EARLY LEARNING COALITION of Broward County, Inc.
Early Learning, Early Success.

Executive Meeting Agenda
September 29, 2026, at 1:30 PM
(Immediately following the Finance meeting)
Zoom Meeting

Meeting ID: 828 6018 5386 Passcode: 301368
https://us06web.zoom.us/j/82860185386?pwd=BWjLMNPmjDU47lbfoqzKDafjEmnN3t.1

Members are reminded of conflict-of-interest provisions. In declaring a conflict, please refrain from voting or discussing and declare the following information: 1) Your name and position on the Board, 2) The nature of the conflict, and 3) Who will gain or lose as a result of the conflict. Please also fill out Form 8B prior to the meeting.

		PAGE	
1.	**Call to Order**		Laurie Sallarulo, Chair
2.	**Roll Call**		Melody Martinez, Board Liaison
3.	**Chair Report**		Laurie Sallarulo, Chair
4.	**CEO Report**	**3**	Renee Jaffe, CEO
5.	**Consent Agenda** 1. Approve May 5, 2026, Committee meeting minutes 2. EXC271CA1- Authorize Sole Source Award for FY27 AELC Membership Dues 3. EXC271CA2- Approve FY27 Purchase Order Renewal for Cellular Services 4. EXC271CA3- Approve Amendment 1 to Children's Forum INCENTIVE$ Program Sub Recipient Agreement to correct Scrivener's Error	 **5** **8** **10** **11**	 Laurie Sallarulo, Chair
6.	**Regular Business** 1. EXC271RB1- Approve CEO Performance Evaluation Results and Related CEO Salary Discussion 2. EXC271RB2- Review Strategic Plan Results for FY 26 Year 4 Q4 3. EXC271RB3- Approve Termination of Related Party Lease Agreement for space at Gulfstream Center for Excellence with Broward County Public Schools 4. EXC271RB4- Approve Related Party 3-year Lease Agreement for space at Broward Estates Learning Center with Broward County Public Schools 5. EXC271RB5- Ratify 2026-2027 CSC Renewal Agreement for Financially Assisted Child Care 6. EXC271RB6- Ratify 2026-2027 CSC Renewal Agreement for Vulnerable Populations Programs 7. EXC271RB7- Ratify 2026-2027 Broward County Renewal Agreement for Subsidized Child Care 8. EXC271RB8- Ratify 2025-2026 Broward County Budget Increase Amendment for Subsidized Child Care 9. EXC271RB9- Ratify 2026-2027 City of Pompano Beach Agreement for School Readiness Match Funding 10. EXC271RB10- Supporting Providers with Access to Low Cost Substitute Teacher	 **14** **31** **34** **38** **75** **78** **81** **85** **86** **88**	 Christine Klima, CAO Hubert Cesar, COO Christine Klima, CAO
7.	**FYI** • FYI-1 Contract List • FYI-2 Board Engagement Calendar • FYI-3 Board Calendar FY 26/27 • FYI-4 Committee Member List FY 26/27 • FYI-5 Executive Committee Meeting Attendance FY 25/26 • FYI-6 Executive Committee Meeting Attendance FY 26/27	 **89** **90** **92** **93** **94** **95**	
8.	**Unfinished Business** **New Business** **Matters from our Partners** **Public Comment**		
9.	**Next Executive Committee Meeting: October 27, 2026**		
10.	**Adjourn**		

Please Note: *The Agenda is subject to revisions and additions at the discretion of the Chair of the Coalition. Notification will be sent of any such revisions or additions.* ***Members of the Public:*** *Please sign up by sending an email to Publiccommentssignup@elcbroward.org . Public comments regarding any agenda item must be submitted no later than five minutes after the Coalition meeting has been called to order.*

"As per §286.0105, Fla. Stat., Any person who decides to appeal any decision of the Board with respect to any matter considered at this meeting will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based."

CEO Report
Exec- Sept. 29, 2026

School Readiness (SR) Enrollment Update
In fiscal year 2026, the organization experienced sustained growth in enrollment, driven by strong community demand and continued outreach efforts. This upward trajectory culminated in April and May, when our monthly child census reached all-time high levels, exceeding 15,800 children served.

In response to this accelerated growth, we transitioned to a more gradual enrollment strategy to stabilize operations and ensure we are well-positioned to navigate a more fiscally constrained FY2027 budget year. This shift reflects a proactive effort to balance access with sustainability while maintaining high-quality service delivery.

As part of this refined approach, we began calling approximately 100 children from the waitlist each week, allowing us to maintain a steady and manageable pace of growth while continuing to meet community needs. In late August, the Division of Early Learning (DEL) awarded ELC Broward with an additional $4.6 million in School Readiness funding from the revert and reappropriate pool (of statewide unspent SR funding from FY 26). This additional funding has allowed us to increase our weekly selection of new children from the waitlist by 125 children weekly, going from 100 to 225 children per week. As of September 15th, our wait list was 1,433 children. Our wait time from initial application approval to being contacted is under two months (about 6 weeks).

VPK Enrollment Update
For the 2025-2026 program year, the ELC enrolled 11,795 children enrolled in the school-year program and 292 children in the summer program, for a total of 12,087 children enrolled in VPK for the program year. The school year enrollment number exceeded the Florida VPK Estimating Conference projections updated on August 6, 2026, which estimated 11,723 school year program enrollments.
As of September 15, 2026, we have11,070 children enrolled in VPK. This amount tracks with the VPK Estimating Conference's decreased number of Broward children enrolling in VPK. The Estimating Conference's school year estimate for the 2026-27school year is 12,167. We'll keep the board updated concerning enrollment throughout the rest of the school year.

Early Learning Landscape Analysis Research Project Update
We initiated the Early Learning Landscape Analysis project toward the end of the last fiscal year to gain a comprehensive understanding of Broward County's early childhood ecosystem. The analysis examines key areas including child care access, quality, affordability, workforce capacity, and family support systems.

To ensure a thorough and representative assessment, we gathered input through a combination of surveys and focus groups involving families, providers, educators, and community stakeholders.

We have recently received the first draft of the report from the Florida Chamber and are currently working closely with them and the Broward Workshop to review the findings and ensure that all available data is accurately reflected. Our goal is to provide a clear, realistic, and data-informed overview of Broward's early learning landscape, highlighting both strengths and opportunities for growth.

Stay tuned for additional updates. We look forward to sharing the completed report and its findings with the community in the near future.

Kindness Counts
Building on the success of last year's launch, the Early Learning Coalition of Broward County is excited to expand its Kindness Counts initiative, a countywide effort designed to promote kindness, empathy, and positive social emotional development among young children. To kick off this year's campaign, ELC Broward invited both the early learning community and ELC staff to vote between two kindness-themed children's books, Finding Kindness by Deborah Underwood and Irene Chan and Try a Little Kindness by Henry Cole. Following the community vote, Finding Kindness was selected as the featured book for the 2026 initiative.
Copies of the book will be distributed to participating preschool programs, culminating in a countywide simultaneous reading event on November 5. To extend learning beyond the classroom, ELC Broward is developing a

kindness activity calendar that families and early learning centers can use to encourage daily acts of kindness at home and at school.
During the month of October, the initiative will also feature various Kindness activities for VPK and four-year-old classrooms across Broward County. On November 5, we will have a synchronized reading event where all our preschools will read Finding Kindness “together” at the same time. The ELC will probably host a classroom here at our location. Through literacy, family engagement, and community participation, Kindness Counts continues to foster a culture of kindness and connection among Broward's youngest learners and their families.

Michelle Introduction
Michelle Perez is the Director of Human Resources at ELC. She has nearly 15 years of human resources experience, with a background in employee relations, talent management, benefits, compliance, and organizational development. Michelle holds both the SPHR and SHRM-CP certifications, as well as the SHRM Workplace Investigations Specialty Credential. She has earned additional certifications through Florida Atlantic University and HRCI in finance, human resources management, benefits, and compensation. Michelle earned her bachelor’s degree in psychology from Nova Southeastern University and received South Florida Business & Wealth’s 2025 Excellence in Human Resources Award. In her role at ELC, she focuses on strengthening HR practices and supporting the employees who carry out the organization’s mission.

Early Learning Coalition of Broward County, Inc.
Executive Committee Meeting Minutes
(Immediately following the Finance meeting)
June 23, 2026, at 1:30 PM
Virtual Meeting

Members in Attendance	Chair, Laurie Sallarulo; Dawn Liberta; Michael Asseff; Cindy Arenberg-Seltzer; Ellie Schrot; Renee Podolsky; Amoy Reid
Members Absent (Excused)	
Members Absent (Unexcused)	
Staff in Attendance	Renee Jaffe, CEO; Christine Klima, CAO; Hubert Cesar, COO; Allison Metsch, VP of Education; Amy Moore, VP of Family Services & Communication Engagement; Lizbeth DelVecchio, Manager, Exec. Office & Board Operations; Ancel Pratt III, Senior Dir. of Communications; Andres Calero, Accountant; Daniel Hollenbaugh, AP and Payroll Manager; Magdalena Laino, Dir. Of Operations; Megan DeGraff, Purchasing & Procurement Specialist; Reinier Potts, Financial Analyst; Roy Persaud, Accountant; Sandra Paul, Sr. Dir. of Provider Reimbursement; Stephanie Landreville, Controller
Others in Attendance	Julie Klahr, Legal Counsel

