FAX (A/C, No): (215) 487-0424
INSURED Children's Literacy Initiative Inc. 990 Spring Garden St 4th Floor Philadelphia, PA 19123	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Co	NAIC # 29424
	INSURER B: Hartford Underwriters Insurance Company	30104
	INSURER C: Hartford Insurance Company	
	INSURER D: Travelers Casualty & Surety Company	19038
	INSURER E: Beazley Insurance Company	37540
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

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	ADDL 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:	X		39SBARL0530	8/25/2019	8/25/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			39UECAG3312	8/25/2019	8/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			39SBARL0530	8/25/2019	8/25/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	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	N/A	39WECRE3117	8/25/2019	8/25/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Cyber Liability -			106193376	11/3/2018	11/3/2019	Cyber Liability \$ 1,000,000
E	Professional Liabili			V1384D190701	3/27/2019	3/27/2020	Professional Liabili \$ 1,000,000

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

Sexual Abuse and Molestation is not excluded from the General Liability
City of Pompano Beach is added as additional insured

APPROVED

By Danielle Thorpe at 9:17 am, Aug 15, 2019

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach, FL 33060

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