

# Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form1023](http://www.irs.gov/Form1023) for instructions and the latest information.

OMB No. 1545-0056  
Note: If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at [www.irs.gov](http://www.irs.gov) for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I – XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

## Part I Identification of Applicant

<b>1</b> Full name of organization (exactly as it appears in your <b>organizing document</b> )		<b>2</b> c/o Name (if applicable)	
Little Friends at HAB, Incorporated			
<b>3</b> Mailing address (Number and street) (see instructions)	Room/Suite	<b>4</b> Employer Identification Number (EIN)	
4001 Hendricks Avenue		83-1735237	
City or town, state or country, and ZIP + 4		<b>5</b> Month the annual accounting period ends (01 – 12)	
Jacksonville, FL 32207		07	
<b>6</b> Primary contact (officer, director, trustee, or <b>authorized representative</b> )			
<b>a</b> Name:		(904)396-7745	
Claire Chinn, Director		<b>b</b> Phone:	
		<b>c</b> Fax: (optional)	
<b>7</b> Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>8</b> Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>9a</b> Organization's website: <a href="http://www.habchurch.com/little-friends-preschool">www.habchurch.com/little-friends-preschool</a>			
<b>b</b> Organization's email: (optional)			
<b>10</b> Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>11</b> Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY) 08 / 24 / 2018			
<b>12</b> Were you formed under the laws of a <b>foreign country</b> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," state the country.			

**Part II Organizational Structure**

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. See instructions. **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. ☒ Yes ☐ No
- 2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. ☐ Yes ☒ No
- 3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. ☐ Yes ☒ No
- 4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. ☐ Yes ☒ No
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust. ☐ Yes ☐ No
- 5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. ☒ Yes ☐ No

**Part III Required Provisions in Your Organizing Document**

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. ☒  
Location of Purpose Clause (Page, Article, and Paragraph): Page 1, Article III
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c. ☒
- b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Page 3, Article VII
- c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: ☐

**Part IV Narrative Description of Your Activities**

Using an attachment, describe your *past*, *present*, and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors**

- 1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
See attached schedule			

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
None			

- c** List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
None			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a** Are any of your officers, directors, or trustees **related** to each other through **family or business relationships**? If "Yes," identify the individuals and explain the relationship. ☐ Yes ☒ No
- b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ Yes ☒ No
- c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ Yes ☒ No
- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.
- b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☐ Yes ☒ No
- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
- a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☒ Yes ☐ No
- b** Do you or will you approve compensation arrangements in advance of paying compensation? ☒ Yes ☐ No
- c** Do you or will you document in writing the date and terms of approved compensation arrangements? ☒ Yes ☐ No

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ Yes ☐ No
- e Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ Yes ☐ No
- f Do you or will you record in writing both the information on which you relied to base your decision and its source? ☒ Yes ☐ No
- g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
- 
- 5a Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☒ Yes ☐ No
- b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
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- 6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No
- b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No
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- 7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. ☐ Yes ☒ No
- b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ Yes ☒ No
- 
- 8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☐ Yes ☒ No
- b Describe any written or oral arrangements that you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at **arm's length**.
- e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
- 
- 9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ Yes ☒ No

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

**Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You**

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present, and planned* activities. See instructions.

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. ☒ Yes ☐ No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. ☐ Yes ☒ No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ Yes ☒ No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☒ Yes ☐ No

**Part VII Your History**

The following "Yes" or "No" questions relate to your history. See instructions.

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to nonprofit status. If "Yes," complete Schedule G. ☐ Yes ☒ No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. ☐ Yes ☒ No

**Part VIII Your Specific Activities**

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present, and planned* activities. See instructions.

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. ☐ Yes ☒ No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. ☐ Yes ☒ No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ☐ Yes ☐ No
- 3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. ☐ Yes ☒ No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such arrangements. ☐ Yes ☒ No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

**Part VIII Your Specific Activities (Continued)**

**4a** Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. See instructions. ☒ **Yes** ☐ **No**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> mail solicitations              | <input checked="" type="checkbox"/> phone solicitations                        |
| <input checked="" type="checkbox"/> email solicitations             | <input checked="" type="checkbox"/> accept donations on your website           |
| <input checked="" type="checkbox"/> personal solicitations          | <input type="checkbox"/> receive donations from another organization's website |
| <input type="checkbox"/> vehicle, boat, plane, or similar donations | <input type="checkbox"/> government grant solicitations                        |
| <input type="checkbox"/> foundation grant solicitations             | <input type="checkbox"/> Other   |

Attach a description of each fundraising program.

**b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☐ **Yes** ☒ **No**

**c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ **Yes** ☒ **No**

**d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

**e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ **Yes** ☒ **No**

**5** Are you **affiliated** with a governmental unit? If "Yes," explain. ☐ **Yes** ☒ **No**

**6a** Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ **Yes** ☒ **No**

**b** Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

**7a** Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☐ **Yes** ☒ **No**

**b** Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ **Yes** ☒ **No**

**c** If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

**8** Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ **Yes** ☒ **No**

**9a** Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☒ **Yes** ☐ **No**

**b** Do you provide childcare so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☒ **Yes** ☐ **No**

**c** Of the children for whom you provide childcare, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☒ **Yes** ☐ **No**

**d** Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☒ **Yes** ☐ **No**

**10** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☐ **Yes** ☒ **No**

**Part VIII Your Specific Activities (Continued)**

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. ☐ Yes ☒ No
- 
- 12a** Do you or will you operate in a **foreign country or countries**? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. ☐ Yes ☒ No
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
- 
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. ☐ Yes ☒ No
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. ☐ Yes ☐ No
- d** Identify each recipient organization and any **relationship** between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following.
- (i)** Do you require an application form? If "Yes," attach a copy of the form. ☐ Yes ☐ No
- (ii)** Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. ☐ Yes ☐ No
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
- 
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. ☐ Yes ☒ No
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. ☐ Yes ☐ No
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. ☐ Yes ☐ No
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. ☐ Yes ☐ No
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. ☐ Yes ☐ No

**Part VIII** Your Specific Activities *(Continued)*

- |    |  |  |   |
|----|--|--|---|
| 15 | Do you have a <b>close connection</b> with any organizations? If "Yes," explain.   | <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            |
| 16 | Are you applying for exemption as a <b>cooperative hospital service organization</b> under section 501(e)? If "Yes," explain.  | <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> |
| 17 | Are you applying for exemption as a <b>cooperative service organization of operating educational organizations</b> under section 501(f)? If "Yes," explain.  | <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> |
| 18 | Are you applying for exemption as a <b>charitable risk pool</b> under section 501(n)? If "Yes," explain.   | <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> |
| 19 | Do you or will you operate a <b>school</b> ? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.   | <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            |
| 20 | Is your main function to provide <b>hospital or medical care</b> ? If "Yes," complete Schedule C.  | <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> |
| 21 | Do you or will you provide <b>low-income housing</b> or housing for the <b>elderly or handicapped</b> ? If "Yes," complete Schedule F.   | <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> |
| 22 | Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. | <input type="checkbox"/> <b>Yes</b>            | <input checked="" type="checkbox"/> <b>No</b> |
- Note:** Private foundations may use Schedule H to request advance approval of individual grant procedures.