Item	**Action/Discussion**
Welcome & Call to Order	Chair Laurie Sallarulo called the meeting to order at 2:15 PM. The roll was called, and a quorum was established.
Chair Report	None
CEO Report	CEO Renee Jaffe thanked everyone who attended and participated in the two-day A Day in K event. She also shared that the Broward Early Learning Landscape Analysis has officially launched in partnership with the Florida Chamber Foundation and the Broward Workshop. Ms. Jaffe noted that updates on the project will be provided as it progresses.
Consent Agenda 1. Approve May 5, 2026, Committee meeting minutes 2. EXC266CA1- Authorize Chair to Execute FY2027 United Way School Readiness Match Funding Grant 3. EXC266CA2- Authorize Chair to Execute FY2027 Children's Forum Help Me Grow Grant Agreement 4. EXC266CA3- Authorize Chair to Execute FY2027 AD Henderson Foundation Peer Support Grant 5. EXC266CA4- Authorize Chair to Execute FY2027 Chik Fil A, LLC Provider Bootcamp Support Grant if Awarded 6. EXC266CA5- Approve FY2027 Sole Sourced Sub Recipient Award to Children's Forum for Administration of the	A **Motion** was made by Cindy Arenberg Seltzer and **Seconded** by Ellie Schrot to approve the Consent Agenda. The **Motion was unanimously approved. Motion Passed.**

Broward INCENTIVE$ Program 7. EXC266CA6- Approve FY2027 Sole Sourced Vendor Award to First Call for Help 211 Broward for Community Resource Referral Services 8. EXC266CA7- Approve FY2027 Sole Sourced Purchase Order Award to Teachstone, Inc. for CLASS® Training and Supplies 9. EXC266CA8- Approve Amendment #1 Renewing Vendor Agreement with CPR954, LLC for educator CPR training and certification services for an additional two (2) fiscal years 10. EXC266CA9- Approve Amendment #1 Renewing Vendor Agreement with Webauthor.com, LLC for CRM Software as a Service for an additional two (2) fiscal years 11. EXC266CA10- Approve 5-year General Counsel Legal Services Agreement with Goren Cherof 12. EXC266CA11- Approve 5-year Employment Law Legal Services Agreement with Bryant Miller Olive	
Regular Business **Item Added to Agenda**	A **Motion** was made by Cindy Arenberg Seltzer and **Seconded** by Dawn Liberta to Add the Scholastic Bookworms Agreement to the Agenda. The **Motion was unanimously approved. Motion Passed.** A **Motion** was made by Cindy Arenberg Seltzer and **Seconded** by Dawn Liberta to Renew the Scholastic Bookworms Agreement. The **Motion was unanimously approved. Motion Passed.**
1. EXC266RB1- Authorize Chair to Execute FY27 School Readiness and VPK Grant Agreement from DEL	**FY 2027 DEL Grant Agreement** A **Motion** was made by Cindy Arenberg Seltzer and **Seconded** by Dawn Liberta Authorize the Board Chair to execute the finalized FY 2027 DEL Grant Agreement by the Required Deadline on June 24, 2026. The **Motion was unanimously approved. Motion Passed.**

2. EXC266RB2- Approve FY2027 Related Party Agreements and Purchases	<u>**FY 2027 Estimated Related Party Purchases and Agreements**</u> A **Motion** was made by Michael Asseff and **Seconded** by Amoy Reid to Approve FY 2027 Estimated Related Party Purchases and Agreements Items D & E. The **Motion was unanimously approved. Motion Passed.** <u>**Abstentions:**</u> • Cindy Arenberg-Seltzer abstained as she is the CEO of CSC. A **Motion** was made by Amoy Reid and **Seconded** by Ellie Schrot to Approve FY 2027 Estimated Related Party Purchases and Agreements Items A, B, C, and F. The **Motion was unanimously approved. Motion Passed.**
3. EXC266RB3 - Approve Authority for staff to procure for strategic plan consultant services for a maximum of 40K.	<u>**FY27 Strategic Planning Consultant Procurement**</u> A **Motion** was made by Michael Asseff and **Seconded** by Dawn Liberta to Authorize staff to initiate and conduct a procurement process, including issuance of a Request for Proposals (RFP) if required, to select a qualified consultant to support development of the organization's next strategic plan, in an amount not to exceed $40,000. The **Motion was unanimously approved. Motion Passed.**
Unfinished Business	None
New Business	None
Matters from the CEO	None
Matters from the Committee	None
Public Comments	There was no discussion.
Next Meeting	<u>**September 29, 2026, at 1:30 PM**</u>
Adjourn	Meeting adjourned at 2:30 PM by Cindy Arenberg Seltzer

These minutes contain the action items of the Board meeting of the Early Learning Coalition of Broward. They do not include all of the Committee's discussions or comments on each matter or issue raised during the meeting. A tape recording of the meeting is held in the Coalition office. Corrections from the Committee will be taken before approval at the next meeting.

ITEM/MEETING:	EXC271CA1 / Executive Committee
DATE:	September 29, 2026
SUBJECT:	FY 2027 Sole sourced award for AELC Membership
FOR ACTION:	YES
RECOMMENDED ACTION:	Authorize Staff to issue a Notice of Sole Source Award for Annual Association of Early Learning Coalitions Membership Dues pending Board approval on October 5, 2026, and Approval by DEL
AS RECOMMENDED BY:	Staff
FINANCIAL IMPACT:	$37,275 FY27 Budget
ELC STAFF LEAD	C. Klima

Background:

The Coalition has been a member of the Association of Early Learning Coalitions (AELC) for many years as part of its commitment to remain actively engaged in statewide early learning policy, collaboration, professional development, and best-practice sharing among Florida's Early Learning Coalitions. AELC charges dues using a sliding scale based on estimated annual revenues for each Coalition.

For Fiscal Year 2026-2027, the Coalition's annual membership dues exceeded $35,000 for the first time, which triggers Florida's formal procurement requirements. DEL must also provide prior approval for all membership purchases and sole sourced purchases in excess of the procurement threshold.

Current Status:

Staff have determined that AELC is the only organization that provides membership in, and access to, the statewide association specifically established to represent and support Florida's Early Learning Coalitions.

AELC provides a unique combination of benefits that are not available from any other source, including:

- Statewide advocacy on issues impacting Florida's early learning system;
- Legislative and policy monitoring and updates;
- Collaboration and coordination among Florida's Early Learning Coalitions;
- Professional development opportunities and leadership forums;
- Operational best practices and information sharing; and
- Access to a statewide network of coalition executives and subject matter experts.

These benefits are available exclusively through membership in AELC and cannot be procured through an alternative vendor or competitive solicitation. Accordingly, staff recommends that the membership be procured as a sole source purchase.

The Notice of Intent to Award was posted on our website on August 3, 2026. The Notice of Award will be posted on October 5, 2026, pending final approval by the Board and DEL.

Recommended Action from Staff:

Authorize Staff to issue a Notice of Sole Source Award for Annual Association of Early Learning Coalitions Membership Dues pending Board approval on October 5, 2026

Supporting Documents

- Invoice for Broward FY27 Annual Dues.

ASSOCIATION OF EARLY LEARNING COALITIONS, INC.
206-B S. Monroe St.
Tallahassee, FL 32301
+18503865050

INVOICE

BILL TO
ELC of Broward
6301 NW 5th Way Ste 3400
Ft. Lauderdale, FL 33309

INVOICE # 10350
DATE 07/01/2026
DUE DATE 07/01/2026
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Annual Membership Dues 2026-27 Annual Membership Dues	1	37,375.00	37,375.00
Dues Note Please make sure to indicate how much of the payment is from unrestricted funds (if any).	1	0.00	0.00

Association of Early Learning Coalitions, Inc. understands that any payment of membership dues, subscriptions or licensing fees by ELC, the records of which are maintained at the ELC shall be public records pursuant to s. 119.01 (3), F.S. This public records requirement applies only to the portion of activities of the organization(s) that pertain to the public federal/state grant programs the ELC funded.

BALANCE DUE **$37,375.00**

ITEM/MEETING:	EXC271CA2 / Executive Committee
DATE:	September 29, 2026
SUBJECT:	FY27 Purchase Order Renewal for Cellular Services
FOR ACTION:	YES
RECOMMENDED ACTION:	Authorize FY27 Purchase Order to access AT&T Florida State Term Contract for Coalition Cellular Services
AS RECOMMENDED BY:	Staff
FINANCIAL IMPACT:	Not to Exceed $95,000 FY27 Budget
ELC STAFF LEAD	C. Klima

Background:

In FY 2022 staff selected ATT through a public procurement for State Term Contracted Vendor cellular services. As an eligible user of State Term Contract Vendors, the Coalition can leverage the terms of the State's Master Agreement with the vendor to avoid protracted contract compliance negotiations with a large global vendor such as AT&T and streamline service negotiations using a simple purchase order process. The procurement locked in pricing for a period of five (5) fiscal years between July 1, 2022, and June 30, 2027.

Current Status:

Coalition staff that travel or work in multiple locations such as provider sites or training locations are required to carry Coalition-issued mobile phone devices to ensure appropriate confidentiality and retention of Coalition communication and records. In FY 2027 an estimated 103 staff will need to carry Coalition-issued mobile phones and 22 staff will need to carry Coalition-issued hotspots.

Recommended Action from Staff:

Authorize FY27 Purchase Order to access AT&T Florida State Term Contract for Coalition Cellular Services

Supporting Documents

None

ITEM/MEETING:	EXC271CA3 / Executive Committee
DATE:	September 29, 2026
SUBJECT:	Amendment to Children's Forum INCENTIVE$ Program Sub Recipient Agreement
FOR ACTION:	YES
RECOMMENDED ACTION:	Approve Amendment 1 to FY27 Children's Forum Sub Recipient Agreement for Administering the Broward INCENTIVE$ Program to Correct Scrivener's Error
AS RECOMMENDED BY:	Staff
FINANCIAL IMPACT:	None
ELC STAFF LEAD	C. Klima

Background:

On July 27, 2026, the Coalition entered into Agreement ELCB42 with Children's Forum, Inc. for administration of the Early Childhood Educator INCENTIVE$ Florida Program in Broward County. The agreement was approved for a one-year term ending June 30, 2027, with a total contract value not to exceed $450,000.

