

FEDERALLY-FUNDED SUBAWARD AND FUNDING ASSISTANCE AGREEMENT

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Name of sub-recipient: **The Heights Center, Inc.**

SAM Organization Identifier:

ARPA Unique Identification Number: **ARPA-NE225C**

Federal Award Identification Number: **SLT-2390**

Federal Award Date: **June 14, 2021 (first payment/tranche received)**

Subaward Period of Performance: Start Date: **June 1, 2022**

Subaward Period of Performance: End Date: **December 31, 2024**

Total Amount Obligated by this Action: Not to Exceed **\$407,891**

Total Federal Obligation by Lee County to Sub-recipient: (including this obligation) **\$407,891**

Total Federal Award Commitments by Lee County to Sub-recipient: **\$407,891**

Award is R&D: **NO**

Program Description: On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds). The Fiscal Recovery Funds are intended to provide support to state, local, and tribal governments (together, recipients) in responding to the impact of COVID–19 and in their efforts to contain COVID–19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (C.R.F.).

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and tribal governments to respond to the COVID-19 emergency and restore jobs. The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to:

- Support public health expenditures by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue by using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers by offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,

- Invest in water, sewer, and broadband infrastructure by making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Federal awarding agency: **U.S. Department of Treasury**

Pass-through entity: **Lee County, FL**

CFDA number: **21.027**

CFDA name: **Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)**

R&D designation: **Non R&D**

Should you have any question about this sub-award, please contact: **Glen Salyer, Assistant County Manager at 239-533-2221**

As required by Federal Regulations and the terms and conditions of this award, the applicant agrees to complete and sign this document to ensure that they are eligible for any future COVID-19 funding from Lee County. This also includes that the Sub recipient agrees to report any fraud, waste or abuse of these funds to Lee County Administration.

**SUBRECIPIENT CONTRACT BETWEEN
THE LEE BOARD OF COUNTY COMMISSIONERS
AND THE HEIGHTS CENTER, INC.**

THIS AGREEMENT is entered into by Lee County, a charter county and political subdivision of the State of Florida, herein referred to as COUNTY and **The Heights Center, Inc.** whose address is 15570 Hagie Drive, Fort Myers, FL 33908, herein referred to as SUBRECIPIENT.

RECITALS

WHEREAS, Lee County is a body corporate and politic established under the Florida Constitution and the Laws of Florida, and is authorized to, among other things, accept and administer grants from State and Federal authorities to enhance the quality of life in Lee County; and

WHEREAS, Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021 and President Biden signed the American Rescue Plan Act into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act, in part, amends the Social Security Act (42 U.S.C. 601) by establishing the Fund in the amount of \$350 billion dollars for payments to States, Tribal governments and units of local government based on their populations.

WHEREAS, Lee County accepted American Rescue Plan Act funding from the United States Department of the Treasury; and

WHEREAS, this Agreement is consistent with American Rescue Plan Act guidelines to respond to the public health emergency or its negative economic impacts; and

WHEREAS, the SUBRECIPIENT requests and the COUNTY agrees, to provide funding to the SUBRECIPIENT for eligible expenditures under the American Rescue Plan Act, specifically pursuant to the terms and conditions specified herein relating to COVID-19; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties relied.

Section 2. Term

This Agreement is effective upon full execution by both parties and ends on December 31, 2024 unless terminated earlier in accordance with this Agreement.

The Subaward Period of Performance is from June 1, 2022 and ends on December 31, 2024.

The Subaward Budget Period is from June 1, 2022 and ends on December 31, 2024.

Section 3. American Rescue Plan Act Funding

- a) The American Rescue Plan (ARP) Act, Section 603(c)(1) of the Social Security Act, established the \$350 billion Coronavirus State and Local Fiscal Recovery Funds. The United States Department of Treasury made payments from the Fund to States and eligible units of local government. The American Rescue Plan Act requires that payments from the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) only be used to cover expenses that: (a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and (d) To make necessary investments in water, sewer, or broadband infrastructure.
- b) For the purposes this Agreement, the COUNTY serves as the pass-through entity for a Federal award and the SUBRECIPIENT serves as the recipient of a sub award. This Agreement is entered into based on the following representations:
1. The SUBRECIPIENT represents that it is fully qualified and eligible to receive these grant funds per the funding requirements.
 2. The COUNTY received these funds from the Federal government, and the COUNTY has the authority to sub grant these funds to the SUBRECIPIENT upon the terms and conditions outlined below.
 3. The COUNTY has authority to disburse the funds under this Agreement.

The COUNTY agrees to provide financial assistance to the SUBRECIPIENT in an amount not-to-exceed \$ 407,891 . The SUBRECIPIENT must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) to mitigate financial hardships incurred because of COVID-19 during the Term. These funds must be spent in accordance with the guidance on the United States Treasury's website <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>. SUBRECIPIENTS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable.

- c) SUBRECIPIENT is required to review the United States Treasury's website for updates to ensure compliance with the most updated CSLFRF guidance.
- d) For each SUBRECIPIENT, the COUNTY will assess the risk to successfully fulfilling the project objective pertaining to this agreement. The results of subrecipient risk assessments will have an effect on the frequency and level of scrutiny during the monitoring process and may result in additional requirements being imposed on the SUBRECIPIENT.

- e) The SUBRECIPIENT must comply with 2 CFR 200 for accounting standards and cost principles.
- f) The SUBRECIPIENT must comply with COUNTY rules and 2 CFR 200 for conflicts of interest.
- g) The SUBRECIPIENT shall be responsible for indirect cost associated with this grant.
- h) SUBRECIPIENT acknowledges that it has read, understands, will be bound by and agrees to have carried out, shall carry out, or cause to be carried out the terms, conditions, and services as described in the agreement attachments, including:
 - 1. ATTACHMENT A: PROJECT DETAILS – Overview (Need and Response), eligible activities.
 - 2. ATTACHMENT B: SCOPE OF WORK – Description of the SUBRECIPIENT’s and the COUNTY’s task, deliverables, timelines, and milestones. Additional United States Treasury scope requirements may be identify and required after the execution of this agreement.
 - 3. ATTACHMENT C: PROJECT BUDGET – Summary of the project’s annual budget by expense category and budget justification by category.
 - 4. ATTACHMENT D: REPORTING REQUIREMENTS – Description of the reporting requirements. Additional United States Treasury reporting requirements may be identify and required after the execution of this agreement.
 - 5. ATTACHMENT E: EQUITY-BASED REQUIREMENT – Description of the project’s equitable design and implementation by addressing the program’s equity goals, awareness, access and distribution, and outcomes.
 - 6. ATTACHMENT F: EVIDENCE-BASED REQUIREMENT – Description of the supporting evidence or evidence-producing strategy related the project selection, design, and implementation.
 - 7. Award Payment:
 - a. All payments made under this Agreement shall be on a reimbursement basis. These reimbursement monies are from CFDA 21.027. In order to obtain reimbursement for expenditures, the SUBRECIPIENT must file with the COUNTY, through the portal, its request for reimbursement and any other information required to justify and support the payment request. Reimbursement requests may be submitted as frequently as monthly. The final reimbursement request is due on or before January 10, 2025, for costs incurred through December 31, 2024.
 - b. Reimbursement requests must include a certification, signed by an official who is authorized to legally bind the SUBRECIPIENT, which reads as follows:

By signing this request, I certify to the best of my knowledge and belief that the request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the reimbursement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

- c. The COUNTY shall verify all documentation received prior to expending Funds under this Agreement and may request additional documentation, if needed. Reimbursements will only be made for expenditures that the COUNTY provisionally determines are eligible under the CSLFRF. The COUNTY retains the right to deny any requests for Funds under this Agreement if in the COUNTY’S sole discretion the request is not for and documentation does not substantiate an eligible expenditure. However, the COUNTY’S provisional determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY for any expenditures that are later determined by the COUNTY or the Federal government to be ineligible.
- d. COUNTY shall not be liable to any vendor, supplier or subcontractor for any expenses or liabilities incurred in connection with any Project and SUBRECIPIENT shall be solely liable for such expenses and liabilities.
- e. SUBRECIPIENT acknowledges that the COUNTY intends to award a portion of the CSLFRF funding to SUBRECIPIENT, and further acknowledges that the CSLFRF funding may be utilized only for the uses authorized by American Rescue Plan Act. Accordingly, SUBRECIPIENT covenants that the use of the CSLFRF funding by SUBRECIPIENT pursuant to this Agreement is limited to only those uses for which the CSLFRF funding may be utilized under American Rescue Plan Act.
- f. SUBRECIPIENT will retain any equipment purchased with CSLFRF funding through December 31, 2026.

Section 4. Enforcement

SUBRECIPIENT certifies that the information provided is complete, accurate, and current demonstrating SUBRECIPIENT’S eligibility to receive the Funds. SUBRECIPIENT is liable for recapture of Funds if any representation made in the reimbursement requests, reporting or supporting documentation is at any time false or misleading in any respect, or if SUBRECIPIENT is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section 4 shall survive the termination of this Agreement.