**Part IX Financial Data**

For purposes of this schedule, years in existence refer to completed tax years.

- If in existence less than 5 years, complete the statement for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of:
  - Three years of financial information if you have not completed one tax year, or
  - Four years of financial information if you have completed one tax year. See instructions.
- If in existence 5 or more years, complete the schedule for the most recent 5 tax years. You will need to provide a separate statement that includes information about the most recent 5 tax years because the data table in Part IX has not been updated to provide for a 5th year. See instructions.

**A. Statement of Revenues and Expenses**

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		(a) From 8/1/19 To 7/31/20	(b) From 8/24/18 To 7/31/19	(c) From 8/1/20 To 7/31/21	(d) From 8/1/21 To 7/31/22		
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	10,000	22,768	10,000	10,000	52,768	
	2 Membership fees received						
	3 Gross investment income		3			3	
	4 Net unrelated business income						
	5 Taxes levied for your benefit						
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)						
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)						
	8 Total of lines 1 through 7	10,000	22,771	10,000	10,000	52,771	
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	155,000	52,128	170,000	200,000	577,128	
	10 Total of lines 8 and 9	165,000	74,899	180,000	210,000	629,899	
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)						
	12 Unusual grants						
	13 Total Revenue Add lines 10 through 12	165,000	74,899	180,000	210,000	629,899	
Expenses	14 Fundraising expenses						
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)						
	16 Disbursements to or for the benefit of members (attach an itemized list)						
	17 Compensation of officers, directors, and trustees						
	18 Other salaries and wages	108,500	79,905	115,000	135,000		
	19 Interest expense						
	20 Occupancy (rent, utilities, etc.)	9,000		18,000	18,000		
	21 Depreciation and depletion						
	22 Professional fees						
	23 Any expense not otherwise classified, such as program services (attach itemized list)	27,015	17,588	29,750	34,600		
	24 Total Expenses Add lines 14 through 23	144,515	97,493	162,750	187,600		

**Part IX Financial Data (Continued)****B. Balance Sheet (for your most recently completed tax year)**

		Year End:
		(Whole dollars)
<b>Assets</b>		
1	Cash . . . . .	1 2,194
2	Accounts receivable, net . . . . .	2
3	Inventories . . . . .	3
4	Bonds and notes receivable (attach an itemized list) . . . . .	4
5	Corporate stocks (attach an itemized list) . . . . .	5
6	Loans receivable (attach an itemized list) . . . . .	6
7	Other investments (attach an itemized list) . . . . .	7
8	Depreciable and depletable assets (attach an itemized list) . . . . .	8 1,608
9	Land . . . . .	9
10	Other assets (attach an itemized list) . . . . .	10
11	Total Assets (add lines 1 through 10) . . . . .	11 3,802
<b>Liabilities</b>		
12	Accounts payable . . . . .	12
13	Contributions, gifts, grants, etc. payable . . . . .	13
14	Mortgages and notes payable (attach an itemized list) . . . . .	14
15	Other liabilities (attach an itemized list) . . . . .	15 26,396
16	Total Liabilities (add lines 12 through 15) . . . . .	16 26,396
<b>Fund Balances or Net Assets</b>		
17	Total fund balances or net assets . . . . .	17 (22,594)
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17) . . . . .	18 3,802
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Part X Public Charity Status**

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. See instructions.

1 a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. ☐ Yes ☒ No

b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. ☐

2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. ☐ Yes ☐ No

3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. ☐ Yes ☐ No

4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? ☐ Yes ☐ No

5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.

The organization is not a private foundation because it is:

a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. ☐

b 509(a)(1) and 170(b)(1)(A)(ii)—a school. Complete and attach Schedule B. ☐

c 509(a)(1) and 170(b)(1)(A)(iii)—a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. ☐

d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, h, or i or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. ☐

**Part X Public Charity Status (Continued)**

- e 509(a)(4) – an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv) – an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(ix) – an agricultural research organization directly engaged in the continuous active conduct of agricultural research in conjunction with a college or university. ☐
- h 509(a)(1) and 170(b)(1)(A)(vi) – an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☐
- i 509(a)(2) – an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☒
- j A publicly supported organization, but unsure if it is described in 5h or 5i. You would like the IRS to decide the correct status. ☐

6 If you checked box h, i, or j in question 5 above, and you have been in existence more than 5 years, you must confirm your public support status. Answer line 6a if you checked box h in line 5 above. Answer line 6b if you checked box i in line 5 above. If you checked box j in line 5 above, answer both lines 6a and 6b.

- a (i) Enter 2% of line 8, column (e) on Part IX-A Statement of Revenues and Expenses \_\_\_\_\_
- (ii) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," state this.
- b (i) For each year amounts are included on lines 1, 2, and 9 of Part IX-A Statement of Revenues and Expenses, attach a list showing the name and amount received from each **disqualified person**. If the answer is "None," state this.
- (ii) For each year amounts were included on line 9 of Part IX-A Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of Line 10, Part IX-A Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," state this.

7 Did you receive any unusual grants during any of the years shown on Part IX-A Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☒ No

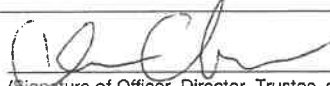
**Part XI User Fee Information and Signature**

You must include the correct user fee payment with this application. If you do not submit the correct user fee, we will not process the application and we will return it to you. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at [www.irs.gov](http://www.irs.gov) and type "Exempt Organizations User Fee" in the search box, or call Customer Account Services at 1-877-829-5500 for current information.

Enter the amount of the user fee paid: \$600.00

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please  
Sign  
Here

  
(Signature of Officer, Director, Trustee, or other  
authorized official)

Claire Chinn  
(Type or print name of signer)

Director  
(Type or print title or authority of signer)

09/26/2019  
(Date)

**Schedule B. Schools, Colleges, and Universities**

If you operate a school as an activity, complete Schedule B

**Section I Operational Information**

**1 a** Do you normally have a regularly scheduled curriculum, a regular faculty of qualified teachers, a regularly enrolled student body, and facilities where your educational activities are regularly carried on? If "No," do not complete the remainder of Schedule B. ☒ **Yes** ☐ **No**

**b** Is the primary function of your school the presentation of formal instruction? If "Yes," describe your school in terms of whether it is an elementary, secondary, college, technical, or other type of school. If "No," do not complete the remainder of Schedule B. ☒ **Yes** ☐ **No**

**2 a** Are you a public school because you are operated by a state or subdivision of a state? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B. ☐ **Yes** ☒ **No**

**b** Are you a public school because you are operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated wholly or predominantly from government funds or property. Submit a copy of your funding agreement regarding government funding. Do not complete the remainder of Schedule B. ☒ **Yes** ☐ **No**

**3** In what public school district, county, and state are you located?

**4** Were you formed or substantially expanded at the time of public school desegregation in the above school district or county? ☐ **Yes** ☐ **No**