Following execution of the agreement, staff identified a scrivener's error in Exhibit A, Scope of Work, Section 3, Contract Payment, Invoices and Schedule. The amendment corrects the contract language to accurately reflect the Board-approved contract amount of $450,000

Current Status:

Amendment No. 001 revises Exhibit A, Scope of Work, Section 3, Contract Payment, Invoices and Schedule, to state:

"The total amount of the Agreement shall not exceed Four Hundred Fifty Thousand Dollars ($450,000)."

The amendment has been reviewed and approved as to form by legal counsel and is administrative in nature. It does not:

- Increase the approved contract amount;
- Change the scope of services;
- Extend the term of the agreement; or
- Modify any other material terms and conditions of the contract.

Recommended Action from Staff:

Approve Amendment 1 to FY27 Children's Forum Sub Recipient Agreement for Administering the Broward INCENTIVE$ Program to Correct Scrivener's Error

Supporting Documents

- Draft Amendment 1

Early Learning Coalition of Broward County, Inc.

Amendment # 001 to Sub Recipient Agreement

Between

Early Learning Coalition of Broward County, Inc.

and

Children's Forum, Inc.

___ Scope of Services _____ Budget __X__Other

This amendment is entered into between **the Early Learning Coalition of Broward County, Inc**., hereinafter referred to as the "COALITION" and Children's Forum Inc. hereinafter referred to as the "CONTRACTOR," ("Amendment") and amends the contract identified as Sub Recipient Agreement Between Early Learning Coalition of Broward County, Inc. and the CONTRACTOR dated July 27, 2026, for "Administration of the Early Childhood Educator INCENTIVE$ FLORIDA Program, Broward Services" between the COALITION and the CONTRACTOR, as amended (hereinafter referred to as the "Agreement").

WHEREAS, the COALITION and CONTRACTOR entered into the Agreement on or about July 27, 2026, for a one (1) year term that expires on June 30, 2027 for an amount not to exceed Four Hundred Fifty Thousand Dollars ($450,000), and

WHEREAS, the COALITION wishes to correct a scrivener error in the Agreement;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth in the Amendment, the parties to this Amendment hereby agree to amend the Agreement as follows:

Exhibit A, SCOPE OF WORK, Section 3 CONTRACT PAYMENT, INVOICES AND SCHEDULE, Paragraph one, sentence two shall be amended to read as follows: "The total amount of the Agreement shall not exceed Four Hundred Fifty Thousand Dollars ($450,000)."

Except as modified herein, all remaining terms and conditions of this Agreement shall remain in full force and effect.

All provisions in the Agreement and any attachments thereto in conflict with this Amendment shall be changed to conform with this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed by their officials thereunto duly authorized:

EARLY LEARNING COALITION OF BROWARD COUNTY, INC.:

By:__________________________________
Laurie Sallarulo, Board Chair

________ day of _____________, 2025

Approved as to form:

By: __________________________________
Julie Klahr, ELC General Counsel

CONTRACTOR:

SIGNED BY: __________________________

NAME: ________________________________

TITLE: ________________________________

DATE: ________________________________

ITEM/MEETING	EXC271RB1/ Executive Committee
DATE:	September 29, 2026
SUBJECT:	CEO Performance Evaluation Results
FOR ACTION:	Yes
RECOMMENDED ACTION:	1. Recommend Approval of CEO Evaluation Results to the Full Board 2. Recommend Adjusting the CEO Salary to the 2027 HHS Salary Cap, should Congress approve a salary cap increase, effective January 1, 2027, as applicable.
AS RECOMMENDED BY	Staff
FINANCIAL IMPACT:	**$0 (See below)**
ELC STAFF LEAD	C. Klima

Background:

Each year the CEO's performance is evaluated by ELC Board members following the close of the fiscal year. At the May 12, 2025, Board meeting, members approved adopting the Division of Early Learning's (DEL) CEO Performance Evaluation tool instead of the ELC Broward tool previously adopted, now that DEL's tool is required by statute and included in the grant agreement as of FY 23.

Each year, board members receive the CEO Performance Evaluation tool as well as the CEO's self-assessment and then members rate each section of the evaluation with the option to provide comments. The Board's individual ratings for each of the performance indicators are aggregated to provide an overall performance evaluation score. Scores from members on the board for less than 6 months are not included in the scoring.

Current Status:

The CEO Evaluation tool was sent out to all Board members on August 13, 2026. The Board member response rate was 100% with 20 responses.

CEO's performance score based on board member scoring, is 2.88 on a 3-point scale across 6 leadership domains, and in the Exceeds Expectations range. The breakdown of responses for each section along with member comments is attached as a supporting document. Below is a breakdown of the aggregate score for each domain.

Score	Score Range	Performance Level
1	1-1.74	Did Not Meet Expectations
2	1.75-2.49	Met Expectations
3	2.50-3.00	Exceeds Expectations

Performance Domain	Rating Averages
Domain 1: Board **Administration and Support**	2.87
Domain 2: **Program and Service Delivery**	2.87
Domain 3: Financial **Sustainability and Mission Impact**	2.88
Domain 4: **Human Resource Management, Staff and Administrative Relations**	2.89

Performance Domain	Rating Averages
Domain 5: **Community, State, and Public Relations**	2.90
Domain 6: **Professional Skills and Abilities**	2.86
Overall Rating	**2.88**

The above scores were submitted to DEL by the August 30 deadline.

The CEO appreciates board members member's time completing the evaluation and for the overwhelmingly positive and supportive feedback.

In September 2024, the Board agreed to discontinue the annual performance-based bonus of up to $10,000 and instead adjust the CEO's salary annually to the Federal Salary Cap. For calendar year 2026, the HHS Executive Level II salary cap is $228,000, effective January 1, 2026.

Current Salary Cap 2026	HHS Salary Cap 2027	Total Increase $ Increase
$228,000	**$228,000**	**$0**

On July 1, 2026 all ELC staff, except for those who have reached the maximum rate of pay for their role, were eligible for merit increases ranging from 1.5% to 3.5% of base pay rates as well as a 1% one-time cost of living increase, The CEO's salary is currently at the HHS Salary Cap rate and Congress is not likely to increase 2027 civilian rates of pay (which govern the HHS Cap). After increases are applied for all other eligible ELC staff, the average place in range on our salary scale for employees who have been with the organization for a year or more rose to the 51st percentile, which is the midpoint for the marketplace. The CEO's salary, by contrast, remains at the 33rd percentile for her grade.

Should the Board wish to raise the CEO salary above the HHS cap, ELC would need to secure outside funding that is either given to ELC for this specific purpose or given to ELC without restriction.

Recommended Action from Staff:

1. Recommend Approval of CEO Evaluation Results to the Full Board
2. Recommend Adjusting the CEO Salary to the 2027 HHS Salary Cap, should Congress approve a salary cap increase, effective January 1, 2027, as applicable.

Supporting Documentation:

- CEO Performance Self-Evaluation Report FY 26/27
- CEO Performance Evaluation Results FY 26/27 Ratings/Comments CEO DEL Performance Evaluation FY 2026

Annual CEO Performance Evaluation – Self-Assessment FY 25/26 (7/1/25 – 6/30/26)

A Note from the CEO to Board Members: This self-assessment highlights the Early Learning Coalition's accomplishments during FY 2025-2026. I am incredibly proud of the impact these achievements have had on children, families, educators, providers, and our community. These successes reflect the dedication and hard work of our staff and the exceptional leadership of our Senior Leadership Team. It is a privilege to lead such a committed organization, and I am grateful for the opportunity to share our collective accomplishments.

FY 2025/26 Executive Summary: Organizational Impact at a Glance

Families & Children

- Served an average of 14,812 children in SR per month and 10,529 in VPK
- 3,775 new School Readiness children enrolled from the waitlist
- 70,104 customer service calls answered at a 90% response rate
- 8,806 walk-in families received in person TA for VPK/SR application, recertification, or transfer
- 76% SR retention rate (at annual recertification)

Quality & Education

- 1,551 SR and VPK CLASS assessments completed and scored (on a 7-point scale)
  - VPK CLASS score: increased to 5.65 (State Avg: 5.38)
  - SR CLASS score: increased to 5.54 (State Avg: 5.30)
- 2,700 early educators attended ELC trainings
- 377 total CDA credentials earned at the end of Year 3 of ELC's CDA Training Academy
- 11,732 children (with specials needs/challenging behaviors, etc.) supported through ELC's one on one technical assistance
- 868 child referrals to Early Steps (CDTC) and Child Find/FDLRS for an evaluation

Community Impact

- Participated in 34 outreach events resulting in over 83,000 views to the SR or VPK landing page
- 3,772 attendees at A Day in K
- 6,868 children received literacy book bundles (and approximately 33,375 books)

Financial Stewardship

- $4.2 million additional School Readiness funding secured
- $112,695 external funding raised (non-DEL/non-match)
- Clean audits and monitoring reviews

Workplace Excellence

- 80% employee satisfaction
- 9.75% turnover rate, with only 6.83% attributed to voluntary turnover.
- 100% first-year staff retention
- Sun Sentinel Top Workplace (5th consecutive year)
- USA Today Top Workplace (2nd consecutive year)
- CEO awarded Staff Leader of the Year

Domain 1: Board Administration and Support – Supports operations and administration of the Board by advising and informing Board members, as well as interfacing between Board and staff.