Section 5. Recapture of Expenses

- A. Any funds that are not expended as authorized under this Agreement must be refunded to the COUNTY within fourteen (14) days of receipt of written notice provided by the COUNTY.
- B. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the COUNTY must be made within fourteen (14) days of receipt of written notice for a refund provided by the COUNTY.
- C. The COUNTY'S determination that an expenditure is eligible does not relieve the SUBRECIPIENT of its duty to repay the COUNTY in full for any expenditures that are later determined by the COUNTY or the Federal Government, in each of its sole discretion, to be ineligible expenditures or the discovery of a duplication of benefits.
- D. If requested by the COUNTY, all refunds, return of improper payments, or repayments due to the COUNTY under this Agreement are to be made payable to Lee County and mailed directly to the COUNTY pursuant to Section 18 Notice and this Agreement.
- E. The SUBRECIPIENT has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The SUBRECIPIENT will also report all suspected fraud to the county.

Section 6. Maintenance and Review of Records

SUBRECIPIENT shall maintain all records and accounts, including property, personnel and financial records, contractual agreements, memoranda of understanding, subcontracts, proof of insurance, and any other records related to or resulting from the Agreement to assure a proper accounting and monitoring of all funds awarded and shall maintain all accounts pertaining to such services, including, but not limited to, property, personnel and financial records, and supporting documentation, and any additional records required as a result of or associated with the utilization of the CSLFRF funding as outlined in the United States Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, or as maybe amended, which, among other things, shall enable ready identification of SUBRECIPIENT'S cost of goods and use of funds. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or the end of the required period, whichever is later.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as COUNTY may require. SUBRECIPIENT will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The SUBRECIPIENT must maintain records and financial documents in compliance with all standards in the ARPA CSLFRF guidance and 2 CFR 200. Generally, records and financial documents must be maintained for five years after all funds have been expended or returned. The COUNTY or Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

SUBRECIPIENT must agree to provide or make available such records to the COUNTY upon request, to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

The COUNTY may access the SUBRECIPIENT records and financial statements as necessary to conduct monitoring activities.

Section 7. Monitoring

The SUBRECIPIENT agrees to permit persons duly authorized by the COUNTY, the Federal or State grantor agency (if applicable) or any representatives to inspect all records, papers, documents, facility's goods and services of the SUBRECIPIENT and/or interview any clients and employees of the SUBRECIPIENT to be assured of satisfactory performance of the terms and conditions of this contract to the extent permitted by the law after giving the SUBRECIPIENT reasonable notice. The monitoring is a limited scope review of the contract and agency management and does not relieve the SUBRECIPIENT of its obligation to manage the grant in accordance with applicable rules and sound management practices.

Following such monitoring, the COUNTY will deliver to the SUBRECIPIENT a written report regarding the manner in which services are being provided. The SUBRECIPIENT will rectify all noted deficiencies within the specified period of time indicated in the monitoring report or provide the COUNTY with a reasonable and acceptable justification for not correcting the noted shortcomings. The SUBRECIPIENT'S failure to correct or justify the deficiencies within the time specified by the COUNTY may result in the withholding of payments, being deemed in breach or default, or termination of this contract.

Section 8. Audits

A. The COUNTY may perform an audit of the records of the SUBRECIPIENT at any time during the Term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to the SUBRECIPIENT and the COUNTY. When conducting an audit of the SUBRECIPIENT'S performance under this Agreement, the COUNTY must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

B. If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the SUBRECIPIENT will be held liable for reimbursement to the COUNTY of all Funds not spent in accordance with these applicable regulations and this Agreement, within fourteen (14) days after the COUNTY has notified the SUBRECIPIENT of such non-compliance.

C. If the COUNTY elects to have the SUBRECIPIENT perform an audit, the SUBRECIPIENT must have all audits completed by an independent auditor, which is defined in § 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the COUNTY no later than six (6) months from the end of the SUBRECIPIENT'S fiscal year.

D. The SUBRECIPIENT must send copies of reporting packages required under this paragraph directly to the COUNTY in accordance with Section 18 Notice.

E. Single Audit Requirements. SUBRECIPIENTS, that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

Section 9. Closeout

SUBRECIPIENT will comply will all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, CSLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests. The retention period per CSLFRF compliance and reporting is 5 years.

Section 10. Indemnification

SUBRECIPIENT shall indemnify, hold harmless, and defend COUNTY from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys' fees (at the trial and all appellate levels), that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation or breach of any provision or covenant of this Agreement or applicable law by the SUBRECIPIENT, its agents, subcontractors, assigns, heirs, and employees resulting from or arising under this Agreement.

The provisions of this Section 11 shall survive the termination of this Agreement.

Section 11. Termination

This Agreement may be terminated by the SUBRECIPIENT or the COUNTY at any time, with Cause or without Cause, upon not less than thirty (30) days prior written notice delivered to the SUBRECIPIENT as provided for in this Agreement or, at the option of COUNTY, immediately in the event that SUBRECIPIENT fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY will not be obligated to pay for costs incurred by SUBRECIPIENT after SUBRECIPIENT has received notice of termination.

Section 12. Remedies

The COUNTY may exercise any other rights or remedies, which may be available under law. If the COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by the SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of the COUNTY, or affect the later exercise of the same right or remedy by the COUNTY for any other default by the SUBRECIPIENT.

Section 13. Equal Opportunity; Non-Discrimination

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, and executive orders are incorporated herein by reference.

Section 14. Governing Laws; Venue

This Agreement and terms and conditions shall be governed by the laws, rules, and regulations of the State of Florida, and venue shall be in Lee County, Florida.

Section 15. Public Records Law

This Agreement, including attachments, is subject to disclosure under Florida's public records law subject to limited applicable exemptions. SUBRECIPIENT acknowledges, understands, and agrees that, except as noted below, all information in its application and attachments will be disclosed, without any notice to SUBRECIPIENT, if a public records request is made for such information, and the COUNTY will not be liable to SUBRECIPIENT for such disclosure. Social security numbers are collected, maintained and reported by the COUNTY must comply with IRS 1099 reporting requirements and are exempt from public records pursuant to Florida Statutes §119.071.

If SUBRECIPIENT believes that information in the Agreement, including attachments, contains information that is confidential and exempt from disclosure, SUBRECIPIENT must include a general description of the information and provide reference to the Florida Statute or other law which exempts such designated information from disclosure in the event a public records request is made. The COUNTY does not warrant or guarantee that information designated by SUBRECIPIENT as exempt from disclosure is in fact exempt, and if the COUNTY disagrees, it will make such disclosures in accordance with its sole determination as to the applicable law.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.

Section 16. Independent Contractor

SUBRECIPIENT acknowledges that it is acting as an independent contractor and not as an agent, officer or employee of COUNTY. In no event shall any provision of this Agreement make COUNTY liable to any person or entity that contracts with or provides goods or services to SUBRECIPIENT in connection with this Agreement. There is no contractual relationship, either express or implied, between COUNTY or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to SUBRECIPIENT as a result of this Agreement.

Section 17. Compliance with Applicable Laws

SUBRECIPIENT shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder, including, but not limited to, Florida's Public Records Act, Chapter 119, Florida Statutes and specifically including, but not limited to ARPA.

Section 18. Notice

Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (1) hand delivered to the persons designated below, or (2) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Roger Desjarlais
County Manager
PO Box 398
Fort Myers, FL 33902

As to SUBRECIPIENT:

The Heights Center, Inc.
Dr. Debra Mathinos, Chief Programs Officer
15570 Hagie Drive
Fort Myers, FL 33908

Section 19. Risk Management

A. Hold Harmless and Indemnity Clause

To the fullest extent permitted by applicable law, SUBRECIPIENT shall protect, defend, indemnify, save and hold the COUNTY, the BoCC, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the SUBRECIPIENT resulting from the SUBRECIPIENT'S work as further described in this contract and its attachments, which may arise in favor of any person or persons resulting from the SUBRECIPIENT'S performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the COUNTY, its officials, commissioners, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended from time to time. Further, SUBRECIPIENT hereby agrees to indemnify the COUNTY for all reasonable expenses and attorney's fees incurred by or imposed upon the COUNTY in connection therewith for any loss, damage, injury, liability or other casualty. SUBRECIPIENT additionally agrees that the COUNTY may employ an attorney of the COUNTY's own selection to appear and defend any such action, on behalf of the COUNTY, at the

expense of the SUBRECIPIENT. The SUBRECIPIENT further agrees to pay all reasonable expenses and attorney's fees incurred by the COUNTY in establishing the right to indemnity.

The SUBRECIPIENT further agrees that it is responsible for any and all claims arising from the hiring of individuals relating to activities provided under the contract. All individuals hired are employees of the SUBRECIPIENT and not of the COUNTY.

B. Insurance Requirements

Insurance – Nonprofit SUBRECIPIENTS

The SUBRECIPIENT agrees to secure and maintain the insurance coverage outlined below during the term of this contract. The SUBRECIPIENT agrees that this insurance requirement shall not relieve or limit SUBRECIPIENT'S liability and that the COUNTY does not in any way represent that the insurance required is sufficient or adequate to protect the SUBRECIPIENT'S interests or liabilities, but are merely minimums. It is the responsibility of the SUBRECIPIENT to insure that all subcontractors comply with the insurance requirements.

Certificate(s) of Insurance *naming Lee Board of County Commissioners as Certificate Holder and additional insured* will be attached to this contract as an exhibit. Name and address for Certificate Holder should be: Lee Board of County Commissioners, P.O. Box 398, Fort Myers, FL 33902. Certificate(s) must be provided for the following coverage's at the time of contract execution and upon policy renewal. Renewal certificates are due to the COUNTY on or before expiration date.