**5** Has a state or federal administrative agency or judicial body ever determined that you are racially discriminatory? If "Yes," explain. ☐ **Yes** ☐ **No**

**6** Has your right to receive financial aid or assistance from a governmental agency ever been revoked or suspended? If "Yes," explain. ☐ **Yes** ☐ **No**

**7** Do you or will you contract with another organization to develop, build, market, or finance your facilities? If "Yes," explain how that entity is selected, explain how the terms of any contracts or other agreements are negotiated at arm's length, and explain how you determine that you will pay no more than fair market value for services. ☐ **Yes** ☐ **No**

**Note:** Make sure your answer is consistent with the information provided in Part VIII, line 7a.

**8** Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services. ☐ **Yes** ☐ **No**

**Note:** Answer "Yes" if you manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.

**Section II Establishment of Racially Nondiscriminatory Policy**Information required by **Revenue Procedure 75-50.**

**1** Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws, or by resolution of your governing body? If "Yes," state where the policy can be found or supply a copy of the policy. If "No," you must adopt a nondiscriminatory policy as to students before submitting this application. See Pub. 557. ☐ **Yes** ☐ **No**

**2** Do your brochures, application forms, advertisements, and catalogues dealing with student admissions, programs, and scholarships contain a statement of your racially nondiscriminatory policy? ☐ **Yes** ☐ **No**

**a** If "Yes," attach a representative sample of each document.

**b** If "No," by checking the box to the right you agree that all future printed materials, including website content, will contain the required nondiscriminatory policy statement. ☐

**3** Have you published a notice of your nondiscriminatory policy in a newspaper of general circulation that serves all racial segments of the community? See the instructions for specific requirements. If "No," explain. ☐ **Yes** ☐ **No**

**4** Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to admissions; use of facilities or exercise of student privileges; faculty or administrative staff; or scholarship or loan programs? If "Yes," for any of the above, explain fully. ☐ **Yes** ☐ **No**



N18 000009228

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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AUG 27 2018

T. SCOTT



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FILED  
2018 AUG 24 PM 03:32  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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## New Florida/Foreign Corporation Fees

SERVICE	PRICE
Filing Fees	\$35.00
Registered Agent Designation	\$35.00
Certified Copy (optional)	\$8.75
Certificate of Status (optional)	\$8.75
<b>TOTAL</b>	<b>\$87.50</b>

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**Public Records Notice:** Any information you submit on your document will be part of the public record and made available for public view on the Division's website.

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**ARTICLES OF INCORPORATION  
FOR  
LITTLE FRIENDS AT HAB, INCORPORATED,  
A FLORIDA NOT FOR PROFIT CORPORATION**

*The undersigned, to form a non-profit corporation for charitable and educational purposes under Sections 501(c)(3) and 501(k) of the Internal Revenue Code of 1986, as amended, and the Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes (2018), do make and adopt these Articles of Incorporation:*

**ARTICLE I  
NAME OF THE CORPORATION**

The name of the Corporation will be Little Friends At HAB, Incorporated.

**ARTICLE II  
PRINCIPAL ADDRESS**

The principal place of business and mailing address of the Corporation will be 4001 Hendricks Avenue, Jacksonville, Florida 32207. The email address for the Corporation will be Claire@HABChurch.com.

**ARTICLE III  
NOT FOR PROFIT CORPORATION**

The Corporation is formed as a corporation not for profit as defined in Section 617.01, Florida Statutes, as amended. The Corporation is organized and operated exclusively for charitable and educational purposes within the meaning of Sections 501(c)(3) and 501(k) of the Internal Revenue Code of 1986, as amended. The Corporation is not formed for pecuniary profit.

FILED  
2010 AUG 24 AM 10:32  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



**ARTICLE IV**  
**DURATION**

The duration of the Corporation is perpetual.

**ARTICLE V**  
**PURPOSES OF THE CORPORATION**

The purposes of the Corporation are to provide child care and early educational services to children of all residents of the Jacksonville, Florida community, in accordance with the provisions of Sections 501(c)(3) and 501(k) of the Internal Revenue Code of 1986, as amended, and to perform any such other purpose permitted by law to be performed by Florida not for profit corporations and as may be authorized by the Corporation's Board of Directors. Substantially all of the care provided by the Corporation is for purposes of enabling individuals to be gainfully employed and the services are available to the general public.

**ARTICLE VI**  
**LIMITATIONS**

1. No part of the net earnings, gains, or assets of the Corporation will inure to the benefit of or be distributable to its members, directors, officers, other private individuals, or to organizations organized and operated for profit (except the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as stated in Article V above).

2. The Corporation will not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended, as an organization described in Sections 501(c)(3)

and 501(k) of the Internal Revenue Code, or (b) by an organization, contributions to which are deductible under Sections 170(c)(2), 2055(a)(2), or 2522(a)(2) of the Internal Revenue Code.

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

#### **ARTICLE VII** **IN THE EVENT OF DISSOLUTION OF THE CORPORATION**

If dissolution of the Corporation occurs, after paying or providing for the payment of all lawful debts and liabilities of the Corporation, the Board of Directors will distribute all of the residual assets of the Corporation to one or more organizations that themselves are charitable and/or educational organizations exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, or will distribute those residual assets to the federal, state, or local government for exclusively public purposes. Any assets not disposed of as the time of dissolution will be disposed of by a court of competent jurisdiction in Duval County, Florida exclusively for such purposes or to such organization or organizations as the court will determine that is/are organized and operated for such or similar charitable or educational purposes.

#### **ARTICLE VIII** **MANNER OF ELECTION OF DIRECTORS**

1. The Corporation will be governed by a Board of Directors. Membership on the Board of Directors is voluntary and is based on an articulated sincere interest in the purposes of

the Corporation. Eligibility is open to all individuals with interests in the purposes of the Corporation.

2. There will only be one class of membership in the Corporation and each Member of the Corporation will be a Director of the Corporation.

3. The Corporation may grant honorary membership to any person not otherwise eligible for membership who is in some manner connected with the Corporation. Honorary members will have the same privileges as the active Member/Directors of the Corporation, except they will not have voting rights and may not hold office in the Corporation.

#### **ARTICLE IX** **INITIAL DIRECTORS AND/OR OFFICERS**

1. The following individuals will serve as the initial Directors of the Corporation:

Reese, Kyle  
4001 Hendricks Avenue  
Jacksonville, Florida 32207-6321

Daniels Jr., Lad  
4001 Hendricks Avenue  
Jacksonville, Florida 32207-6321

Chinn, Claire Kermitz  
4001 Hendricks Avenue  
Jacksonville, Florida 32207-6321

2. The initial Directors will elect the initial Officers of the Corporation.

3. The initial Directors will serve until their successors have been elected under the terms of the Bylaws of the Corporation.

**ARTICLE X**  
**BYLAWS**

The Bylaws of the Corporation are to be made and adopted by the initial Board of Directors and may thereafter be altered, amended, or rescinded by the initial or any subsequent Board of Directors. Section 607.081, Florida Statutes, as amended from time to time, will govern the Bylaws of the Corporation.