- Provides the Board with professional advice and recommendations based on the organization's strategic plan
- Engages the Board in establishing the ELC's policy direction; interprets and executes the intent of Board policy; supports Board policy and actions to the public and staff
- Communicate with the Board chair and other members of the Board to provide accurate, sufficient and relevant information regarding Board policy and operations in a timely manner
- Fosters a harmonious working relationship with the Board
- Provides support for Board teamwork and effectiveness as ELC advocates in the community; promotes and supports Board recruitment, education and development

FY 26/26 Key Highlights:

- Continuously worked to form and build stronger relationships with board members.
- Maintained consistent availability to Board members and proactively provided updates, answered questions, collaborated on key initiatives, and sought feedback on important issues.
- Hosted Meet Greet and Eat board member gatherings before board meetings to help foster a cohesive board and enable members to get to know each other and ELC staff better.
- Provided frequent updates to board members through CEO reports and board bulletins in between meetings, updates at board/committee meetings, and through ELC provider newsletters and social media postings.
- Continued to offer many board engagement opportunities, including:
    - Childcare Provider Visits
    - Board Meet Greet and Eats
    - Provider Appreciation Event
    - PLAN meetings (for childcare Directors/Owners)
    - A Day in K (kindergarten) Events
    - Kindness Counts Event
    - CDA and Bootcamp Graduations
    - Broward Read for the Record
    - Annual Board Retreat
- Shared engagement opportunities and relevant early learning and related conferences information in the FYI section of every board packet.
- Planned and held a successful Annual Board Retreat.
- Two new private sector members joined the ELC board.

Domain 2: Program and Service Delivery – Oversees development, implementation, and quality assurance of all Coalition programs and services.

- Communicates ELC's vision and goals to staff, community, and others; builds commitment to mission and priorities of ELC
- Provides direction and defines priorities to ensure that the ELC's programs and services respond to the needs of families, children, and providers
- Identifies problems and issues confronting the ELC and recommends/implements appropriate changes and directions
- Encourages and promotes long-range planning and implementation of plans; keeps Board and others informed of trends and decisions that may impact the ELC

FY 25/26 Key Highlights:

One of my key priorities has been ensuring that the organization remains focused on operational excellence, service quality, and mission-driven results. Supported by the commitment and expertise of our strong leadership team and staff, the ELC continued to deliver strong outcomes, as demonstrated by the impact data below.

Strategic Plan Outcomes:

- Successfully met, exceeded, or remained on track for 18 of 20 strategic plan outcomes (90%).
    - 14 Exceeded Outcomes (70%)
    - 4 On Track or Met Outcomes (20%)
    - 2 Not Met Outcomes (10%)
- The CEO and Sr. Staff met quarterly to review Scorecard data and the status of the Strategic Plan to monitor progress towards organizational goals and objectives.

Family Services/Customer Service:

- ELC’s customer service unit received 70,104 total calls in FY 26 with a 90% answer rate, which is an increase from last year (at 85%).
- The Customer Service team assisted 8,806 walk-in parents, providing critical support to families needing assistance. The average parent’s wait time was 14.7 minutes.
- Enrolled 3,775 new SR children (from the waitlist).
- Enrolled/re-enrolled SR children with a quality assurance error rate of less than 13%, exceeding our target threshold of 15%.
- Achieved a 76% SR retention rate among eligible families following the redetermination process, with an annual target of 75%.

Education/Quality:

- The Education team conducted **1,551** CLASS assessments in **SR and VPK Classrooms;** Broward CLASS scores continued to improve and remained above statewide averages (Score range 1-7):
    - VPK CLASS: **Increased from 5.6 to 5.65** *(State average: 5.38).*
    - SR CLASS: **Increased from 5.51 to 5.54** *(State average: 5.3).*

Please note: FY 26 CLASS scores demonstrate continued growth in instructional quality. As scores approach the upper end of the 7-point CLASS scale and providers are already operating within the high-quality score range, incremental gains such as these reflect meaningful progress and sustained commitment to excellence.

- ELC’s education team conducted professional development training sessions for 2,700 educators (duplicated).
- The State’s ***NEW*** **VPK Provider Accountability Scores** released in August 2025 classified Broward provider performance (based on CLASS, FAST scores, and learning gains) as follows:
    - Excellent - 44%
    - Above Expectations - 33%
    - Meets Expectations – 16%
    - Unsatisfactory - 0% (there were only 2 out of 518 VPK providers)
- ELC’s CDA Academy, in operation for its 3rd year, graduated 76 educators in FY 26, for a total of 377 educators (who completed 120 training hours) since its inception, earning them the CDA National Credential.
- Partnered **with Broward College to offer** ELC’s CDA graduates **nine college credits** toward higher education programs and creating pathways to associate and bachelor's degree attainment.

- Utilizing partial funding from PNC Bank, ELC facilitated two **New Educator Bootcamp** sessions with approximately 40 new educators, with follow-up Community of Practice (COP) sessions to provide continued support and understanding of effective classroom interactions.
- Graduated the fourth cohort of the **Director in Action (DIA) program**, strengthening leadership capacity within the early learning community.
- Ensured the Education Department was trained and equipped to begin utilizing a new (and required) CLASS assessment tool and CLASS reporting process.

Development Services (Inclusions/Referrals):

- Maintained outside funding that allowed ELC to staff 2 Peer Support Specialists (PSS) to help families navigate the evaluation process for children identified as having challenges/special needs. In FY 26, their support resulted in a birth-to-2-year-old evaluation show-up rate of 92% and a 3–5-year-old evaluation show-up rate of 73%, which is significant growth compared to years without PSS staff.
- **868** children referred to Early Steps (CDTC) and Child Find/FDLRS for further evaluation.
- Increased educator participation in our live **Behavior Bites** Zoom Inclusion Support series (for educators seeking supports for a child with challenging behaviors) from 149 to 217 (in FY 26).
- Launched a new tool for educators called ***Bookings*****,** an online appointment system, enabling educators to schedule sessions with ELC staff to obtain additional support.
- The Development Team provided educator Technical Assistance on behalf of **11,732** children in SR/VPK classrooms and answered 1,079 Warm Line Calls (for parents and educators seeking assistance related to a child's development/behaviors).

Educational Outreach and Engagement:

- Successfully distributed bundles of books (5 books per bundle) to 6,675 children/families (with books in English, Spanish, and Creole).
- Held our 3rd successful A Day in K – Kindergarten Transition event and expanded it from one night to two with 3,772 total guests in attendance, including 890 future kindergarteners who had the opportunity to explore the museum and gather invaluable resources from community partners.
- Initiated Kindness Counts initiative with SR and VPK community; held kindness celebration event on-site with two classrooms.

Help Me Grow:

- Successfully completed the first full fiscal year of Help Me Grow Broward.
- Conducted 5 Lunch & Learn sessions with pediatric physicians and their staff, participated in 74 outreach events, met with 171 parents, conducted 288 developmental screenings, and made 138 referrals.

Domain 3: Financial Sustainability and Mission Impact – Provides leadership for sound fiscal management practices and procedures. Assures the budget supports the ELC's mission, goals, and long-range planning. Works with the staff, finance committee, and the Board to prepare budgets, monitor progress, initiate changes (to operations and budgets) as appropriate, and resolve fiscal issues that affect the ELC.

- Recommends yearly budget for Board approval
- Manages the Coalition's resources within budget guidelines according to authorized policies and procedures that comply with current laws and regulations
- Possesses a robust understanding of the ELC's financial needs and communicates them clearly
- Provides leadership and supports appropriate strategies for attracting funds for the SR Match Program

- Oversees the planning and implementation of match development activities, including establishing resource requirements, identifying funding sources, and establishing strategies to approach potential donors

FY 25/26 Key Highlights:

In close partnership with the Chief Administrative Officer and Finance Department, I helped lead the following accomplishments:

- In close collaboration with the CEO, the Fiscal department shepherded the organization's finances through another complex and constantly changing funding picture throughout the year and landed almost exactly on target with full utilization, maximized enrollment and accurate overall spending at year end.
- Worked collaboratively with local funders to establish a financial position that minimized the negative impact of FY27 funding reductions.
- Successfully advocated and secured an additional **$4.2 million** in School Readiness funding from DEL and local funding sources to cover the gaps in enrollment funding.
- Raised $112,695 in outside/non-DEL/non-match program funding to cover program initiatives or other expenses not billable to DEL, which included funding for A Day in K, Broward Early Learning Landscape Assessment, Kindness Counts, and other program related initiatives and events. Donors included Children's Services Council (CSC), Brown and Brown, AD Henderson, Broward Workshop, Kiwanis Foundation, PNC Bank, Florida Blue.
- Secured additional local ad hoc funding when available by earning the confidence of funders that our financial management processes are strong and effective.
- Paid providers on time, every time despite significant challenges with the State system (EFS MOD) and increasingly aggressive state timelines for cash management.
- Migrated the organization's payroll to a new system (UKG) with a full suite of automated HRIS capacity at no additional cost.
- Earned all clean audits and monitoring reviews again this year.
- Received special recognition again from State funders (DEL) for excellence in transaction documentation clarity.
- Received a final IRS Compliance Letter confirming full compliance for ELC's 403B Retirement Plan after an arduous, decade-long investigation, negotiation, and correction process initiated by ELC staff in 2017 for issues dating back to inception. Board members kept apprised of developments and issues along the way. The letter clears the way for a fresh start with strengthened fiduciary guardrails for the going forward.