1. Workers' Compensation– Statutory benefits as defined by Florida Statute 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees. Employers' liability will have minimum limits of:
 - \$100,000 per accident
 - \$500,000 disease limit
 - \$100,000 disease limit per employee

2. Commercial General Liability – Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
 - \$500,000 bodily injury per person (B.I.)
 - \$1,000,000 bodily injury per occurrence (B.I.)
 - \$500,000 property damage (PD) or
 - \$1,000,000 combined single limit (C.S.L.) of B.I. and P.D.

The General Liability Policy Certificate shall name "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" as "Additional Insured". The SUBRECIPIENT agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

3. Business Auto Liability – The following Automobile Liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:
\$100,000 bodily injury per person (B.I.)
\$300,000 bodily injury per occurrence (B.I.)
\$100,000 property damage (PD) or
\$300,000 combined single limit (C.S.L.) of B.I. and P.D.
4. Directors & Officers Liability – Entity coverage to cover claims against the organization directly for wrongful acts with limits not less than \$100,000.
5. Fidelity Bonding – Covering all employees who handle the agency's funds. The bond amount must be equivalent to the highest daily cash balance or a minimum amount of \$50,000.

Insurance – Government/Municipality

Documentation of the above coverage requirements are not applicable to government/municipalities that are self-insured.

Section 20. Disclaimer of Third Party Beneficiaries

This Agreement is made for the sole benefit of the Parties of this Agreement and their respective successors and assigns, and is not intended to and will not benefit any third party. No third party will have any rights under this Agreement, because of this Agreement or any right to enforce any provisions of this Agreement.

Section 21. Dispute Resolution

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Lee County, Florida, which is the sole venue for any such civil action.

Section 22. Assignment

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the COUNTY.

Section 23. Headings

Article headings have been included in the Agreement solely for the purpose of convenience and shall not affect the interpretation of any of the terms of this Agreement.

Section 24. Survivability

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

Section 25. Modifications

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY and the SUBRECIPIENT expressly for that purpose.

Section 26. Entire Agreement

It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

IN WITNESS WHEREOF, the SUBRECIPIENT and the COUNTY respectively, have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT: THE HEIGHTS CENTER, INC.

BY:

Signature

Date

Name (print)

ATTEST:
CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

ATTACHMENT A: PROJECT DETAILS

Overview (Need and Response), Eligible activities.

Scope

The notice of funding availability included Section II. Scope of Grant Activities:

HVS encourages applicants to submit applications for projects, even if the project does not 'fit' perfectly into the descriptions here within. By submitting an application, the applicant is informing HVS of projects it intends or desires to develop to help meet an unmet need in the community and collaboratively work to reduce educational disparities in Lee County. HVS encourages creative applications that use technology, training, and data to expand programs and services in a sustainable manner.

Project Description

The project description was a response in Section 4 of the attached application.

Eligible Activities

A. Expense Category

Project(s) direct services must follow the restrictions from U.S Treasury rules and fit within the ARPA expense category: **2.25 Addressing Educational Disparities: Academic, Social, and Emotional Services**

B. Back-up Project Eligible Use Justification:

31 CFR 35.6(b)(3)(ii)(A)(4)

Responding to the negative economic impacts of the public health emergency for purposes including:

(A) Assistance to households and individuals, including:

(4) Programs to address the impacts of lost instructional time for students in kindergarten through twelfth grade;

ATTACHMENT B: SCOPE OF WORK

Description of the SUBRECIPIENT's and the COUNTY's task, deliverables, timelines, and milestones. Additional United States Treasury scope requirements may be identified and required after the execution of this agreement.

1. Task: Risk Assessment Questionnaire

All ARPA Subrecipients of Lee County are required to complete a subrecipient risk assessment questionnaire. The results will assist Lee County with subrecipient monitoring.

Deliverable: Completed Risk Assessment Questionnaire

2. Task: Project Planning

The project planning shall include an explanation of the plan components below. As necessary, copies of corresponding document for the components should be provided. Example: Provide a copy of the relevant policy and procedure.

NOTE: Much of this information was included with the funding application.

SUBRECIPIENT will provide updates to Lee County Human and Veteran Services if applicable.

Components:

- Provide an outline to document timelines for critical tasks associated with the project
 - *The activities outline was a response in Section 6 of the attached application.*
- Evidence-based Documentation;
 - *The evidence-based plan was a response in Section 5 of the attached application.*
- Equity-based Documentation;
 - *The equity-based plan was a response in Section 5 of the attached application.*
- Program Policy and Procedures;
 - *This program information may need to be provided to HVS staff.*
- Staffing Plan that includes a list of key staff, qualifications and special qualification requirements.
 - *The staffing plan was a response in Section 11 of the attached application.*

3. Task: Project Budget

The SUBRECIPIENT will maintain a Project Budget and Financial Accounting System. The SUBRECIPIENT will develop and maintain a project budget summary that shows annual and quarterly proposed obligated and actual expenses.

The original budget estimate was a response in Section 11 of the attached application.

Deliverables:

Annual and Quarterly Project Budget Updates; Contract Amendments as needed

4. Task: Reimbursement Requests

Due: Monthly by the 20th of the following month. All payments will be

reimbursement for eligible expenses/services defined as uncompensated expenses rendered during the contract term. Copies of supporting documentation is required as part of the Payment Request for review of grant compliance and before payment will be authorized by Human and Veterans Services.

Reimbursement for eligible expenses will be made after review and authorization of request and all required back up documentation. Appropriate back-up/supporting documentation may include: payroll reports, time cards, cancelled checks, vendor invoices, authorized purchase orders, attendance/service logs, other funder invoices, expenditure spreadsheets or other original documentation.

SUBRECIPIENTS are responsible for ensuring that any procurement using CSLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, and Appendix II to Part 200, as applicable. Proof of compliance must be included with back-up/supporting documentation.

The Payment Request must be submitted with an **authorized** signature. Cancelled checks, bank statements and/or other documentation from vendor that expense has been paid or service provided may be verified during monitoring.

Deliverables:

Payment reimbursement requests and supporting documents

5. Task: Project Monitoring

- a. The SUBRECIPIENT shall cooperate with the COUNTY's monitoring of the Grant project by making the necessary staff and project records available.
- b. The SUBRECIPIENT shall make the COUNTY aware of any project deemed at-risk of non-performance or non-compliance.
- c. When a project is deemed non-performing or incapable of expending its grant allocations as specified in its Subrecipient agreement, the SUBRECIPIENT may ask the COUNTY to repurpose the funds.

Deliverables:

Cooperation with monitoring

6. Task: Ensure Project Data Collection and Reporting

The SUBRECIPIENT will document its data collection and reporting methodology for the project. The SUBRECIPIENT will collect, compile, and report the project information in ATTACHMENT D to the COUNTY, including project performance, expenses, equity data, and learning data if applicable.

In addition, the COUNTY may ask the SUBRECIPIENT to collect other data as Treasury clarifies reporting and compliance requirements. The example required reports are listed in ATTACHMENT D – Reporting Requirements.

Deliverables:

SUBRECIPIENT'S Monthly Reports (Quarterly and Annual as required)

7. Task: Project Closeout

SUBRECIPIENT will comply with all closeout procedures of the awards, to include full compliance with the agreement terms and conditions, ARPA, CSLFRF rule and guidance, and 2 CFR 200. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, fulfillment of any requests to reconcile reports and payment requests.

Deliverables:

- Submittal of all performance and financial reports and records as required
- Plan for records retention

ATTACHMENT C: Project Budget and Expenses Worksheet

If a project cost overrun is identified or line item changes are needed, the SUBRECIPIENT must receive approval from the County before additional costs are incurred.

The budget was a response in Section 11 of the attached application.

ATTACHMENT D: REPORTING REQUIREMENTS (Example)

Below is an example of information that will be requested. There may be additional reporting requirements that the US Treasury requires or Lee County identifies during the project.

Items 1-3 were part of the response in Section 5 of the attached application. HVS will check in to see if there are any changes to the plan during the performance period.

1. Equity: Describe how you ensure that your program is designed and implemented with equity in mind for disproportionately affected populations. Additional Information – ATTACHMENT E: EQUITY-BASED REQUIREMENT
2. Community Engagement: Describe your communication, outreach, and engagement plan to make participants and the community aware of your project.
3. Evidence Based or Evidence Producing: If the project is an **evidence-based** practice, identify the source(s), the level of evidence, and explain how this project incorporates this principle.

If the project is an **evidence-producing** practice, identify related source(s) of your hypothesis and state your hypothesis clearly. Outline how evidence will be collected to validate that it presents as evidence-producing.

Additional Information – ATTACHMENT F: EVIDENCE-BASED REQUIREMENT
See Treasury's Compliance and Reporting Guidance State and Local Fiscal Recovery Fund, <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

4. Quarterly Reporting:

Schedule: Reporting due for SUBRECIPIENT.

| Reporting Periods | Notes | |
|-------------------------------------|--|----------------------|
| Award Start Date – June 30, 2022 | Due 15 working days after end of quarter | |
| July 1, 2022 – September 30, 2022 | | |
| October 1, 2022 – December 31, 2022 | | |
| January 1, 2023 – March 31, 2023 | | |
| April 1, 2023 – June 30, 2023 | | |
| July 1, 2023 – September 30, 2023 | | |
| October 1, 2023 – December 31, 2023 | | |
| January 1, 2024 – March 31, 2024 | | |
| April 1, 2024 – June 30, 2024 | | |
| July 1, 2024 – September 30, 2024 | | |
| October 1, 2024 – December 31, 2024 | | |
| Close Out Report | | Due January 15, 2025 |

A. Expenditure Summary

Reimbursement requests will detail expenditures. This project will report expenditures after reimbursement requests are approved and payment is distributed. Lee County will report project expenditures to US Treasury quarterly.