**ARTICLE XI**  
**NAME AND ADDRESS OF REGISTERED AGENT**

The name and street address of the Registered Agent of the Corporation is:

Humbert, Laraine  
1440 Live Oak Lane  
Jacksonville, Florida 32207

**ARTICLE XII**  
**THE INCORPORATORS**

The names and addresses of the Incorporators of the Corporation are:


Reese, Kyle  
4001 Hendricks Avenue  
Jacksonville, Florida 32207-6321

Daniels Jr., Lad  
4001 Hendricks Avenue  
Jacksonville, Florida 32207-6321

Chinn, Claire Kermitz  
4001 Hendricks Avenue  
Jacksonville, Florida 32207-6321  
Claire@habchurch.com

Signatures of the Incorporators:

  
\_\_\_\_\_  
Kyle Reese

  
\_\_\_\_\_  
Lad Daniels, Jr.

  
\_\_\_\_\_  
Claire Kermitz Chinn

## ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

\*\*\*\*\*

Having been named as Registered Agent to accept service of process for the above stated Corporation at the place designated in this Certificate, I am familiar with and accept the appointment as Registered Agent and agree to act in this capacity.

Laraine Humbert

Laraine Humbert  
1440 Live Oak Lane  
Jacksonville, Florida 32207

8/22/18

Date

WSACTIVELLP:9747853.1

**BYLAWS OF  
LITTLE FRIENDS AT HAB, INC.  
August 29, 2018**

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**ARTICLE I  
ORGANIZATION AND PURPOSES**

Section 1. Name. The name of this organization is **Little Friends At HAB, Inc.** (the "Corporation").

Section 2. Purposes. The purposes of the Corporation are as set forth in the Articles of Incorporation.

Section 3. Organization. The Corporation is organized as a not-for-profit corporation under the laws of the State of Florida. The Corporation is organized on a non-stock and non-membership basis. It is the intent of the incorporators that the Corporation perform at all times as an organization exempt from federal income taxation under the Internal Revenue Code.

Section 4. Offices. The Corporation will have such offices, within or without the State of Florida, as the board of Directors determines from time to time.

**ARTICLE II  
BOARD OF DIRECTORS**

Section 1. Powers and Duties of Directors. The management and direction of the affairs of the Corporation will be vested in a Board of Directors (the "Board", the "Director" or "Directors"). The Corporation will not have members. All rights granted to members under law will be vested in the members of the Board of Directors. The Board will exercise all of the powers of the Corporation, except as restricted by statute, by the Articles of Incorporation, or by these Bylaws of the Corporation. Each Director will be informed of his or her obligations and duties as a Director following his or her appointment to the Board. Unless excused by the Board, each Director will attend all regular and special meetings of the Board unless prevented by illness, duties of employment, or other cause beyond the Director's control.

Section 2. Qualifications. Directors must be natural persons 18 years of age or older.

Section 3. Number. The Board will be composed of at least three (3) and no more than five (5) persons. The Board will have the power to increase or decrease the number of Directors serving from time to time. A majority of the Board shall at all times be comprised of a majority of persons who are members of the congregation of the Hendricks Avenue Baptist Church. Directors need not be residents of Florida.

Section 4. Appointment. The Incorporators will have the power to appoint the initial Directors. Thereafter, the Board will have the power to elect additional Directors by a majority vote. The Board will strive to recruit and appoint individual community

members who represent diverse interests within the community to serve as Directors with the goal of maintaining a Board that represents the community.

Section 5. Compensation. Directors will serve without compensation for their services.

Section 6. Honorary Directors. Honorary Directors may be nominated by any Director and will be appointed by majority vote of the Board. Honorary Directors will serve as non-voting Directors. An Honorary Director may be any individual deemed worthy of this recognition because of his or her outstanding service to the Corporation or to the community.

Section 7. Terms of Directors. Each Director will serve until the earlier of his or her removal, resignation, or the appointment of his or her successor.

Section 8. Removal of Directors. The Board may remove any Director with or without cause.

Section 9. Resignation. A Director may resign at any time by delivering written notice to the Board of Directors or President. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 10. Duties of Directors. A Director will perform the duties of Director, including the duties as a member of any committee of the Board upon which such Director serves, in good faith, in a manner reasonable believed to be in the best interest of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

Section 11. Director's Duty Remains. Neither the creation of any committee, the delegation of authority to any committee, nor action by any committee will alone constitute compliance by any Director not a member of such committee with such Director's obligation to act in good faith, in a manner reasonably believed to be in the best interest of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

Section 12. Director Conflicts of Interest. No contract or other transaction between the Corporation and one or more of its Directors, or any other corporation, firm, association, or entity in which one or more of its Directors are directors or officers or are financially interested will be void or voidable because of such relationship or interest, because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because the votes of such Director or Directors are counted for such purpose, if:

(a) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors, all in the manner provide by law; or

(b) the contract or transaction is fair and reasonable to the Corporation when it is authorized by the Board or committee.



Little Friends at HAB, Incorporated  
83-1735237  
Form 1023, Part IV

#### Narrative Description of Activities

Little Friends at HAB, Inc. (Little Friends) was incorporated August 24, 2018 and began operations as a child care facility and preschool about that time. Little Friends holds a Child Care Facility License from Florida Department of Children and Families. Little Friends also operates a VPK (pre-kindergarten) program under a contract with State of Florida – Early Learning Coalition.

Little Friends is open to children 6-weeks to 5 years of age. The preschool hours are 9:00 a.m. to 1:00 p.m. weekdays, during the school year, with an extended day program (8:00 a.m. to 5:00 p.m.). Different enrollment programs are available including 2 day/week, 3 day/week and 5 day/week. Early drop off and extended day is also available. Monthly rates vary depending on the enrollment program selected. VPK students do not pay as Little Friends is reimbursed by the State of Florida under the contract.

At present, Little Friends has 6 teachers and 31 students (including 7 in the VPK program). For the younger children, the curriculum is based on monthly themes that include Colors, Letters, Nature, Gardening or Construction. The curriculum also includes a Music and Arts Integrated Program (MAP) and is geared to teaching the whole child (mental, social, cognitive and physical). The VPK program uses curriculums approved by the Early Learning Coalition; in particular, Wee One and Learning Box.

Little Friends operates under a lease with Hendricks Avenue Baptist Church in Jacksonville, Florida and utilizes the Church campus facilities.