Domain 4: Human Resource Management, Staff and Administrative Relations – Effectively manages the human resources of the organization according to authorized policies and procedures that fully conform to current laws and regulations.

- Provides leadership for developing and executing sound personnel procedures and practices that incorporate directives, attitudes, and behaviors reflective of the integrity and ethical values expected throughout the organization
- Recruits and retains a talented and diverse staff
- Ensures compliance with relevant workplace and employment laws; maintains a safe, respectful, and inclusive working environment
- Encourages and supports staff to participate in ongoing professional development opportunities
- Establishes clear patterns of authority, responsibility, supervision, and communication with staff

FY 25/26 Key Highlights:

- ECL's turnover rate was 5.4% (despite a few retirements).
- Continued to have high staff retention among new staff, with 96% made it to their one-year anniversary.
- Continued fostering a positive and engaging workplace culture, as reflected in an 80% employee satisfaction rating from an independent survey.
- Ensured all staff remain at or above the 30th percentile of the current salary market rate, with the average place in range for staff with more than one year in their role at the 45th percentile.

- Recipient of the Sun Sentinel's Top Workplace 2026 (for the 5th time in a row) based on an external survey; received the following additional Sun Sentinel Top Workplace recognitions based on staff feedback: Leadership, Work-Life flexibility, Purpose and Value, Professional Development, Employee Well-Being.
- Recipient of the USA Today Top Workplace 2026 (2nd year in a row).
- Various onsite staff health and wellbeing fairs offered to encourage healthy living (and drive down the cost of our health insurance).
- Maintained transparent internal communication through regular staff meetings, quarterly editions of The Buzz staff newsletter, and staff bulletins.
- Enhanced the organization's cybersecurity efforts through stronger security controls, employee training, and ongoing monitoring to reduce risk and improve system security.

Domain 5: Community, State, and Public Relations – Directs and coordinates public relations and community awareness efforts. Assures that the Coalition and its mission, programs, and services are consistently presented in a favorable public image to relevant stakeholders.

- Develops and maintains positive relationships with the community, businesses, and civic leaders; encourages community involvement and contribution to the ELC
- Represents and promotes the ELC through regular attendance and involvement in meetings, conferences, and interagency and community activities dealing with early childhood education and family issues
- Encourages community involvement and contribution to the ELC
- Provides leadership on behalf of the ELC at the state level; advocates the needs of the ELC to appropriate federal and state officials and agencies, community leaders, child advocates, and parents, including lobbying the state legislature within the parameters permitted by state and federal law and regulation
- Serves as an effective spokesperson. Represents the organization well to its constituencies, including clients/members/patrons, other nonprofits, government agencies, elected officials, funders, and the general public.

FY 25/26 Key Highlights:

- Successfully advocated to state legislators to include stabilization funding in FY 27 School Readiness base allocations (for Coalitions) to ensure anticipated funding decreases would not exceed 5% of FY 26 budget for any individual coalition.
- Successfully advocated for increased statewide re ob/de ob opportunities (and other funding opportunities) to increase Broward's SR funding (utilizing de-obligated funds from other Coalitions), resulting in an additional $4.2 million in Broward's School Readiness funding for FY 26.
- Continued strengthening Advocacy efforts through:
    - Local and statewide legislator meetings in Broward and Tallahassee (18).
    - Presentation of ELC's legislative priorities to the Broward Delegation.
    - With the help of key staff, attended/Presented at 13 Municipality Commission meetings.
- The ELC team continued to increase awareness of ELC services and programming by participating in 34 Outreach events throughout the community.
- Outreach efforts resulted in a great deal of traffic to the ELC website, including 44,937 views to the School Readiness landing page, a 14% increase from 39,324 in FY 25, and 38,225 views to the VPK landing page, a significant 52% increase from 25,148 in FY 25.
- ELC communications team posted 1,239 Social Media posts (Meta, Instagram, X).
- Met with many community organizations to partner and/ or brainstorm ways to collaborate and/or increase efforts to best serve children and families in Broward including but not limited to Broward School District, The Journey Institute, Bluebird pediatrics, Fort Lauderdale Diaper Bank, Miami Lighthouse, Center for Hearing and Communication, Ambetter Health, New World Reading, CSC, Healthy Start, Joe DiMaggio/Memorial Health Care, Deerfield Cares, Broward Behavioral Health Council, Museum of Discovery and Science, University of Florida

Lastinger Center, FSU Center for Prevention & Early Intervention Policy, Autism 911, Mobile Food Pantry, Eeson Pediatrics, CARD, Therapeutically Yours, NSU Unicorn Clinic, United Way Public Policy Advisory Committee, Head Start Policy Council, Highlights Magazine., Broward Workshop, Florida Chamber Foundation.

- Continued to have Municipal leaders and local Legislators share ELC information, resources, and our ELC Newsletter with their constituencies.
- Conducted a joint town hall session with Representative Woodson with child care owners/directors to get feedback from them prior to legislative session.
- Secured $47,000 from the Broward Workshop and other local funders, like the CSC and Community Foundation to conduct a Broward Early Learning Landscape Analysis; Collaborated with the Florida Chamber Foundation and members of the Broward Workshop to plan, create, and execute the Broward Early Learning Analysis, consisting of survey development and distribution, 19 focus groups and listening tours with program owner/directors, early educators, parents, community partners and employers (with the final reported expected in September 2026).
- Participated in DEL's Strategic Planning Process (final plan released in July 2026).
- Participant/speaker for/at the Greater Fort Lauderdale Education Action Team Steering Committee.
- Participant in the Six Pillars Broward 2045 - Talent Supply & Education Committee Meeting.
- Panelist at Broward County Racial Equity Task Force – Education Committee's Bridging the Gap, Building the Future event (Oct 25).
- Presenter at the Florida Chamber Foundation's Workforce Summit (Nov 25).
- Presenter at the Florida Chamber Foundation's (Statewide) Investing in Early Childhood Educators – Professional Development that Moves Outcomes virtual summit (Aug 25), reaching thousands of attendees across the state.
- Keynote Speaker at Grand Opening of Bluebird Kids Pediatrics (Jan 26).
- Coordinated with child care providers to create THANK YOU posters for local legislators, delivered to them in Tallahassee by Senior Leadership.
- Continued to serve on more than 5 community boards/workgroups as well as AELC (Statewide).
- Member and participant of the Greater Fort Lauderdale Chamber of Commerce.
- Member/Attended Broward League of Cities meetings/events.
- Co-Chair of Broward Reads.
- Served as Vice Chair of the AELC Board and as a member of the Executive Committee (which allows for increased visibility with the Chancellor and Senior team at DEL).
- Member of the AELC Legislative Committee, which creates and advocates Statewide early learning priorities.
- Participation in regular Statewide DEL and AELC meetings and other community boards/work groups to advocate or request changes in policy and obtain new information to help advance the organization.
- Continued to maintain strong and respected relationships with community partners, state leaders, legislators, and stakeholders across Florida.

Domain 6: Professional Skills and Abilities

- Maintains high standards of ethics, honesty, and integrity in all professional matters
- Is well organized and efficient in the accomplishment of objectives
- Skillful at analyzing and addressing problems, challenges, and conflicts, even under stress
- Effectively communicates verbally and in written form
- Actively engages in continuous professional development

FY 25/26 Key Highlights:

- Successfully led a significant organization-wide restructuring following executive leadership transitions.
- Consistently worked to increase organization-wide efficiencies through streamlined processes, tweaks to the staffing configuration, and technology, including our CRM, which now includes 90 modules!
- Ensure ELC Broward follows and is up to date on all State, Federal, and local rules/regulations (as evidenced by clean audits and DEL Monitorings).

- Completed all required State/Federal/local documents, reports, and status updates on time.
- Ensured timely and effective communication with staff, Board members, providers, families, community partners, and stakeholders through emails, newsletters, bulletins, website updates, and social media postings.
- Continued to use and seek out professional development opportunities.
- Participated in CEO nonprofit peer-to-peer group.
- Active participant in the Nonprofit Executive Alliance, which provides opportunities for growth, collaboration, and partnership.
- Attended relevant early learning and related conferences and webinars and kept up to date on child care related research and best practices (through articles and newsletters etc.).
- FY 2026 Personal Professional and Organizational Awards included:
    - 211 Community Care Plan FPL Staff Leader of the Year (Renee Jaffe)
    - Sun Sentinel Top Workplace (for 5th year in a row).
    - Sun Sentinel Culture Badge for leadership.
    - USA Today (National) Top Workplace (2nd year in a row)
    - South Florida Business Journal - Top Non-Profit Philanthropy Power Leader (Renee Jaffe)
    - Fort Lauderdale Diaper Bank Community Hero Nominee

Evaluate the CEO performance in the domains below using the following ratings:

Score	Scoring Range	Level
1	1-1.74	Exceeds Expectations
2	1.75-2.49	Meets Expectations
3	2.50-3.00	Does not Meet Expectations

Evaluate the CEO performance in the domains below using the following ratings:

Score	Scoring Range	Level
1	1-1.74	Exceeds Expectations
2	1.75-2.49	Meets Expectations
3	2.50-3.00	Does not Meet Expectations

Overall Board Rating results for all 6 domains (based on a 3-point scale)