B. Disadvantaged Communities Summary (If applicable report quarterly)

| |
|--|
| How much of the grant has been expended to serve disadvantaged communities through program or service that is provided at a physical location in a Qualified Census Tract (for multi-site projects, if a majority of sites are within Qualified Census Tract); |
| How much of the grant has been expended to serve disadvantaged communities through program or service where the primary intended beneficiaries live within a Qualified Census Tract; |
| How much of the grant has been expended to serve disadvantaged communities through program or service for which the eligibility criteria are such that the primary intended beneficiaries earn less than 60 percent of the median income for the relevant jurisdiction (e.g., State, county, metropolitan area, or other jurisdiction); or |
| How much of the grant has been expended to serve disadvantaged communities through program or service for which the eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line. |

C. Performance Success Summary

| |
|---|
| <p>Project Status: Choice</p> <ul style="list-style-type: none"> • Not Started • Completed less than 50 percent • Completed 50 percent or more • Completed |
| <p>Provide a success story or summary of successes from this program that can be shared publicly. Always protect the privacy of beneficiaries.</p> <ul style="list-style-type: none"> - This will be requested quarterly, but the SUBRECIPIENT only needs to share one story during the project. |
| <p>Provide a report of key outputs for the past period [between ____ and ____].</p> <ol style="list-style-type: none"> 1) Number of students participating in evidence-based tutoring programs. Report quarterly participation. Report the cumulative participation number annually. 2) Number of participating students that show an increase in 21st century skills (communication, teamwork, social skills etc.). Report quarterly improvement. Report # of students with skill level increase annually. 3) Number of students that show increase in skill level in reading, language arts, math, or science. Report quarterly improvement. Report # of students with skill level increase annually. |

| |
|---|
| <p>Provide a report of key outcomes for the past period [between ____ and ____].</p> <ol style="list-style-type: none"> 1) 75% of youth who complete the program will show an increase in 21st century skills such as communication, teamwork, social skills, self-confidence, and analytical thinking. Report base line student skill level in 21st century skills. Report rate of youth achievement annually. 2) 70% of youth who complete the program will increase their skill level in reading, language arts, math, or science. Report base line student skill level in subject areas. Report rate of youth achievement annually. |
| <p>Estimated Demographic Data: Treasury encourages recipients to provide data disaggregated by race, ethnicity, gender, income, and other relevant factors. Please supply data currently collected through existing registration process. Do not provide any personally identifying information.</p> |

ATTACHMENT E: EQUITY-BASED REQUIREMENT (INFORMATIONAL)

Below is an example of information that will be requested. There may be additional reporting requirements that the US Treasury requires, or Lee County identifies during the project.

Equity: Describe how you ensure that your program is designed and implemented with equity in mind for disproportionately affected populations. Address the following:

- a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?

- b. Awareness: How do you market the program to Lee County residents with equity in mind? How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?

- c. Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?

- d. Outcomes: Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?

ATTACHMENT F: EVIDENCE-BASED REQUIREMENTS (INFORMATIONAL)

SUBRECIPIENTS must briefly describe the goals of the project, and the evidence base for the interventions funded by the project.

- a) Demonstrate that the intervention is implemented as a program evaluation, see OMB M-20-12. "Recipients are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted. Criteria requires the recipient to:

Required

- i. describe the evaluation design including whether it is a randomized or quasi experimental design;
- ii. state the key research questions being evaluated;
- iii. describe whether the study has sufficient statistical power to disaggregate outcomes by demographics;
- iv. post the evaluation publicly and link to the completed evaluation in the Recovery Plan;
- v. describe the timeframe for the completion of the evaluation (including a link to completed evaluation if relevant)
- vi. after sufficient evidence of efficacy has been provided, determine whether the spending for the evaluated interventions should be counted towards the dollar amount categorized as evidence-based for the relevant project
- vii. Recipient may be selected to participate in a nation evaluation which would study the project along with similar projects.

Encouraged

- viii. Consider how a Learning Agenda, either narrowly focused on SLFRF or broadly focused on the recipient's broader policy agenda, could support their overarching evaluation efforts in order to create an evidence-building strategy for their jurisdiction. See OMB M-19-23
- b) Strong Evidence-based interventions- Is the intervention, based on a "well-designed and well-implemented experimental studies conducted on the proposed program with positive findings on one or more intended outcomes".
- i. If yes, identify the program as "Strong Evidence Based", cite the study, summarize the findings, and provide the associations to the COUNTY program.
- c) Moderate evidence-based interventions – the intervention is based on one or more quasi-experimental studies with positive findings on one or more intended outcomes OR two or more non-experimental studies with positive findings on one or more intended outcomes.
- d) Preliminary evidence – the intervention is based on conclusions drawn from a non-experimental study which demonstrates improvement in program beneficiaries over time on one or more intended outcomes OR an implementation (process evaluation) study used to learn and improve program operations would constitute preliminary evidence. Examples of research that meet the standards include: (1) outcome studies that track program beneficiaries through a service pipeline and measure beneficiaries' responses at the end of the program. (2) pre- and post-test research that determines whether beneficiaries have improved on an intended outcome.

ATTACHMENT G: AGENCY NOFA APPLICATION

Application Attached below.

Completeness Checklist

| <u>Application Forms and Attachments</u> | <u>Page #</u> |
|--|----------------------|
| <u>Project Name:</u> SUPPORTING SCHOOL SUCCESS | |
| <u>Project Applicant:</u> THE HEIGHTS CENTER, INC. | |
| Table of Contents (COMPLETENESS CHECKLIST) | 1 |
| 1. Applicant Information | 2 |
| 2. Project Information | 2-3 |
| 3. Certification | 3 |
| 4. Project Description | 4 |
| 5. Quality of Service Questionnaire | 6-9 |
| 6. Ability to Complete Activities Outline | 10 |
| 7. Budget Narrative | 11 |
| 8. Budget Form | 12-14 |
| 9. Performance Outcomes | 15-16 |
| 10. Equity Outcomes | 17-18 |
| 11. Required Attachments | 19-23 |
| b. Applicants Annual Operating Budget | 19-20 |
| c. Chart of Key Project Staff | 21 |
| d. Documentation of Project's Alignment with Community Goals | 21 |
| e. Documentation of National Best Practices or Evidence Based Program design | 21-22 |
| g. Proof of 501c3 Status | 23 |

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Lee County Human and Veterans Services
2440 Thompson St. Fort Myers, FL 33901
CFDA # 21.027

1. Applicant Information

| | |
|--|--|
| Organization Name: The Heights Center, Inc | Authorized Organization Representative Name/Title: Kathryn Kelly, President and CEO |
| Address: 15570 Hagie Drive | Telephone: 239-482-7706 |
| City, State/Zip: Fort Myers, FL 33908 | Organization Website: www.heightsfoundation.org |
| Contact Person Name/Title: Dr. Debra Mathinos, Chief Programs Officer | DUNS #: 07-920-7550 |
| Contract Person E-mail: debra@heightsfoundation.org | Federal Employer ID #: 45-5595206 |

2. Project Information

| |
|--|
| Project Name: Supporting School Success |
| Project Address <i>(if different from organization address)</i> : |
| This is a/an: <input type="checkbox"/> New Project or <input checked="" type="checkbox"/> Expanded Project |
| Total Funding Requested for this Project: \$ <u>499,929.00</u> |

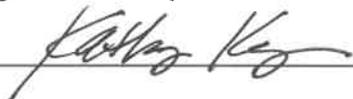
| |
|--|
| Services Provided <i>(check the services that will be provided with the funding requested):</i> |
| <input checked="" type="checkbox"/> After School Programs <input type="checkbox"/> Employment Assistance and Job Training <input checked="" type="checkbox"/> Tutoring <input type="checkbox"/> Child Care <input type="checkbox"/> Transportation <input type="checkbox"/> Outreach Engagement <input type="checkbox"/> Life Skills <input type="checkbox"/> Assessment of Service Needs |

| | |
|--|---|
| Target Population (check as many as applicable below): | |
| <input type="checkbox"/> Children Ages 0 to 4 <input checked="" type="checkbox"/> Children Ages 5 to 9 <input checked="" type="checkbox"/> Children Ages 10 to 14 <input type="checkbox"/> Children Ages 15 to 18 <input type="checkbox"/> LGBTQI+ Individuals/Families/Youth <input type="checkbox"/> Other: _____ | |
| Target Service Location (check as many as applicable below): | |
| <input type="checkbox"/> City of Cape Coral <input type="checkbox"/> City of Fort Myers <input type="checkbox"/> City of Bonita Springs <input type="checkbox"/> City of Sanibel | <input type="checkbox"/> Town of Fort Myers Beach <input checked="" type="checkbox"/> Unincorporated Lee County <input type="checkbox"/> All of Lee County <input type="checkbox"/> Other: _____ |

3. Certification

To the best of my knowledge, I certify that the information in this application is true and correct and that the document has been duly authorized by the governing body of the applicant. I will comply with the program rules and regulations if assistance is approved. I also certify that I am aware that providing false information on the application can subject the individual signing such application to criminal sanctions. I further certify that I am authorized to submit this application and have followed all policies and procedures of my agency regarding grant application submissions.