Little Friends at HAB, Incorporated  
83-1735237  
Form 1023, Part V, Line 1a

Name	Title	Mailing Address	Compensation	Hours/Week	Qualifications/Duties
Juliette Mason	President	947 Greenridge Road Jacksonville, FL 32207	None	2	Professional fundraiser, has chaired various nonprofit Boards
Julie Carter	Secretary	7250 Secret Woods Trail Jacksonville, FL 32216	None	2	Educator, Record Keeping, Board governance
Amy Reese	Treasurer	2451 Sedgwick Place Jacksonville, FL 32217	None	2	Personnel Manager, former Elementary teacher
Julie Maszy	Board Member	400 East Bay Street, #307 Jacksonville, FL 32202	None	2	Parent, Board governance
Claire Chinn	Director	4163 Gadsden Road Jacksonville, FL 32207	None	16	Previously directed a child-care facility, Operating Director

Little Friends at HAB, Incorporated  
83-1735237  
Form 1023, Part IX, A. Statement of Revenues and Expenses

Line 23, Expenses not otherwise classified

	Column a	Column b	Column c	Column d
Payroll taxes	9,765	7,555	10,350	12,600
Insurance	3,000	1,942	3,200	3,600
Training and background checks	5,500	3,975	6,000	7,200
Advertising	750	424	1,000	1,000
Dues and fees	1,000	350	1,200	1,200
Supplies	6,500	3,040	7,500	8,500
Taxes and licenses	500	302	500	500
	27,015	17,588	29,750	34,600

Form 1023, Part IX, B. Balance Sheet

Line 8, Depreciable asset

Computer 1,608

Line 15, Other Liabilities

Accrued and withheld  
payroll taxes 1,103  
Due to Hendricks Avenue  
Baptist Church 25,293  
26,396

Little Friends at HAB, Incorporated  
83-1735237  
Form 1023, Other Responses

Part VI, Line 1a

The purpose of Little Friends at HAB, Inc. is to provide child care and early educational services to children of all residents of the Jacksonville, Florida community.

Part VI, Line 3

It is possible that individuals who receive services from Little Friends at HAB, Inc. have family or business relationships with officers or directors of the Corporation. These individuals would be eligible for services under the same terms and conditions as are all other members of the community. No special consideration is given to individuals who receive services from Little Friends at HAB, Inc. who have family or business relationships with officers or directors of the Corporation.

Part VIII, Line 4a

Little Friends at HAB, Inc. has not undertaken any fundraising activities. While there are no immediate plans to undertake fundraising, it is possible that such activities may be undertaken in the future.

Part VIII, Line 4d

Any future fundraising activities would be limited to the Jacksonville, Florida area.

Part VIII, Line 15

Little Friends at HAB, Inc. has a close connection with Hendricks Avenue Baptist Church, a Florida not for profit Corporation. Little Friends operates using the facilities of Hendricks Avenue Baptist Church under a lease agreement. For year one, rents have been waived. In future years, the rent amount will be adjusted to fair market value as the resources of Little Friends allow. A copy of the lease agreement is attached.

Part X, Line 6b(i)

For the year ended July 31, 2019, \$22,768 was received as contributions from Hendricks Avenue Baptist Church.

Part X, Line 6b(ii)

None

Little Friends at HAB, Incorporated  
83-1735237  
Form 1023, Other Responses (Continued)

Schedule B, Section I, Line 1b

Little Friends is a preschool serving children from 6-weeks to 5 years of age. For the older students, Little Friends operates a VPK (pre-kindergarten) program under contract with State of Florida – Early Learning Coalition, which approves the curriculum.

# **Conflict-of-Interest Policy Statement**

## **Little Friends At HAB, Inc.**

### **Article I. Purpose**

The purpose of a conflict-of-interest policy is to protect an organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of one of its officers or directors, or might result in a possible excess benefit transaction. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest and is applicable to Little Friends At HAB, Inc.

### **Article II. Definitions**

#### **1. Interested Person**

An Interested Person is any director, principal officer, or member of a committee with governing board-delegated powers of Little Friends who has a direct or indirect Financial Interest, as defined below.

#### **2. Financial Interest**

A person has a Financial Interest if the individual has, directly or indirectly, any actual or potential ownership, investment, or compensation arrangement with Little Friends or with any entity that conducts transactions with Little Friends.

A Financial Interest is not necessarily a conflict of interest in all cases. Under Article III, Section 2 of IRS Form 1023, a person with a Financial Interest may have a conflict of interest only if the appropriate governing board of Little Friends decides that a conflict of interest exists.

### **Article III. Procedures**

#### **3. Duty to disclose**

In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of the Financial Interest and be given the opportunity to disclose all material facts to the Directors of Little Friends and to members of the committees of Little Friends with governing board-delegated powers considering the proposed transaction or arrangement. In an effort to aid such disclosure, each member (board, committee, or staff) shall complete a conflict-of-interest questionnaire as circumstances warrant, but no less frequently than annually.

#### **4. Determining whether a conflict of interest exists**

The Board of Directors of Little Friends shall review each member questionnaire and any other disclosures regarding the Financial Interests of its members. After disclosure of the Financial Interest, the Interested Person shall leave the Board meeting while the remaining Board members discuss and vote on whether a conflict of interest exists.

## **5. Procedures for addressing the conflict of interest**

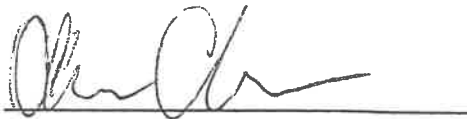
After exercising due diligence, the Board of Directors of Little Friends shall determine whether the organization can obtain with reasonable effort a more advantageous transaction or arrangement from a person or entity that would not produce a conflict of interest. The Interested Person shall not be present in the room during the determination.

If an alternative transaction or arrangement is not possible, the Board of Directors of Little Friends shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the best interests of Little Friends, for its own benefit, and fair and reasonable. Based on these determinations, the Board of Directors of Little Friends shall make its decision on whether to enter into the transaction or arrangement.

## **6. Disciplinary action**

If the Board of Directors of Little Friends has reason to believe an individual has failed to disclose actual or potential conflicts of interest, it will inform the member and allow him/her to explain the alleged failure to disclose. If the Board of Directors of Little Friends still has reason to believe a conflict of interest exists after the alleged conflict is explained, it will take appropriate corrective action.

**Adopted this 29th day of August, 2018, by the duly constituted initial Directors/Incorporators of Little Friends At HAB, Inc., a Florida not for profit corporation.**

A handwritten signature in black ink, appearing to read 'Claire Kermitz Chinn', written over a horizontal line.

**Claire Kermitz Chinn**  
**Interim Secretary of the Corporation.**

# **LITTLE FRIENDS OF HENDRICKS AVENUE BAPTIST CHURCH**

## **WHISTLE BLOWER POLICY**

### **A. Code of Conduct**

Little Friends requires all directors, employees and volunteers ("representatives") to observe the highest standard of professionalism and ethics in the conduct of their duties and responsibilities. All representatives of Little Friends must comply with all policies of Little Friends, fulfill their duties and responsibilities with honesty and integrity and comply with all laws and regulations.

### **B. Whistle-Blower Policy**

#### **1. Reporting Responsibility**

All representatives have the responsibility to report violations or suspected violations of the Code of Conduct and the Conflicts of Interest Policy ("Violations") in accordance with this Whistle blowing Policy.

#### **2. No Retaliation**

This Whistle-Blowing Policy is intended to encourage and enable representatives to report retaliation, or in the case of an employee, to prevent suffering any adverse employment consequences. Any representative who retaliates against someone for reporting a Violation in good faith is subject to discipline, including dismissal from his or her position with Little Friends. No representative who in good faith reports a violation shall suffer any adverse consequences.