Name	Date	Domain 1 Average	Domain 2 Average	Domain 3 Average	Domain 4 Average	Domain 5 Average	Domain 6 Rate Average	Overall Rating
Megan Turetsky	08/17/2026	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Kirk J. Englehardt	08/19/2026	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Karen Taveras	08/14/2026	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Renee Podolsky	08/20/2026	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Krystie Castillo	08/20/2026	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Traci Schweitzer	08/21/2026	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Amoy Reid	08/24/2026	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Maria Hernandez	08/24/2026	2.00	2.20	2.00	2.00	2.00	2.20	2.07
Carol Hylton	08/17/2026	3.00	2.80	3.00	3.00	3.00	3.00	3.00
Dawn Liberta	08/24/2026	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Sharonda Davis-Bailey	08/24/2026	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Laurie Sallarulo	08/24/2026	2.20	2.40	2.60	2.60	3.00	2.40	2.53
Cindy J. Arenberg-Seltzer	08/25/2026	3.00	2.80	2.80	3.00	3.00	2.80	2.90
Jessica Rodriguez	08/17/2026	2.20	2.40	2.40	2.60	2.20	2.20	2.30
Michael Asseff	08/20/2026	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Amy Hauser	08/20/2026	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Julie Winburn	08/20/2026	3.00	2.80	3.00	2.60	3.00	2.60	2.80
Ellie Schrot	08/20/2026	3.00	3.00	2.80	3.00	3.00	3.00	3.00
Jodi Davidson	08/24/2026	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Rebecca Thompson	08/24/2026	3.00	3.00	3.00	3.00	2.80	3.00	2.97
Aggregate Averages		**2.87**	**2.87**	**2.88**	**2.89**	**2.90**	**2.86**	**2.88**

Evaluation Aggregate Averages

All 20 evaluations | Period: 1 July 2025 – 30 June 2026 | Scale shown to 2 decimals

Domain	Question 1	Question 2	Question 3	Question 4	Question 5	Domain Average	Gap to 3.00
Domain 1	2.85	2.85	2.90	2.90	2.85	2.87	-0.13
Domain 2	2.85	2.90	2.90	2.85	2.85	2.87	-0.13
Domain 3	2.85	2.95	2.90	2.90	2.80	2.88	-0.12
Domain 4	2.90	2.95	2.90	2.80	2.90	2.89	-0.11
Domain 5	2.90	2.90	2.90	2.90	2.90	2.90	-0.10
Domain 6	2.90	2.90	2.90	2.80	2.80	2.86	-0.14
OVERALL AGGREGATE RATING						**2.88**	**-0.12**

Story in Brief

Across 20 evaluations, the overall aggregate rating is 2.88 out of 3.00. The strongest domain is Domain 5 at 2.90, while the lowest is Domain 6 at 2.86. The table above updates automatically when evaluation scores change.

Board Member Comments for each of the 6 domains

Name	Domain 1 Additional comments
Megan Turetsky	Renee is clear and consistent with her board communications.
Kirk J. Englehardt	Renee does an excellent job with board communication and engagement.
Traci Schweitzer	Renee is very supportive of the Board members. She is passionate about everything ELC and is able to communicate effectively and professionally.
Maria Hernandez	CEO is meeting all deliverables as established in her job description.
Dawn Liberta	Strengthened Board relationships through consistent communication, regular updates, and opportunities for meaningful engagement with Board members and ELC staff. Hosted Board Meet, Greet and Eat gatherings, provided updates through reports and bulletins, and encouraged participation in provider visits, community events, graduations, and other early learning activities. Planned and facilitated a successful Annual Board Retreat to further support Board cohesion, engagement, and collaboration.
Sharonda Davis-Bailey	Ms. Jaffe effectively supports Board operations by providing timely and relevant information to Board members, fostering informed decision-making, and maintaining strong communication between the Board and staff to ensure organizational alignment and responsiveness.
Laurie Sallarulo	Renee does a good job of communicating with the board. As board chair we have regular 1-1's
Jodi Davidson	Fabulous CEO!!
Name	**Domain 2 Additional comments**
Megan Turetsky	She keeps the mission front and center and ties program decisions to serving the community.
Kirk J. Englehardt	An expert in her field and is able to communicate the goals, successes and challenges effectively on a local, statewide and/or national perspective.
Traci Schweitzer	Renee is interested in learning where there may be gaps and how she can help guide ELC towards filling those needs. She reviews the Strategic Plan regularly to ensure she remains on track with meeting or exceeding expectations.
Dawn Liberta	Provided clear direction and maintained a strong focus on ELC's mission, strategic priorities, and operational excellence. Through ongoing leadership and quarterly review of organizational data, ELC successfully met, exceeded, or remained on track of its strategic plan outcomes.
Sharonda Davis-Bailey	Ms. Jaffe supports effective program and service delivery by aligning resources, strengthening operations, and advancing the organization's mission and strategic objectives.
Name	**Domain 3 Additional comments**
Megan Turetsky	Renee manages finances transparently with a strategic focus.
Kirk J. Englehardt	Quite possibly the most difficult part of her job. The budget allocations from the state are often a moving target, but she's effectively planned for all options, good and bad.
Traci Schweitzer	Renee works closely with the fiscal department to ensure ELC keeps clean records and passes all audits.
Dawn Liberta	Provided strong fiscal leadership by maximizing funding, enrollment, and year-end spending while navigating a challenging funding environment.
Name	**Domain 4 Additional comments**
Megan Turetsky	Renee has cultivated a strong and talented team and a healthy work environment for her staff.
Kirk J. Englehardt	My perspective on this is limited, but staff I've spoken with seem happy, supported and effective.
Traci Schweitzer	Renee ensures the workplace is friendly and positive. There is little turnover amongst the staff. She promotes from within and supports staff growth and development.
Maria Hernandez	Some of the questions should have a NA selection as it is hard for board members to assess "encouragement and support staff in ongoing professional development opportunities.
Dawn Liberta	Maintained a strong and positive workplace culture, with a 5.4% turnover rate, 96% one-year retention for new staff, and 80% employee satisfaction. Continued to prioritize competitive compensation, staff wellness, professional development, and transparent communication. ELC was also recognized as a Sun Sentinel Top Workplace for the fifth consecutive year and a USA Today Top Workplace for the second year, while strengthening cybersecurity and employee support initiatives.

Sharonda Davis-Bailey	Ms. Jaffe has created a positive workplace culture by promoting employee recognition, supporting professional growth, and creating opportunities to celebrate staff contributions. These efforts helped strengthen employee engagement and reinforce a sense of value and belonging across the organization. The organization has been proudly recognized for many years as a Top Workplace Sun-Sentinel and USA Today all under her leadership. She has even been recognized as a Staff Leader of the Year.
Name	**Domain 5 Additional comments**
Megan Turetsky	Renee is a strong ambassador and represents the organization well.
Kirk J. Englehardt	An effective advocate for ELC and early childhood education across our state and viewed as a leader in the field.
Traci Schweitzer	Renee is a huge advocate for ELC and her passion is evident throughout all meetings and activities.
Dawn Liberta	Strengthened ELC's advocacy and community partnerships, successfully securing an additional $4.2 million in School Readiness funding and $47,000 for the Broward Early Learning Landscape Analysis. Increased community outreach, legislative engagement, and statewide leadership while maintaining strong relationships with key stakeholders.
Sharonda Davis-Bailey	Ms. Jaffe has enhanced the Coalition's community awareness through effective outreach and engagement efforts that increased visibility of its mission, services, and community impact.
Laurie Sallarulo	Renee represents the ELC excellently in the community.
Name	**Domain 6 Additional comments**
Megan Turetsky	Renee maintains a high standard of ethics, professionalism, and shows strong communication.
Kirk J. Englehardt	A effective, creative and forward-thinking CEO for ELC.
Traci Schweitzer	Renee is frequently rewarded with nominations and awards for her advocacy and significant contributions to the community.
Dawn Liberta	Successfully led organizational restructuring, improved efficiencies through streamlined processes and technology, and maintained compliance with all State, Federal, and local requirements. Ensured timely reporting and effective communication with key stakeholders while continuing professional development and nonprofit leadership engagement. ELC also received multiple workplace and organizational recognitions, including Sun Sentinel Top Workplace for the fifth consecutive year and USA Today Top Workplace for the second year.
Sharonda Davis-Bailey	Ms. Jaffe exemplifies professionalism and leadership, fostering strong relationships and representing the organization with excellence.

Chief Executive Officer/Executive Director

Annual Performance Evaluation

Officer/Director's Name: Renee Jaffe, CEO Date: 8/26/2026

Evaluation Period: 1 July 2025 - 30 June 2026 ELC: Broward

The Chief Executive Officer (CEO) is responsible for providing direction, leadership, and oversight to the Coalition in support of its mission, strategic plan, and annual goals and objectives. The CEO must effectively work with Board members, volunteers, government officials, community leaders, business leaders, child care providers, and the clients and families that the ELC serves. The CEO provides leadership to internal staff and is responsible for daily operations of the business, including oversight of financial management, human resources, fund development, program quality and delivery, and public relations.

Evaluate the CEO performance in the domains below using the following ratings:

3 = Exceeds Expectations

2 = Meets Expectations

1 = Does Not Meet Expectations

Comments must be included for each factor with a rating of "Does Not Meet Expectations." Additional comments may be attached to this form.

Domain 1: Board Administration and Support – Supports operations and administration of the Board by advising and informing Board members, as well as interfacing between Board and staff.

Rating	Performance Indicator
2.85	Provides the Board with professional advice and recommendations based on the organization's strategic plan.
2.85	Engages the Board in establishing the ELC's policy direction; interprets and executes the intent of Board policy; supports Board policy and actions to the public and staff.
2.90	Communicates with the Board chair and other members of the Board to provide accurate, sufficient, and relevant information regarding Board policy and operations in a timely manner.
2.90	Fosters a harmonious working relationship with the Board.
2.85	Provides support for Board teamwork and effectiveness as ELC advocates in the community; promotes and supports Board recruitment, education, and development.
Rating Average (total divided by 5): 2.87	Comments regarding the performance in this domain:

Domain 2: Program and Service Delivery – Oversees development, implementation, and quality assurance of all Coalition programs and services.