Authorized Organization Representative:

Signature: 

Typed Name: Kathryn Kelly Title: President and CEO

Date: April 27, 2022

4. Project Description

Supporting School Success is designed to provide both remedial and enrichment activities to students in Kindergarten-Eighth Grade in an effort to ameliorate learning deficits resulting from limited English-Proficiency, severe economic disadvantage and/or COVID related learning loss. The program operates in some form year round and impacts an average of 250 children and youth annually. Supporting School Success provides breakfast and school work review for 1 hour each school day in its Before School component. The After School component provides a snack to participants and is structured to deliver an hour and 15 minutes of homework assistance and academic remediation and acceleration as needed by the children. Participants receive an additional hour and a half of specialized programming in the areas of fitness, science, art, character development, and technology multiple times each month. They also have the opportunity to select Specialty Clubs for more in-depth enrichment and instruction in such areas as Music, Art, Coding, Scientific Inventions and Sports. Additionally, participants in grades 4-8 are members of The Self-Reliance Club, a program operated collaboratively with the Freedom and Virtue Institute. This program emphasizes decision-making, financial literacy and goal setting.

Supporting School Success also includes a summer camp that allows children access to activities and opportunities that enhance healthy life choices, goal setting, and leadership development, as well as sports, arts, technology, engineering, science activities, instrumental music lessons and cultural field trips. Participants have access to a supplemental food program (lunch and afternoon snack) and are provided academic tutoring and enrichment 3 hours each day. The summer camp program not only provides additional academic intervention and remediation of deficit skills, but also works to limit the amount of academic skill loss that typically occurs over school vacation.

Supporting School Success is modeled after the U.S. Department of Education's 21st Century Community Learning Center with its emphasis on project-based activities and real-life application of skills. The research design for the academic component of the program is the U.S. Department of Education design called "Framework for 21st Century Learning". The specific curriculum used to accelerate academic skills and promote social skills have been identified as best-practice models by the U.S. Department of Education and Juvenile Justice and Delinquency Prevention agencies. The development of academic skills is supported through the use of Peer-Tutoring and Response Groups, Instructional Conversations and Literature Logs, and Leveled Literacy Instruction. All these instructional approaches are endorsed by The US Department of Education. Social skills development is supported through the incorporation of the PATHS (Promoting Alternative Thinking Strategies) curriculum, a program endorsed by the Office of Juvenile Justice and Delinquency Prevention. A wide variety of research has been conducted utilizing a randomized control research design for the instructional approaches employed in Supporting School Success' tutoring program . PATHS curriculum has been evaluated utilizing a pre-, post-test research design. These programs are implemented into the After School and Summer Camp components of Supporting School Success with few modifications to their original design. These modifications have been made to better meet the unique learning characteristics of limited-English proficient

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students who also have experienced challenges to their academic success.

The target population of Supporting School Success is children and youth in Kindergarten-Grade 8 living in the Harlem Heights community. Approximately 857 children live in a mixture of single-family homes, and multi-family apartments in Harlem Heights. The neighborhood is characterized by a high percentage of single parent families (70.3%), families in which Spanish is the sole language spoken at home (72.8%), and limited engagement of residents in formal education. Demographically, the population is approximately 81% Hispanic, 8% African-American, and 11% Caucasian. For the 2021-2022 academic year, the verified average family income for participants in the Heights Center's Programs was \$24,734.

This program is offered at times that meet the needs of working families. Participants attend during the school year between 6:45 AM and 7:45 AM (Before School), 2:30 PM and 6 PM (After School), and in the summer between the hours of 7 AM and 6 PM (Summer Camp). All staff in the program meet Florida Department of Children and Family staffing guidelines. The Program Director holds the DCF License and is certified by the Florida Department of Education in both elementary teaching and Educational Leadership. The Assistant Director, who oversees day to day operation of the program, supervises Program Assistants. 82% of current Program Assistants hold elementary teaching certification through the Florida Department of Education.

Though the Lee County school district works diligently to address most student's needs, the Reading, Language Arts and Math performance of the children and youth from the Harlem Heights community is not keeping pace with grade level expectations required for advancement to the next grade level. Supporting School Success provides additional academic enrichment opportunities and remediation in core academic areas working in conjunction with the Lee County School District. Most children in the Harlem Heights community read 1-2 grades below expected reading level and less than 40% will graduate from high school on time, if at all, according to the Lee County School District. The need for additional educational opportunities outside of the school day can help address this achievement gap. Supporting School Success offers remediation in core academic areas and offers enrichment opportunities to complement the school's academic program. Using a project-based approach with real-life application of academic skills, children become more engaged in the learning process and ultimately have greater skill development and overall success in school. By improving a child's level of academic success, the child will become more engaged in the learning process and graduate better prepared for today's world. Additionally, given the high percentage of single parent families in the neighborhood, with parents who work multiple jobs, there is a high need for accessible, high quality, and affordable before school, after school and summer programs. Supporting School Success provides programs at times when parents are working. The program also addresses the economic needs of community members by offering financial assistance based on a sliding scale and is located within walking distance to residents' homes, thereby ameliorating transportation issues commonly faced by area residents.

The breadth and depth of enrichment opportunities provided in Supporting School Success are possible primarily as a result of strong partnerships/collaborations with a variety of organizations. These organizations include: Nova University: nursing students provide wellness and nutrition training; Zion Lutheran Church: provides academic tutors and mentors; Florida Gulf Coast

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University and Florida Southwestern State College: Education and Child and Youth students provide academic support and enrichment through internships and volunteerism; Lee County School District provides free lunch feeding program & transportation for summer camp; Harlem Heights Community Charter School: Charter School teachers provide academic support and remediation during Homework time; Freedom and Virtue Institute: Co-sponsors the Self-Reliance Club for participating students; and Sanibel Sea School: provides enrichment classes and field trips. By utilizing partnerships, the program is able to lower transportation, field trip and food costs. Additionally, the ability to obtain trained interns and volunteers helps lower staffing costs and allows for the maintenance of low staff: child ratios. The savings in these areas are then put back into the program in areas such as training and enrichment opportunities.

The cost for Supporting School Success is \$419,556 for 2022, with anticipated total costs of \$432,143 and \$444,559 in 2023 and 2024, respectively.

5. Quality of Service Questionnaire

- A. Describe how the project is innovative, based on national best practices, and designed in accordance with an existing evidence-based program, or will be subject to a formal program evaluation. ***Documentation of evidence-based model and/or planned program evaluation model is required for ARP funding and must be attached to this application.***

This program is unique in that it not only provides the academic support, remediation and enrichment needed by participants for school success, but also offers the children an opportunity to experience and develop skills in non-academic areas (music, art, sports, technology). Additionally, its hours of operation span the entire day when parents are working and children would be home alone, is affordable to all through our offering of financial assistance, is located within walking distance of all participants and is staffed by experienced, Florida Department of Education certified educators. Because The Harlem Heights Community Charter School, a free public school in the Lee County School District, is located at the site of The Heights Center, Supporting School Success staff have ready access to critical information about grade level expectations for participants. The Charter School follows the same schedule, standards, assessment protocols and academic scope and sequence for the 4 core academic areas as is in place in the Lee County District. Access to this information allows staff to insure that the academic remediation and enrichment provided to Supporting School Success participants is aligned with the standards of mastery in place in the Lee School District. In addition to the daily support for academic achievement provided to participants, the incorporation of Socio-emotional decision making curriculum and the Self-Reliance Club into the program activities also provides support to participants in important social and emotional areas that are not currently being addressed by other agencies.

The close alignment between what these children experience during the school day and what occurs for participants in the Before and After School components has produced strong, positive results. For example, data from the 2020-2021 school year indicated that 93% of the participants improved academic performance in 2 or more core academic areas by at least 1 letter grade from the start to the end of the year, and 97% of participants evidenced growth in behavior, effort and motivation as reported by teachers on quarterly report cards. Additionally, of all the participating children identified at the mid-year point as at risk for grade level retention, only

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11% were ultimately retained in grade for the 2021-2022 school year.

Supporting School Success is modeled after the U.S. Department of Education's 21st Century Community Learning Center with its emphasis on project-based activities and real-life application of skills. The research design for the academic component of the program is the U.S. Department of Education design called "Framework for 21st Century Learning The specific curriculum used to accelerate academic skills and promote social skills have been identified as best-practice models by the U.S. Department of Education and Juvenile Justice and Delinquency Prevention agencies. The development of academic skills is supported through the use of Peer-Tutoring and Response Groups, Instructional Conversations and Literature Logs, and Levelled Literacy Instruction. All these instructional approaches are endorsed by The US Department of Education. Social skills development is supported through the incorporation of the PATHS (Promoting Alternative Thinking Strategies) curriculum, a program endorsed by the Office of Juvenile Justice and Delinquency Prevention. A wide variety of research has been conducted utilizing a randomized control research design for the instructional approaches employed in Supporting School Success' tutoring program . PATHS curriculum has been evaluated utilizing a pre-, post-test research design. These programs are implemented into the After School and Summer Camp components of Supporting School Success with few modifications to their original design. These modifications have been made to better meet the unique learning characteristics of limited-English proficient students who also have experienced challenges to their academic success.