#### **3. Reporting Violations**

Employees should present a Violation to his or her supervisor. If any employee, however, is not comfortable talking with his or her supervisor, or if after talking with his or her supervisor continues to have reasonable grounds to believe a Violation has occurred, shall report the violation to the Chair of the Board of Directors of Little Friends.

Directors and volunteers shall present violations to the Chair of the Board of Directors of Little Friends.

#### **4. Handling of Reported Violations**

All reports will be promptly investigated and appropriate corrective action taken if warranted by such investigation. Chair of the Board of Directors shall notify the sender of the report and acknowledge receipt of the Violation within five business days of its receipt. The Chair of the Board of Directors shall also notify the Board of Directors of such report and any action taken.

#### **5. Acting in Good Faith**

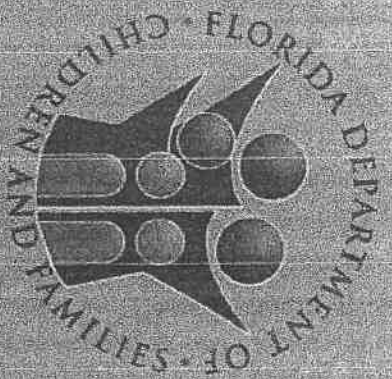
Anyone reporting a Violation must be acting in good faith and have reasonable grounds for believing that the information disclosed indicates a Violation. Any allegations that prove to be



false or unsubstantiated, and that prove to have been made maliciously or knowingly, will be viewed as a serious offense requiring disciplinary action, including dismissal from the organization.

#### 6. Confidentiality

To the extent possible, reports of Violations, and investigation pertaining to such Violations, shall be kept confidential consistent with the need to conduct an adequate investigation. Disclosure of reports of Violations to individuals not involved in the investigation will be viewed as a serious disciplinary offense and may result in discipline including dismissal from the Organization.



Annual



State of Florida

Licensing Agency:  
Department of Children and  
Families, Child Care Regulation &  
Background Screening

5920 Arlington Expressway  
Jacksonville, Florida 32211  
(904) 485-9564

# Child Care Facility Certificate of License

Name of Facility: Little Friends at HAB

Certificate Number: C04DU1318

County: Duval

Address: 4001 Hendricks Avenue

City: Jacksonville

Zip: 32207

Owner: Little Friends at HAB, Incorporated

The Department of Children and Families being satisfied that this child care facility has complied with Chapter 65C-22, Florida Administrative Code, Child Care Facility Standards, adopted by the Department and authorized in sections 402.301-402.319, Florida Statutes, approves an Annual license to operate this child care facility.

This certificate is effective

August 13, 2019 Through August 12, 2020

*This license may be revoked or suspended for cause.*

Maximum licensed Capacity: 45

Hours of Operation:

Mon	Tue	Wed	Thu	Fri	Sat	Sun
07:30AM - 05:30PM	07:30AM - 05:30PM	07:30AM - 05:30PM	07:30AM - 05:30PM	07:30AM - 05:30PM		

CF-FSP 5115

*[Signature]*  
Region Administrator or Designee  
AW



**STATE OF FLORIDA  
STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER  
CONTRACT  
FORM OEL-VPK 20**

**I. PARTIES AND TERMS OF CONTRACT**

1. **Parties.** This Contract is made and entered into this 12th day of August 20 19 by and between the Early Learning Coalition of Duval (herein referred to as "COALITION"), and Hendricks Avenue Baptist Church (doing business as, if applicable) Little Friends at HAB (herein referred to as "PROVIDER"), with its principal office located at 4001 HENDRICKS AVE, JACKSONVILLE, FL, 32207-6321 and its provider physical site address (if the single site provider physical site address is different from principal office address) located at 4001 HENDRICKS AVE, JACKSONVILLE, FL, 32207.

- a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
- b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter PROVIDER shall include each entity listed in Exhibit 1.
- c. **Identification Number.** Insert PROVIDER'S ☒ EIN ☐ SSN  
here: 590711173

PROVIDER's EIN (Employer Identification Number) or SSN (Social Security Number) is requested in accordance with ss.119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Office of Early Learning and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as a VPK provider, for reporting those payments for federal tax purposes, and for routine identification.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. This Contract is to engage an eligible provider to provide VPK services to eligible VPK children. PROVIDER will receive payment based on Legislative appropriations, the Office's Uniform Attendance Policy for Payment (Rule 6M-8.204, Florida Administrative Code (F.A.C.)), and a child's attendance certified by the parent and provider (Rule 6M- 8.305, F.A.C.).
3. **Term.** This Contract applies to the 20 19 - 20 20 VPK program year. PROVIDER shall offer a school-year program and/or a summer program. This Contract begins on 8/12/2019, or on the date on which the Contract is signed and dated by the last party required to sign the Contract, whichever occurs last, and expires upon completion of the VPK instructional hours

who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

**c. Eligibility pursuant to s. 1002.91(7), F.S.** PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

**d. Eligibility pursuant to the successful completion of terms of prior contract.** PROVIDER agrees to successfully complete corrective action due to noncompliance determinations from a prior Contract, as applicable, for the duration of this Contract.

8. **Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Office of Early Learning, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in Paragraph 63 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION that fail to comply with all VPK qualifications and requirements shall result in financial consequences referenced in Paragraph 50 and corrective action referenced in Paragraph 53.

### **III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK**

9. **Child Enrollment.** PROVIDER agrees to enroll eligible children for the VPK Program only with authorization from COALITION. PROVIDER agrees to obtain and complete, with parent, an eligibility certificate form (Form OEL-VPK 02 or Form OEL-VPK 04). In the event that PROVIDER has multiple locations, PROVIDER may only change the location where the child is served in accordance with the reenrollment requirements established in Rule 6M-8.210, F.A.C.
10. **Adherence to Requirements.**
  - a. Provider agrees to deliver the VPK Program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Contract.
  - b. Provider agrees to participate in a VPK orientation prior to the execution of the VPK contract if offered by the coalition.
11. **Assessment.** PROVIDER agrees to implement the Voluntary Prekindergarten pre- and post-assessment in accordance with s. 1002.67(3), F.S., and rules 6A-1.09433 and 6M-8.620, F.A.C. Individuals administering the pre- and post-assessment shall meet the qualifications established in rule. PROVIDER must register each year to access the Bright Beginnings website at <https://brightbeginningsfl.org/Register.aspx>. The PROVIDER shall order pre- and post-assessment materials as needed and submit assessment scores by logging into the Bright Beginnings website by the deadlines established in rule which are based on the PROVIDER's VPK class schedule approved by the COALITION. VPK child assessment records shall be maintained in accordance with Paragraph 33 of this Contract. For providers not previously issued a provider ID, the early learning coalition will request the provider ID on behalf of the provider.
12. **Curricula.** PROVIDER agrees that it will implement curricula to deliver VPK Program instruction which:
  - a. Are developmentally appropriate;

is eligible to work in the VPK provider's setting. The VPK class size shall not exceed the approved capacity of the physical space where instruction is provided.