Rating	Performance Indicator
2.85	Communicates ELC's vision and goals to staff, community, and others; builds commitment to mission and priorities of ELC.
2.90	Provides direction and defines priorities to assure that the ELC's programs and services respond to the needs of families, children, and providers.
2.90	Identifies problems and issues confronting the ELC and recommends/implements appropriate changes and directions.
2.85	Encourages and promotes long range planning and implementation of plans; keeps Board and others informed of trends and decisions that may impact the ELC.
2.85	Measures the extent to which ELC programs improve enrolled children's school readiness skills for transitioning into kindergarten; reports findings to the Board and the community.
Rating Average (total divided by 5): 2.87	Comments regarding the performance in this domain:

Domain 3: Financial Sustainability and Mission Impact – Provides leadership for sound fiscal management practices and procedures. Assures the budget supports the ELC's mission, goals, and long-range planning. Works with the staff, finance committee and the Board to prepare budgets, monitor progress, initiate changes (to operations and budgets) as appropriate, and resolve fiscal issues that affect the ELC.

Rating	Performance Indicator
2.85	Recommends yearly budget for Board approval.
2.95	Manages the Coalition's resources within budget guidelines according to authorized policies and procedures that comply with current laws and regulations.
2.90	Possesses a robust understanding of the ELC's financial needs and communicates them clearly.
2.90	Provides leadership and supports appropriate strategies for attracting funds for the SR Match Program.
2.80	Oversees the planning and implementation of match development activities, including establishing resource requirements, identifying funding sources and establishing strategies to approach potential donors.
Rating Average (total divided by 5): 2.88	Comments regarding the performance in this domain:

Domain 4: Human Resource Management, Staff and Administrative Relations – Effectively manages the human resources of the organization according to authorized policies and procedures that fully conform to current laws and regulations.

Rating	Performance Indicator
2.90	Provides leadership for developing and executing sound personnel procedures and practices that incorporate directives, attitudes, and behaviors reflective of the integrity and ethical values expected throughout the organization.
2.95	Recruits and retains a talented and diverse staff.

2.90	Ensures compliance with relevant workplace and employment laws; maintains a safe, respectful, and inclusive working environment.
2.80	Encourages and supports staff to participate in ongoing professional development opportunities.
2.90	Establishes clear patterns of authority, responsibility, supervision, and communication with staff.
Rating Average (total divided by 5): 2.89	Comments regarding the performance in this domain:

Domain 5: Community, State, and Public Relations – Directs and coordinates public relations and community awareness efforts. Assures that the Coalition and its mission, programs, and services are consistently presented in a favorable public image to relevant stakeholders.

Rating	Performance Indicator
2.90	Develops and maintains positive relationships with the community, businesses, and civic leaders; encourages community involvement and contribution to the ELC.
2.90	Represents and promotes the ELC through regular attendance and involvement in meetings, conferences, and interagency and community activities dealing with early childhood education and family issues.
2.90	Encourages community involvement and contribution to the ELC.
2.90	Provides leadership on behalf of the ELC at the state level; advocates the needs of the ELC to appropriate federal and state officials and agencies, community leaders, child advocates, and parents, including lobbying the state legislature within the parameters permitted by state and federal law and regulation.
2.90	Serves as an effective spokesperson. Represents the organization well to its constituencies, including clients/members/patrons, other nonprofits, government agencies, elected officials, funders, and the general public.
Rating Average (total divided by 5): 2.9	Comments regarding the performance in this domain:

Domain 6: Professional Skills and Abilities

Rating	Performance Indicators
2.90	Maintains high standards of ethics, honesty, and integrity in all professional matters.
2.90	Is well organized and efficient in the accomplishment of objectives.
2.90	Skillful at analyzing and addressing problems, challenges, and conflicts, even under stress.
2.80	Effectively communicates verbally and in written form.
2.80	Actively engages in continuous professional development.
Rating Average (total divided by 5): 2.86	Comments regarding the performance in this domain:

Domain 7 (Optional): List three to five local performance indicators:

Rating	Performance Indicators
Rating Average (total divided by # of indicators):	Comments regarding the performance in this domain:

Performance Domain	Rating Averages
Domain 1	2.87
Domain 2	2.87
Domain 3	2.88
Domain 4	2.89
Domain 5	2.9
Domain 6	2.86
Domain 7 – optional local	
*Overall Rating	2.88

**To calculate the overall rating, add up all rating averages from each domain and divide by 6 or 7, as appropriate.*

Overall Rating:

3.0 = Exceeds Expectations

2.0 – 2.9 = Meets Expectations

1.9 and below= Does Not Meet Expectations

Evaluator Name: Laurie Sallarulo (with aggregated scores from the ELC Board)

Evaluator Signature: Laurie Sallarulo

ITEM/MEETING	EXC271RB2/ Executive Committee
DATE:	September 29, 2026
SUBJECT:	Strategic Plan Year 4 Quarter 4 Results
FOR ACTION:	No
RECOMMENDED ACTION:	Review Current Status
FINANCIAL IMPACT:	None
AS RECOMMENDED BY:	Staff
ELC STAFF LEAD	H. Cesar

Background Information:

Fiscal year 2025-2026 represents the fourth year of the Coalition's 5-year Strategic Plan. Throughout the fiscal year, staff monitored progress toward Strategic Plan goals and objectives through quarterly performance reporting and ongoing review of outcome measures.

At the conclusion of the fiscal year, staff compile and report year-end results for all Strategic Plan measures to provide the Board with an overview of organizational performance and progress toward achieving established strategic goals. The Year 4 results reflect performance across all strategic goal areas and summarize outcomes achieved during fiscal year 2025-2026.

Current Status:

Year 4 results reflect continued progress toward the ELC's strategic priorities and strong performance across most Strategic Plan measures. Of the 20 measures included in the Strategic Plan, 14 exceeded targets, 4 remained on track/Met Expectations, and 2 did not meet the established target. Overall results demonstrate positive outcomes in family access to services, provider quality, child and family supports, community engagement, and organizational effectiveness.

Throughout the year, outreach and communication efforts increased community awareness of early learning services through community engagement activities and digital communications. These efforts supported strong enrollment outcomes, including School Readiness retention rates that exceeded target and VPK participation levels that surpassed State estimating conference projections.

Quality improvement efforts continued to produce positive results, with both School Readiness and VPK providers maintaining CLASS scores above state averages. Family support initiatives also achieved favorable outcomes, including referral follow-through rates that exceeded established targets and the expansion of partnerships that increased access to developmental, health, nutrition, and family support resources for children and families.

The Coalition also exceeded performance expectations in several organizational and stakeholder engagement measures, including legislative outreach, community engagement, employee retention, internal advancement opportunities, private funding development, and board engagement. Technology modernization efforts continued to advance, supporting improvements in accessibility, security, and operational efficiency.

While most Strategic Plan measures met or exceeded expectations, two measures fell below target. The Bookworm program distributed 6,868 book bundles during the year, below the annual goal due to budget management decisions and year-end program funding adjustments. Additionally, the annual employee satisfaction measure did not meet the established benchmark. Despite these results, the Coalition successfully achieved or exceeded most Strategic Plan measures during Year 4.

Recommended Action from Staff:

None- For Review Only

Supporting Documents

- FY 25/26 Strategic Plan YTD Year 4 (Qtr 4) Report

GOAL 1. Eligible families will be aware of and access ELC SR Services

Objective	Outcomes	Target	REPORTING FREQUENCY	Year 4 - Total Count or Average %		Status	FY 25/26 Year 4 Summary As of QT4
1. Deploy a successful targeted outreach and enrollment initiative	1. ELC staff will actively attend a minimum of 20 community outreach events annually to promote its services.	20 Annually	Quarterly	34		Exceeding	The Community outreach team has consistently exceeded this metric with 38 community outreach events attended this FY. This level of engagement has driven school readiness and VPK applications. The presence in the community has also bolstered web site traffic and social media engagement from families, community partners and community leaders. **AP3: Comms participated in 34 outreach events for FY25-26**
	2. ELC communications staff will discuss the importance of childcare/ early learning and the services ELC provides. They will place a minimum of 800 social media posts concerning the importance of childcare and early learning, and the services ELC provides.	800 annually	Quarterly	1,239		Exceeding	These are the total number of social media post for Q4. Across all social platform, there were over 1,200 post for the FY25-26
2. Families that are eligible to continue receiving SR services will receive them.	1. The overall retention rates for potentially SR-eligible families will stabilize at 75%	75%	Semi-Annually	76.50%		Exceeding	Q4 outcomes reflect 77% retention. Customer retention goals have exceeded retention goals through strategic enhancements to CRM-driven communications, ongoing in-person support, and focused retention efforts.

GOAL 2. Eligible families will be aware of and access ELC VPK services.

Objective	Outcomes	Target	REPORTING FREQUENCY	Year 4 - Total Count or Average %		Status	FY 25/26 Year 4 Summary As of QT4
1. ELC will reach and enroll as many VPK-eligible families as possible.	1. ELC Broward will meet or exceed the State of Florida estimating conference estimates for VPK	11,119	Semi-Annually	23,287		Exceeding	Through continued community outreach, focused ad campaigns, and social media engagement the ELC is on target to exceed the estimate. The number of the estimate and figure indicated is school year VPK. Currently there were 11,795 children enrolled in school year VPK and 270 children in summer VPK for a total of 12,038 total children participating combine.