- B. Describe how the project will engage and gather feedback from program participants and persons of any particular historically underserved, marginalized, or adversely affected groups.

The Harlem Heights neighborhood, with a population of 2087 individuals, is a severely distressed community, with families living in poverty at a rate that is significantly higher than the rest of Lee County. The poverty level among residents is 28.9% which is 109.8% greater than the Florida average and 123.8% greater than the national average. The neighborhood is characterized by a high percentage of single parent families (70.3%), families in which English is not spoken at home (72.8%), and limited engagement of residents in formal education. Approximately 857 children and youth live in a mixture of single-family homes and multi-family apartments. Demographically, the population is approximately 81% Hispanic, 8% African-American, and 11% Caucasian. With 37.7% of the children here below the federal poverty line, this neighborhood has a higher rate of childhood poverty than 80.9% of U.S. neighborhoods. Supporting School Success is designed specifically for the Harlem Heights Census Designated Area, and therefore specifically engages participants from historically underserved, marginalized or adversely affected groups.

Program effectiveness is measured by the analysis of student data in relation to the established Goals/Outcomes of the Program. Specific indicators of program impact include improved grades in reading/language arts/math; increases in grade levels equivalencies for independent reading passages; improved fluency rates and comprehension skills; improved accuracy in basic mathematical operations and math problem solving.

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Measures Used: Curriculum-based pre-, mid-, and end of year assessments (Reading/Math curricular materials in use by Lee County School District); Reading logs, running records, portfolio assessments, report card grades, parent and student surveys.

Frequency of Data Collection: Curriculum based assessments are collected the first week of the program, mid-way through the program and in the last week of the program. Reading logs and running records are collected every 4 weeks. Portfolio assessments occur at the mid-point and end of the program. Report card grades are collected at the end of each Marking Period. Parent and student survey data are collected in the first and last weeks of the program

Sampling: Goal attainment information is collected from at least 88% of all children enrolled in the program at the times of data collection.

- C. Describe how the project will be marketed to individuals who may need assistance, and how marketing will be targeted to those least likely to apply for assistance, specifically those persons of any particular historically underserved, marginalized, or adversely affected groups.

Supporting School Success is designed specifically for the Harlem Heights Census Designated Area. With 37.7% of the children here below the federal poverty line, this neighborhood has a higher rate of childhood poverty than 80.9% of U.S. neighborhoods. Demographically, the population is approximately 81% Hispanic, 8% African-American, and 11% Caucasian. Due to its focus on marketing to and enrolling children from the Harlem Heights Community, the program specifically engages participants from historically underserved, marginalized or adversely affected groups.

- D. Describe your procedure for assessing participant's needs and making client referrals to other service providers.

As a result of the existing partnership with the Lee County School District, specifically Heights Elementary School and The Harlem Heights Community Charter School, program staff have ready access to student performance data (standardized test results, grades). Parents and guardians of participants give the program permission to access this information so that remediation and enrichment can be targeted to specific areas of need. Additionally, at entry to the program each participant engages in a curriculum-based assessment of skills to identify areas of strength and weakness. In the event a participant displays pronounced deficits that are beyond the scope of what is available from Supporting School Success, the Heights Center's Social Worker works with parents/guardians to refer the family to area agencies capable of providing the support needed by the child. In most instances these referrals are made to the Lee County School District's Department for Exceptional Student Education.

- E. Explain your agency's experience providing services to children and families including federal, state, and/or local government grant experience and capacity of the organization to administer the project and oversee all compliance requirements.

The Heights Center has over 2 decades of experience providing supportive experiences to the children and youth of Harlem Heights. This support initially took the form of referring families to

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area agencies. Since the 2013 opening of The Heights Centers Community Center, these services have been provided directly by Heights Center staff through individual tutoring, an after school program and annual summer camp. The completion of the Heights Education Building in 2020 has allowed the Center to increase programmatic capacity and broaden its impact on lessening the learning challenges experienced by the children and youth in Harlem Heights. The Heights Center has been a recipient of numerous federal, state and/or local government grants over the past decade and governmental reviews and evaluations of these awards have all been favorable, with no findings. Additionally, The Center's Chief Programs Officer has over 30 years experience administering federal, state and local grants successfully.

- F. Describe how your agency has worked to remove traditional barriers to education for children and families.

The programming offered has been designed specifically to address traditional barriers to effective education for the children and youth of Harlem Heights. Instructional approaches, activities and structure are chosen based on their effectiveness for severely economically disadvantaged learners and learners who are not native English speakers. Additionally, its hours of operation span the entire day when parents are working, is affordable to all through our offering of financial assistance, is located within walking distance of all participants and is staffed by experienced, Florida Department of Education certified educators.

- G. Does your agency conduct an internal annual evaluation of services provided? If yes, please provide a copy of the most recent evaluation.

Final data analysis for the 2021-2022 school year will be conducted in June, 2022 upon the completion of the school year. However, data collected in March, 2022 indicated that 91% of participants had already improved academic performance in at least one core content area by at least 1 letter grade as compared to the start of the school year.

Data from the 2020-2021 school year indicated that 93% of the participants improved academic performance in 2 or more core academic areas by at least 1 letter grade from the start to the end of the year, and 97% of participants evidenced growth in behavior, effort and motivation as reported by teachers on quarterly report cards. Additionally, of all the participating children identified at the mid-year point as at risk for grade level retention, only 11% were ultimately retained in grade for the 2021-2022 school year.

- H. Describe how the agency will continue to provide quality services in the community after the end of this grant term.

The Heights Center has a long history of providing effective programming supportive of school success for the children and youth of Harlem Heights. The financial support required to continue and increase this programming has come from grant writing, and targeted fund raising. As a need to expand the capacity of the program has arisen, so have the efforts of the staff to secure necessary funds. The Center's commitment to this program is such that it will engage in grant writing and targeted fund raising to sustain the program beyond the terms of this grant.

6. Ability to Complete Activities Outline

Annual Timelines

Afterschool Program:

- July – Planning;
- Late July – Registration;
- August-June – Program Delivery

Summer Camp:

- April-May – Planning;
- Early May – Registration;
- Early June – Counselor Training;
- June-July – Program Delivery *

*Camp starts one week following the last day of the school year and ends one week prior to the start of the new school year.

Program Development and Evaluation:

- Data across components of Supporting School Success is collected and analyzed in August, October, January, March and June of each year.

Spending Plans/Drawdown Schedule

The bulk of the monies being requested are for staff salaries/benefits, general operating, and facilities costs. As such, monthly costs are fairly predictable as these amounts are fairly constant across the life of the grant. However, certain months will have increased costs due to the purchasing of curricular materials and program supplies. Typically these additional purchases occur in June (Summer Camp), August (start of Before/After School) and January (mid point for Before/After School). It is anticipated that the drawdown schedule would mirror the expected spending plan with relatively consistent monthly expenditures (Year 1 – total funded amount divided by 6 months; Years 2 and 3 – total funded annual amounts divided by 12 months).

Reporting Schedule

Program Data across components of Supporting School Success is collected and analyzed in August for Summer Camp, October, January, March and June of each year for Before and After School. As such, reporting for goal progress and outcomes achieved are available at 5 points in the year. The program will be able to report goal progress and outcomes on a different schedule if that is an expectation of the grant award.

7. Budget Narrative

Costs associated with this request fall into five categories: Staff Costs, Supplies, Software, Program and Operating Expenses and Staff Training.

Staff Costs

Expenditures in this category are staff wages, payroll taxes, employee benefits and staff clothing/uniform. Staff currently make between \$16-\$20/hour dependent on credentials and years of experience. It is anticipated that staff will receive a 3% raise in 2023 and again in 2024. Staff are provided with medical insurance, short and long-term disability as well as an employer match for 401K contributions up to 4%. All costs associated with employee benefits are paid by The Heights Center. In 2022 Supporting School Success employees 19 staff members allowing for a small child: adult ratio which allows for the most effective remediation and enrichment of academic skills. It is anticipated that the number of staff will increase to 21 in 2023 and 23 in 2024.

Supplies

Expenditures in this category related to supplemental curricular and instructional materials used in the remediation and enrichment activities as well as general school supplies used in the program (paper, pencils, crayons, etc.) Additionally, this category captures expenditures for food provided to the participants during the program. Food expenditures are for breakfasts and daily afternoon snacks.

Software

Expenditures in this category are related to the costs associated with the accounting and payroll software used in the program.

Program and Operating Expenses

Expenditures in this category are for continued DCF licensing of the program as well as the program's proportionate share of facilities costs. Supporting School Success is operated out of both The Heights Community Center (a 14,000 sq ft building) and the Heights Education Building (a 36,000 sq ft building). Rent is determined by The Heights Land Company (owner of the two buildings) based on the total square footage used by the program, the number of days the program operates annually, and the average number of hours the program is in operation each day. A similar calculation is used to determine the proportionate share of utilities, trash services, leases, computer management. Insurance and repair/maintenance costs that is charged to Supporting School Success. Summer Camp is charged 7% of the Land Companies costs in these areas, and the Before and After School Programs are assessed 15% of these costs.