19. **Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C. may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. The time that any substitute instructors that do not meet the credentials of a lead instructor may replace a lead instructor is limited to 30 percent of the VPK Program's total instructional hours in a VPK class.
20. **Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
21. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., to submit information and updates regarding the VPK Program. The PROVIDER shall execute this Contract on the Provider Portal found on <https://providerservices.floridaearlylearning.com>.
22. **Rilya Wilson Act and At-Risk Children.** PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s.39.604,F.S.) for each at-risk child under the age of school entry who is enrolled in the Voluntary Prekindergarten Education Program.
23. **VPK Logo.** PROVIDER may use the registered VPK logo in conjunction with the operation of the VPK program in advertisements, letterhead, educational and promotional materials. PROVIDER agrees to comply with the VPK Logotype Usage and Brand Guidelines (Form OEL-VPK 20B) and must cease use of the VPK logo once services under this contract are suspended or terminated. Form OEL-VPK 20B can be found at the following web address: [http://www.floridaearlylearning.com/Content/Uploads/floridaearlylearning.com/files/VPK/Form\\_OELVPK%2020B\\_Final\\_ADA%20\(1\)\\_2.pdf](http://www.floridaearlylearning.com/Content/Uploads/floridaearlylearning.com/files/VPK/Form_OELVPK%2020B_Final_ADA%20(1)_2.pdf)

**24. Provider Deliverables**

Deliverable	Provider Type	Task and Activities	Due Date
VPK instructional hours; 540 for school year programs and/or 300 for summer programs	Private and Public	Child enrollment activities per paragraph 9	For the term of this Contract
		Implementation of curricula per the requirements in paragraph 12	
		Instructor Requirements per paragraphs 17-19	

prescribed by the coalition or school district.

27. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a *child certificate of eligibility* (Form OEL-VPK 02), as described in Rule 6M-8.201, F.A.C. or a *certificate of eligibility for reenrollment* (Form OEL-VPK 04), as described in Rule 6M-8.210, F.A.C., for each eligible child who's parent applies for the VPK program or a reenrollment through the Family Portal.
28. **Limitations on Authority.** COALITION shall not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.

## V. MONITORING, AUDITING, AND ACCESS

29. **Monitoring.** PROVIDER understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program, and that COALITION or school district (as applicable) will monitor PROVIDER for compliance with the requirements of offering the VPK Program.
30. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.
31. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Office of Early Learning.

## VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

32. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. Information associated with the VPK Program shall only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the purpose of implementing the VPK Program as described in s. 1002.72 (3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.72, F.S.
33. **Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records for children funded by the VPK Program; records of each VPK child, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
34. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 33, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all VPK records required to be maintained under Paragraph 33 to COALITION no later than the close of business on the day PROVIDER ceases to offer the

### School Year Program

☐ PROVIDER elects to receive monthly advance payments for the school year program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.

☒ PROVIDER elects **not** to receive monthly advance payments for the school year program.

or

☐ PROVIDER does not intend to offer the school year program.

### Summer Program

☐ PROVIDER elects to receive monthly advance payments for the summer program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Office of Early Learning.

☐ PROVIDER elects **not** to receive monthly advance payments for the summer program.

or

☒ PROVIDER does **not** intend to offer the summer program.

**41. Final Payment.** PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK Program in accordance with the rules of the Office of Early Learning.

**42. Overpayment.** PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts. The PROVIDER understands that in the event where the EIN has changed or a change of ownership has occurred and the previous owner has not completed repayment, the PROVIDER accepts financial responsibility for any outstanding balance as a result of the cumulative attendance recorded for each child enrolled in the VPK program.

**43. Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance certification in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to

meets the readiness rate. Failure to do so will result in the termination of PROVIDER's contract and the PROVIDER losing eligibility to deliver the VPK Program for five (5) years.

## **IX. FINANCIAL CONSEQUENCES**

- 51. Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this Contract, or terminate the Contract.

## **X. NONDISCRIMINATION**

- 52. Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

## **XI. TERMINATION AND NONCOMPLIANCE**

- 53. Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK Program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. ("Corrective action" means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 60. Upon determining that the PROVIDER has completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this Contract, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions if the PROVIDER remains eligible to deliver VPK and executes a new contract with the COALITION.

- 54. Termination for Cause.**

**a. Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; or cited for a Class I violation by the Department of Children and Families or local licensing agency as applicable (b) The material failure to comply with one or more of the terms of this Contract, including failure to implement corrective action; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 59.

**b. Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must



unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented VPK hours completed prior to termination of this Contract.

**59. Fraud.**

**a. Suspension for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 59. This review shall be limited to a determination of whether the COALITION has reasonable belief fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

**b. Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of 5 years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.

**c. Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

**60. Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.75(1), PROVIDER may not offer any VPK Program services while a request for a review regarding termination of PROVIDER's VPK Statewide Contract is being examined.

**61. Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit I to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of Exhibit I showing any stricken locations to PROVIDER. This Contract will remain in force and effect as to all locations in Exhibit I which are not stricken.

**62. Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that

67. **Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, Office of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), this paragraph is limited to the extent permitted by s. 768.28, F.S.

#### **XIV. SEVERABILITY**

68. **Severability.** If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

#### **XV. AMENDMENTS**

69. **Only Authorized Amendments.** Only authorized attachments, amendments, or supplements to this Contract are authorized or permitted including those specifically incorporated by reference in this form, such as Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; Form OEL-VPK 20A, Amendment to the Statewide Voluntary Prekindergarten Provider Contract; and Form OEL-VPK 20PP or Form OEL-VPK 20PS, as described in paragraph 7.

#### **XV. EXECUTION OF CONTRACT**

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

**Warranty of Authority.** Each person signing this contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

### Exhibit 1: Provider Location List

**Provider Legal Name:** Hendricks Avenue Baptist Church (doing business as) Little Friends at HAB

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit “Not Applicable” in the box below.



**Not Applicable**

If PROVIDER is a school district executing a single Contract on behalf of multiple public school VPK providers or if PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION’s service area, PROVIDER shall complete a Provider Location List in a table format with the following columns:

- A. Location Number (optional)
- B. Location Legal Name
- C. Doing Business As Name (if applicable)
- D. Physical Address
- E. Employer Identification Number (EIN)
- F. School Year (Y/N)
- G. Summer (Y/N)
- H. Official Use Only (for coalition use)

**b. Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

**c. Date and Location Selection.** Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

**d. Conducting the Review Hearing.** The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

**e. Notice of Review Hearing Committee Decision.** Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its' deliberations, the Review Hearing Committee must determine:

**i.** If the determination made by the Coalition was correct, in whole or in part, or incorrect.

**ii.** If no part of the determination made by the Coalition was correct, then the provider is not required to take further action.