The bulk of the monies being requested are for staff salaries/benefits, general operating, and facilities costs. As such, monthly costs are fairly predictable as these amounts are fairly constant purchasing of curricular materials and program supplies. Typically these additional purchases occur in June (Summer Camp), August (start of Before/After School) and January (mid point for Before/After School). It is anticipated that the drawdown schedule would mirror the expected spending plan with relatively consistent monthly expenditures (Year 1 – total funded amount divided by 6 months; Years 2 and 3 – total funded annual amounts divided by 12 months). As the total costs associated with program operations far exceed the amounts requested it is anticipated that all funds received will be expended fully prior to the end of the grant period.

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8. Budget and Match Form

**Budget Template
 Notice of Funding Availability #ARP3.3ED**

| Year 1 (June 1, 2022 - December 31, 2022) | | |
|--|--|------------------------------------|
| Eligible Costs | Quantity AND Description (max 400 characters) | Annual Assistance Requested |
| 1. Staff Costs (separate quantity and description for each position) | Wages for 19 staff | \$ 51,571.00 |
| | Payroll taxes for 19 staff | \$ 5,000.00 |
| | Employee benefits for 19 staff | \$ 5,244.00 |
| | Clothing/uniforms for 19 staff | \$ 450.00 |
| 2. Supplies and Equipment (I.E. Computers, hardware, phones, furnishings, etc.) (separate quantity and description for each item) | Supplies (curricular/instructional materials, general school supplies) | \$ 2,855.00 |
| | Food | \$ 3,088.00 |
| 3. Other software (i.e. Zoom, financial management, etc.) (separate quantity and description for each item) | Accounting software | \$ 5,717.00 |
| | | |
| 4. Program and Operating Expenses (Costs associated with the provision of services. Including, but not limited to building lease, computer and telephone services, vehicle costs, etc.) | Licensure | \$ 173.00 |
| | Rent | \$ 15,213.00 |
| | utilities | \$ 3,627.00 |
| | Trash | \$ 425.00 |
| | Leases | \$ 2,798.00 |
| | Computer Management | \$ 882.00 |
| | Insurance | \$ 1,023.00 |
| | Repairs and Maintenance | \$ 1,664.00 |
| 5. Training and Technical Assistance (separate quantity and description for each item) | Staff Development/Required Training | \$ 100.00 |
| | | |
| 6. Administrative Expenses - Max of 5% | | |
| Subtotal Requested | | \$ 99830.00 |
| Admin Requested (max of 5%) | | \$ 0.00 |
| Total Amount Requested Year 1 (2022) | | \$ 99,830.00 |

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| Year 2 (January 1, 2023 - December 31, 2023) | | |
|---|--|------------------------------------|
| Eligible Costs | Quantity AND Description (max 400 characters) | Annual Assistance Requested |
| 1. Staff Costs (separate quantity and description for each position) | Wages for 21 staff | \$ 103,112.00 |
| | Payroll taxes for 21 staff | \$ 9,996.00 |
| | Employee benefits for 21 staff | \$ 10,484.00 |
| | Clothing/uniforms for 21 staff | \$ 900.00 |
| 2. Supplies and Equipment (I.E. Computers, hardware, phones, furnishings, etc.) (separate quantity and description for each item) | Supplies (curricular/instructional materials, general school supplies) | \$ 5,708.00 |
| | Food | \$ 6,174.00 |
| 3. Other software (i.e. Zoom, financial management, etc.) (separate quantity and description for each item) | Accounting software | \$ 11,432.00 |
| | | |
| 4. Program and Operating Expenses (Costs associated with the provision of services. Including, but not limited to building lease, computer and telephone services, vehicle costs, etc.) | Licensure | \$ 345.00 |
| | Rent | \$ 30,416.00 |
| | utilities | \$ 7,253.00 |
| | Trash | \$ 851.00 |
| | Leases | \$ 5,595.00 |
| | Computer Management | \$ 1,764.00 |
| | Insurance | \$ 2,046.00 |
| | Repairs and Maintenance | \$ 3,328.00 |
| 5. Training and Technical Assistance (separate quantity and description for each item) | Staff Development/Required Training | \$ 200.00 |
| | | |
| 6. Administrative Expenses - Max of 5% of total project request (i.e. A portion of CEO staff salary, contract or accounting staff, payment to consultant for accounting or payroll services) (separate quantity and description for each item) | | |
| | | |
| | | |
| | | |
| Subtotal Requested | | \$ 199,604.00 |
| Admin Requested (max of 5%) | | \$ 0.00 |
| Total Amount Requested Year 2 (2023) | | \$ 199,604.00 |

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| Year 3 (January 1, 2024 - December 31, 2024) | | |
|--|---|------------------------------------|
| Eligible Costs | Quantity AND Description (max 400 characters) | Annual Assistance Requested |
| 1. Staff Costs (separate quantity and description for each position) | Wages for 23 staff | \$ 103,677.00 |
| | Payroll taxes for 23 staff | \$ 10,051.00 |
| | Employee benefits for 23 staff | \$ 10,542.00 |
| | Clothing/uniforms for 23 staff | \$ 905.00 |
| | | |
| 2. Supplies and Equipment (I.E. Computers, hardware, phones, furnishings, etc.) (separate quantity and description for each item) | Supplies (curricular/instructional materials, general school supplies | \$ 5,739.00 |
| | Food | \$ 6,208.00 |
| 3. Other software (i.e. Zoom, financial management, etc.) (separate quantity and description for each item) | Accounting software | \$ 11,494.00 |
| | | |
| 4. Program and Operating Expenses (Costs associated with the provision of services. Including, but not limited to building lease, computer and telephone services, vehicle costs, etc.) | Licensure | \$ 347.00 |
| | Rent | \$ 30,583.00 |
| | utilities | \$ 7,292.00 |
| | Trash | \$ 855.00 |
| | Leases | \$ 5,625.00 |
| | Computer Management | \$ 1,774.00 |
| | Insurance | \$ 2,057.00 |
| | Repairs and Maintenance | \$ 3,346.00 |
| 5. Training and Technical Assistance (separate quantity and description for each item) | | |
| | | |
| | | |
| | | |
| | | |
| Subtotal Requested | | \$ 200,495.00 |
| Admin Requested (max of 5%) | | \$ 0.00 |
| Total Amount Requested Year 3 (2024) | | \$ 200,495.00 |



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9. Performance Outcomes

Applicants must select at least ONE of the outcomes below and describe how the funds will be used to achieve the outcome, and how data will be tracked to measure progress toward the outcome.

| Mark Selected Outcome(s) | Performance Measure | Describe the how the outcome will be achieved and how data will be tracked to measure progress toward the outcome. |
|--------------------------|--|--|
| XXXXXX | Number of students participating in evidence-based tutoring programs. | All participants in Supporting School Success will be assessed at entry for academic areas in need of remediation, acceleration or enrichment. Students will be assigned to tutoring groups specific to their needs. Daily student attendance in tutoring will be collected. |
| XXXXXX | 75% of youth who complete the program will show an increase in 21st-century skills such as communication, teamwork, social skills, self-confidence, and analytical thinking. | As a result of involvement in the PATHS curriculum, 75% of regularly participating students in the Supporting School Success Program will increase their communication, teamwork, social skills, self-confidence and analytical thinking skills over the course of the academic year as measured by pre-, mid-, and post-tests, self-report questionnaires, behavioral observations, parent surveys report card comments and teacher questionnaires. |
| | 65% of students who complete the program will demonstrate grade-level reading ability. | |
| | 80% of students not on track to graduate will graduate high school | |
| | 65% of students not planning on going to college or vo-tech, will be accepted into college or vo-tech school. | |
| | 55% of students enrolled in the program will graduate from high school with a plan to work or attend college | |
| | 55% of participants will complete further education (college, technical school, or certificate program) after completion of program. | |
| | 85% of participants will increase their digital literacy | |
| XXXXXX | 70% of youth who complete the program will increase their skill level in Reading, Language Arts, Math, or Science. | As a result of remedial, acceleration and enrichment activities, 70% of regularly participating students in the Supporting School Success Program will improve their Reading/ELA and/or math skills over the course of the academic year as measured by curriculum-based pre-, |



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| | | |
|--|---|--|
| | | mid-, and post-tests, reading logs, running records, report card grades and portfolio assessments. |
| | 85% of youth who participate in at least 30 minutes of physical fitness activity will increase their physical fitness skills. | |
| | 90% of participating youth will learn healthy behaviors as demonstrated by not becoming pregnant or fathering a child | |
| | 45% of participants who are not involved in extracurricular activities will join upon completion of the program. | |
| | 80% of clients who complete the program will be able to improve soft skills. (communication, critical thinking, life skills) | |
| | 80% of clients who complete the program will be able to complete activities of daily living. | |
| | Other, please specify: | |

10. Equity Outcomes

The U.S. Treasury encourages uses of funds that promote strong, equitable growth, including racial equity.

1. Describe how your project prioritizes economic and racial equity as a goal,

The Harlem Heights neighborhood, with a population of 2087 individuals, is a severely distressed community, with families living in poverty at a rate that is significantly higher than the rest of Lee County. The poverty level among residents is 28.9% which is 109.8% greater than the Florida average and 123.8% greater than the national average. The neighborhood is characterized by a high percentage of single parent families (70.3%), families in which English is not spoken at home (72.8%), and limited engagement of residents in formal education. Approximately 857 children and youth live in a mixture of single-family homes and multi-family apartments. Demographically, the population is approximately 81% Hispanic, 8% African-American, and 11% Caucasian. With 37.7% of the children here below the federal poverty line, this neighborhood has a higher rate of childhood poverty than 80.9% of U.S. neighborhoods. Supporting School Success is designed specifically for the Harlem Heights Census Designated Area, and therefore is targeted toward providing experiences and opportunities to traditionally disenfranchised populations in an effort to address economic and racial inequities.

2. Name specific targets intended to produce meaningful equity results, and articulate the strategies to achieve those targets.

The focus of Supporting School Success is on closing the achievement gaps typical to populations living in extreme poverty, and/or for whom English is not their home language. The Heights Center firmly believes that success in formal education is critical to producing meaningful equity results for children and youth. In order to achieve more equitable outcomes for participants, Supporting School Success helps participants develop the academic skills needed for school success, as well as assisting participants in the growth of their communication, team work, problem solving and decision-making skills.

3. Explain how your agencies overall equity strategy translates into the specific services or programs offered by your agency in the following Expenditure Categories (*answer all that apply*):
 - a. address educational disparities (e.g., evidence based tutoring, community schools, and academic, social-emotional, and mental health supports for high poverty schools),

Equitable access to high-quality instructional opportunities that address learning challenges faced by children living in high poverty and for whom English is not the first language is the cornerstone of the programming provided by The Heights Center in Supporting School Success. Strategies unique to the learning needs of children in these populations form the basis of the tutoring, remediation, acceleration and enrichment activities experienced by participants. As a result, participants are able to make academic gains

4. Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?

The focus of Supporting School Success is on closing the achievement gaps typical to populations living in extreme poverty, and/or for whom English is not their home language. The goal is to “level the playing field” so that the participants have equal access to all educational programming and instructional opportunities as they progress through public schooling and post-secondary experiences.

11. Required Attachments

a. Applicants Annual Operating Budget

| | |
|--|---|
| | THE HEIGHTS CENTER 2021-2022 Annual Budget |
|--|---|

| <u>INCOME</u> | | |
|---|---------|--------------------|
| <u>Earned Income</u> | | \$320,000 |
| Program / Class Fees | 311,500 | |
| Building | | |
| Rentals | 8,500 | |
| <u>Grants / Donations</u> | | \$ 956,500 |
| Corporations / Churches | 39,000 | |
| Foundations / | | |
| Trusts | 134,000 | |
| Individuals | 100,000 | |
| Government | | |
| Support | 626,000 | |
| United Way | 57,500 | |
| <u>Reimbursements</u> | | \$ 148,500 |
| Employee | 68,500 | |
| Paycheck Protection Program | 80,000 | |
| <u>Contributions from Heights Foundation</u> | | \$ 675,000 |
| TOTAL INCOME | | \$2,100,000 |

| <u>EXPENSES</u> | | |
|------------------------------|-----------|--------------------|
| <u>Programs</u> | | |
| COMMUNITY DEVELOPMENT | | \$ 37,000 |
| Outreaches | | |
| Direct Assistance | | |
| Family Advocacy | | |
| KIDS | | \$1,520,600 |
| Early Learning | 1,100,600 | |
| AfterSchool | 307,788 | |
| Summer Camp | 112,212 | |

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| | |
|--|-------------------------|
| ADULTS | <u>\$ 56,000</u> |
| Senior Program Culinary Career Training Adult Education | |
| TOTAL PROGRAM EXPENSES | \$1,613,600 |
| <u>Administration</u> | |
| Salaries / Taxes / Benefits Postage / Printing / Software Supplies / Food / Beverage / Rentals Staff Development / Meetings / Apparel Board Development / D&O Ins /Dues Accounting / Payroll Services Fundraising / Marketing / Dues CC / Bank Fees | |
| TOTAL ADMINISTRATION EXPENSES | \$ 210,000 |
| <u>Facilities</u> | |
| Salaries / Taxes / Benefits Elec / Water / Sewer / Trash / Recycling Tele / Data / Cable / Computer Maint Cleaning / Supplies Grounds / Pest Control Repairs & Maint / Rentals / Furniture Liability / Property Insurance / RE Taxes Licensing / Inspections / Misc Building Lease | |
| TOTAL FACILITIES EXPENSES | \$ 276,400 |
| TOTAL EXPENSES | \$2,100,000 |

b. Key Project Staff, including a description of their duties and qualifications

Dr. Debra Mathinos, Chief Programs Officer for the Heights Center, serves as lead staff of the Supporting School Success Program, designing and evaluating program activities, scheduling daily activities, and providing overall staff supervision. Dr. Mathinos has been a professional educator for over 40 years, working as a classroom teacher, School and District-level administrator, and University Professor. She has extensive experience working with at-risk and exceptional students, as well as those with economic disadvantages and English language learners. Her goal is to see all children succeed and grow into young adults with an abundance of opportunities available to them. Areas of curricular expertise include project-based learning initiatives, STEM –focused integrated instructional programs, and literacy intervention. She holds certification in elementary education and educational leadership in Florida, Pennsylvania, and Rhode Island. Dr. Mathinos also serves as the Director of Harlem Heights Community Charter School and was the author of the school’s charter.

c. Documentation of how the agency’s project meets community goals

Supporting School Success is designed to provide both remedial and enrichment activities to students in Kindergarten-Eighth Grade in an effort to ameliorate learning challenges resulting from limited English-Proficiency, severe economic disadvantage and/or COVID related learning loss. The Harlem Heights neighborhood is a severely distressed community, with families living in poverty at a rate that is significantly higher than the rest of Lee County. The neighborhood is characterized by a high percentage of single parent families (70.3%), families in which English is not spoken at home (72.8%), and limited engagement of residents in formal education. Demographically, the population is approximately 81% Hispanic, 8% African-American, and 11% Caucasian. With 37.7% of the children here below the federal poverty line, this neighborhood has a higher rate of childhood poverty than 80.9% of U.S. neighborhoods. Supporting School Success is designed specifically for the Harlem Heights Census Designated Area, and therefore is targeted toward providing experiences and opportunities traditionally not accessible to families in the community, at a cost and at times that specifically meet community needs.

d. Documentation of National Best Practices or Evidence Based Program design

Peer Tutoring and Response Groups

Peer Tutoring and Response Groups works to improve the language and achievement of English Language Learners. The US Department of Education Institute of Education Sciences What Works Clearinghouse reviewed the research evidence and reports studies meeting WWC research design standards.

Program effectiveness evaluated through research reviews:

- The estimated impact of Peer Tutoring and Response Groups on outcomes in the general reading achievement domain was positive and statistically significant. There is evidence of a positive effect with no overriding contrary evidence. **Promising Program**

Instructional Conversations and Literature Logs

The goal of Instructional Conversations and Literature Logs is to help English Language Learners develop reading comprehension along with English language proficiency. The US Department of Education Institute of Education Sciences What Works Clearinghouse reviewed the research evidence and reports studies meeting WWC research design standards.

Program effectiveness evaluated through research reviews:

- The estimated impact of Instructional Conversations and Literature Logs on outcomes in the general reading achievement domain was potentially positive and statistically significant. There is evidence of a positive effect with no overriding contrary evidence. **Promising Program**

Leveled Literacy Intervention

Leveled Literacy Instruction is a short-term, supplementary, small-group literacy intervention designed to help struggling readers achieve grade-level competency. The instructional approach allows teachers to match students with texts of progressing difficulty and deliver systematic lessons targeted to a student's reading ability. The US Department of Education Institute of Education Sciences What Works Clearinghouse reviewed the research evidence and reports studies meeting WWC research design standards.

Program effectiveness evaluated through research reviews:

- The estimated impact of Leveled Literacy Intervention on outcomes in the general reading achievement domain was positive and statistically significant. There is strong evidence of a positive effect with no overriding contrary evidence. **Select Program**

PATHS (Promoting Alternative Thinking Strategies)

The PATHS Curriculum is a comprehensive program for promoting emotional and social competencies and reducing aggression and behavior problems in preschool through 8th grade students while simultaneously enhancing the educational process. The PATHS Curriculum, taught three times per week for a minimum of 20-30 minutes per day, provides teachers with systematic, developmentally-based lessons, materials, and instructions for teaching their students emotional literacy, self-control, social competence, positive peer relations, and interpersonal problem-solving skills. A key objective of promoting these developmental skills is to prevent or reduce behavioral and emotional problems.

Program effectiveness evaluated through research reviews:

- Blueprints Model Program
- CASEL(Collaborative for Academic, Social and Emotional Learning) **Select Program**
- Helping America's Youth Registry **Promising Program**
- OJJDP (Office of Juvenile Justice and Delinquency Prevention) **Exemplary Program**
- USDE's Safe, Disciplined, and Drug Free Schools **Promising Program**



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e. Proof of 501c3 Status

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 15 2013**

THE HEIGHTS CENTER INC
15570 HAGIE DRIVE
FORT MYERS, FL 33908

Employer Identification Number:
45-5595206
DLN:
17053183313013
Contact Person:
GINGER L JONES ID# 31646
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
July 1, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Director, Exempt Organizations

Enclosure: Publication 4221-PC