**iii.** If any part of the determination made by the Coalition is correct, the Committee must identify the portion(s) determined to be correct and as applicable, decide:

**A.** If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action (s); or

**B.** If the provider's eligibility to offer the Voluntary Prekindergarten Education



**STATE OF FLORIDA  
STATEWIDE VOLUNTARY PREKINDERGARTEN  
PROVIDER CONTRACT  
PRIVATE PROVIDER ATTACHMENT FORM OEL-VPK 20PP**

**I. PARTIES AND TERMS OF CONTRACT ATTACHMENT**

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the 12th day of August, 2019, by and between the Early Learning Coalition of Duval (herein referred to as "COALITION"), and Hendricks Avenue Baptist Church (herein referred to as "PROVIDER"), (doing business as, if applicable) Little Friends at HAB with its principal offices located at 4001 HENDRICKS AVE, JACKSONVILLE, FL, 32207-6321.
2. **Provider Type.** This attachment is designed for use by private providers. PROVIDER must check the box to indicate PROVIDER type:
  - ☒ A child care facility licensed under s. 402.305, F.S.
  - ☐ A family day care home licensed under s. 402.313, F.S.
  - ☐ A large family child care home licensed under s. 402.3131, F.S.
  - ☐ A nonpublic school exempt from licensure under s. 402.3025(2), F.S., that also either holds a current Gold Seal Quality Care designation under s. 402.281 F.S., or accredited by an accrediting association under s. 1002.55(3)(b)1., F.S.
  - ☐ A faith-based child care provider exempt from licensure under s. 402.316, F.S., that also either holds a current Gold Seal Quality Care designation under s. 402.281 F.S., or accredited by an accrediting association under s. 1002.55(3)(b)1., F.S.

**II. PRIVATE PROVIDER REQUIREMENTS**

3. **Additional Provisions.** PROVIDER understands that the following provisions of this Attachment are required in addition to those in the Contract to fulfill its obligation to offer the VPK program, and that COALITION will monitor PROVIDER to ensure the conditions of offering the VPK program are met. Failure on the part of PROVIDER to comply with these provisions may result in the termination of this Contract by COALITION and PROVIDER's ineligibility to offer the VPK program for five (5) years.
4. **VPK Director.** At each VPK site, PROVIDER agrees that it has a prekindergarten director, for the majority of hours in which VPK instructional hours are being delivered, as required by s. 1002.57, F.S., who has one of the following credentials:
  - a. A child care facility director credential approved by the DCF under s. 402.305(2)(f), F.S., if the child care facility director credential was issued before December 31, 2006; or
  - b. A VPK director credential approved by the Office of Early Learning under s. 1002.57, F.S., if the child care facility director credential is issued after December 31, 2006.



State of Florida  
**VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM**  
**STATEWIDE PROVIDER REGISTRATION APPLICATION**

Program Year: 2019 - 2020

☒ New Application ☐ No Change  
☐ Updated Application & Date: 08/01/2019

**I. PRIVATE PROVIDER/ PUBLIC SCHOOL INFORMATION**

Type or print in black or blue ink

1. Provider Name (as on DCF license or accreditation certificate): Little Friends at HAB		
2. Employer Identification Number (EIN <sup>1</sup> ) 590711173	3. DCF Identification Number or Exemption Number C04DU1318	
4. Address of VPK Site (number and street) 4001 HENDRICKS AVE		
5. City JACKSONVILLE	6. County Duval	7. Zip Code 32207
8. Daytime Phone Number 9044248490	9. Fax Number	10. Email Address (VPK site) claire@habchurch.com
11. Mailing Address (if different from VPK Site) 4001 HENDRICKS AVE		<input checked="" type="checkbox"/> Same as VPK Site
12. City JACKSONVILLE	13. State FL	14. Zip Code 322076321
15. Owner or School District Staff Claire Kermitz	16. Owner Corporate Name (if applicable) Hendricks Avenue Baptist Church	17. Daytime Phone Number 9044248490

<sup>1</sup> NOTE – See the Privacy Act Statement concerning EINs and Social Security Numbers on page 1 of the instructions accompanying this application.

**II. TYPE OF SETTING AND LICENSING INFORMATION**

Submit written documentation of items 18-19 as applicable

18. Type of Setting (check one):		
<b>Licensed Private Provider:</b> <input checked="" type="checkbox"/> Child Care Facility <input type="checkbox"/> Family Day Care Home <input type="checkbox"/> Large Family Child Care Home <input type="checkbox"/> Private School	<b>Non-Licensed Private Provider (must be license-exempt &amp; accredited):</b> <input type="checkbox"/> Faith-Based Child Care (exempt under s.402.316, F.S.) <input type="checkbox"/> Faith-Based Private School (exempt under s. 402.3025, F.S., or s.402.316, F.S.) <input type="checkbox"/> Nonreligious Private School (exempt under s. 402.3025, F.S.)	<b>Public School:</b> <input type="checkbox"/> Public School (licensed or district approved charter school) <input type="checkbox"/> Public School (exempt from licensure under s. 402.3025, F.S.)
19. Specialized Program Type (if applicable): <input type="checkbox"/> Head Start <input type="checkbox"/> Charter School	20. District and School Number (public school only)	21. Total Child Capacity 45

**III. ACCREDITATION INFORMATION**

Required for license exempt private providers. Voluntary for all other providers.

If the provider is accredited by an accrediting agency that is a member of one of the organizations listed below or in s. 1002.55(3)(b), F.S., <u>submit written documentation of the accreditation</u> (e.g. accreditation certificate). If not accredited by a member agency of those listed below, <u>submit a copy of the official Gold Seal Quality Care Designation certificate</u> issued by the Department of Children and Family Services.	
22. Provider's accrediting agency is a member of: <input type="checkbox"/> National Council for Private School Accreditation <input type="checkbox"/> Florida Association of Academic Nonpublic Schools <input type="checkbox"/> Southern Association of Colleges and Schools <input type="checkbox"/> Other (see section 1002.55(3)(b), F.S.): _____ <input type="checkbox"/> None of the above (Using Gold Seal Quality Care Designation)	23. Name of Accrediting Agency Florida Department of Education 24. Certificate Expiration Date

**IV. DIRECTOR OR PRINCIPAL INFORMATION**

Private Providers: Submit written documentation of items 28 – 31.

25. Full Name Claire Kermitz	26. Daytime Phone Number 9044248490	27. Email Address claire@habchurch.com
28. Director Credential Type: <input checked="" type="checkbox"/> VPK Director Credential <input type="checkbox"/> Child Care Facility Director Credential (if completed by December 31, 2006)		29. Credential Issue Date 03/28/2019
30. Director Credential Certificate Number 6050711		31. Credential Expiration Date 03/28/2024

I have examined this application and, to the best of my knowledge and belief, the information provided is true and correct. If any of this information changes, I understand that the provider must submit updated information to the coalition in writing within 14 days of the change. I also understand that the provider is encouraged to submit updated information before a change is implemented as the provider may be out of compliance with the requirements of the VPK Program if the changes are implemented before the coalition approves of the changes.

32. Signature of Authorized Representative	<input checked="" type="checkbox"/> By Electronic Signature	33. Date 08/01/2019
34. Print Name of Authorized Representative Claire Kermitz		35. Daytime Phone Number 9044248490

**OFFICIAL USE ONLY**

Process Agent mzurita@elcduval.org	Date 08/01/2019	Process Manager kbragg@elcduval.org	Date 08/01/2019
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