GOAL 3. Broward's SR childcare programs are high quality, nurturing settings.

Objective	Outcomes	Target	REPORTING FREQUENCY	Year 4 - Total Count or Average %		Status	FY 25/26 Year 4 Summary As of QT4
1. The countywide CLASS score average for School Readiness child care providers who are CLASS assessed will increase to a 6.0	1. CLASS scores will incrementally grow year over year for the 5 year strategic plan.	6.0	Annually	5.56%		On Track	Over the past 3 years of the Strat Plan, we have seen a steady increase in the SR CLASS scores due training and coaching with Broward educators. We ended FY 24 - 25 with a SR CLASS average score of 5.51, which is an increase from 5.40 in FY 23-24. As we near the end of the 2025 2026 fiscal year our average is a 5.54. We continue to increase over time and score higher than the state average of 5.3.

GOAL 4. Broward's VPK childcare programs are high quality, nurturing settings.

Objective	Outcomes	Target	REPORTING FREQUENCY	Year 4 - Total Count or Average %		Status	FY 25/26 Year 4 Summary As of QT4
Objective 1: The countywide CLASS score average for VPK child care providers who are CLASS assessed will increase to a 6.0	1. CLASS scores will incrementally grow year over year for the 5 year strategic plan.	6.0	Annually	5.67%		On Track	Over the past 3 years of the Strat Plan, we have seen a steady increase in the VPK CLASS scores due training and coaching with Broward educators. We ended FY 24 - 25 with a VPK CLASS average score of 5.6, which is an increase from 5.51 in FY 23-24. As we near the end of the 2025 2026 fiscal year our average is a 5.65. We continue to increase over time and score higher than the state average of 5.38.

Goal 5. Children will enter kindergarten with the tools, skills, and support they need to succeed

Objective	Outcomes	Target	REPORTING FREQUENCY	Year 4 - Total Count or Average %		Status	FY 25/26 Year 4 Summary As of QT4
1. SR and VPK children will receive support (developmental, behavioral, health, etc.) to maximize their developmental potential.	1. 65% of families with children ages 0-2 who have received a referral will follow through with their referrals to Early Steps	65%	Quarterly	91.50%		Exceeding	93% of children aged 0-2, attended their scheduled appointments with Early Steps. This FY staff fine tuned our data process to get a better sense of families attending their appointments each month. We have worked closely with Early Steps to support their process in which multiple forms and permissions are required. We also learned that Early Steps provides transportation support which helped us navigate our A.D. Henderson Budget.
	2. 75% of families with children ages 3-5 who have received a referral will follow through with their referrals to FDLRS	75%	Quarterly	75%		On Track	75% of children aged 3-5 attended their scheduled appointments with FDLRS. This FY staff fine tuned our data process to get a better sense of families attending their appointments each month. ELC staff worked hard to document keep in touch families through the process.

	3. Through funding or partnerships, four (4) additional, comprehensive support services will be added or expanded to children/families (such as but not limited to vision, hearing, dental screenings, mental health, nutrition services, and general medical)	4	Annually	13		**Exceeding**	Over the course of this year, we have expanded supports by partnering with the Autism 911 Help Line, Therapeutically Beautiful, Abilities Workshop, Mobile Food School Pantry and Weston Pediatrics. We are also received a mini grant from PNC to share the #3T's (Tune in, Talk More, Take Turns) and applied for a Kidcare grant to share their resources directly. We also increased our connection with CARD and am partnering with their Parent Liaison to provide resources to families with children who have a diagnosis.
2. Expand ELC Literacy efforts to increase the number of children who have access to books/libraries at home as well as increased exposure to the reading experience	1. Increase # of families with children under 5 who sign up for ELC's bookworm program to 15,000	7,500 Based on reduced BW budgeted of $200K	Quarterly	6,868		Not Met	We shipped **6,868** bundles this year. The weekly tracker variance stems from ~$7K in endof-year Scholastic adjustments for undeliverables and duplicates. Leadership approved skipping a Q4 push, prioritizing budget control and avoiding contract overspends rather than forcing volume targets. AP3: numbers entered don't account for undelivered and credit
	2. ELC will participate in at least 20 outreach events throughout the year, utilizing new and existing partnerships/events, as well as creating its own.	20	Quarterly	42		**Exceeding**	24 Outreach Events for the year. We continued to attend various events throughout the county that promote literacy. Staff attended the Summer Literacy Institute, our Family Engagement Specialist read at various schools, we continue our Facebook Live story time in English, Spanish and Creole, we participate in Read for the Record and more.

Goal 6. The ELC has strong relationships with community leaders and other stakeholders to mobilize all parts of our community to support early learning.

Objective	Outcomes	Target	REPORTING FREQUENCY	Year 4 - Total Count or Average %		Status	FY 25/26 Year 4 Summary As of QT4
1. Broward County leaders are aware of the importance of early learning, ELC Services, and ELC Legislative Priorities.	1. At the start of each fiscal year, ELC staff will identify which state legislators, Broward County Commissioners/County Administration, and elected municipal leaders, they need to meet with and meet with 100% of them.	90%	Semi-Annually	100.00%		Exceeding	**State Level:** We exceeded our goals by meeting with all six priority legislators (Hunschofsky, Woodson, Osgood, Pizzo, Polsky, and Sharief) and engaging additional Broward Delegation members during Children's Week. **Local Level:** We successfully connected with the new Broward County leadership. AP3: met with ***100% of the six state legislators*** identified as high priority
2. ELC will strengthen relationships and partnerships with Community leaders and stakeholders through participation in early learning activities/events.	1. ELC will actively participate in a minimum of 30 community engagement activities/events annually to promote ELC's services.	30	Semi-Annually	34		Exceeding	Performed 38 Outreach event for the year

Goal 7. ELC Broward is a healthy, efficient, and effective organization.

Objective	Outcomes	Target	REPORTING FREQUENCY	Year 4 - Total Count or Average %		Status	FY 25/26 Year 4 Summary As of QT4
1. The ELC promotes an inspired workplace culture by developing quantitative and qualitative approaches to attract, engage, and retain a talented workforce efficiently and effectively.	1. Following their probation period, ELC is retaining the right staff for the right positions, as evidenced by retaining 75% of new hires in one year following their 3 month probationary period.	75%	Semi-Annually	95.83%		Exceeding	The last two quarters of this year, we scored 100% retention of new hires that stay past a year with our organization.
	2. ELC annual staff turnover will be at or below 15%	15%	Semi-Annually	5.38%		Exceeding	Over the course of the year, we have had several retirements that have had an impact on this number.
	3. 35% of all available advancement opportunities are filled internally.	35%	Semi-Annually	37%		Exceeding	
	4. At least 85% of Staff respond that they are overall satisfied working at the ELC.	85%	Annually	80%		Not Met	According to the yearly Energage survey that was completed in December 2025, employees stated they were overall satisfied with working at ELC. Quarter one reflects the December 2024 Energage Survey Results. Quarter 3 & 4, reflects the December 2025 survey.
2. Continue to optimize the use of technology and data to promote efficiencies, evaluate value, impact, and progress, and increase data security.	2. 90% of ELC data infrastructure will be stored in the cloud.	90%	Annually	80%		On Track	IT is making progress migrating to the cloud to improving accessibility, security, and collaboration. Will be working with the Fiscal team to complete the goal
4. Obtain dedicated funding for specific allowable & unallowable expenses.	1. ELC will have funds for items for meetings, programming, and training (NON FEDERAL, NON STATE, NON MATCH).	$25,000	Annually	$38,596		Exceeding	
5. The ELC board is engaged, educated and works well with staff.	1. Results of the annual staff and board survey will show at least a 90% rating in all categories.	90%	Annually	92.30%		Exceeding	

Exceeding	14	70%
On Track	4	20%
Not Met	2	10%
Pending Data	0	0%
Total	**20**	100%

ITEM/ MEETING:	EXC271RB3 / Executive Committee
DATE:	September 29, 2026
SUBJECT:	School Board of Broward County Lease Agreement for Space at Gulf Stream Early Learning Center for Excellence Termination Letter.
FOR ACTION:	YES
RECOMMENDED ACTION:	Approve Draft Letter Terminating Related Party Lease Agreement with the School Board of Broward County for Rental Space at Gulf Stream Early Learning Center for Excellence effective November 30, 2026, Pending Execution of a New Agreement for Space at Broward Estates.
AS RECOMMENDED BY:	Staff
FINANCIAL IMPACT:	$-24,000 savings FY27, FY28 & FY29 budgets
ELC STAFF LEAD	C. Klima

Background:
The Coalition recently renewed its third three-year lease with the School Board of Broward County for office space at the Gulfstream Early Learning Center of Excellence. As utilization of the location for in-person eligibility appointments has declined, staff evaluated opportunities to better align leased space with the Coalition's operational needs.

Staff has negotiated a lease for space at the Broward Estates Early Learning and Resource Center, which is also a Broward School District site, and will serve as a dedicated location for child care provider trainings, staff development, meetings, and other outreach activities in a more central area of the county. To facilitate this transition, staff recommend terminating the Gulfstream lease effective November 30, 2026, with occupancy at Broward Estates anticipated to begin December 1, 2026.

Current Status:
The draft termination notice has been prepared and is attached for Board consideration. The notice is pending final legal review by Coalition counsel. Upon approval, the notice will be delivered to the School Board in accordance with the requirements of the existing lease agreement.

Recommended Action from Staff:
Approve Draft Letter Terminating Related Party Lease Agreement with the School Board of Broward County for Rental Space at Gulf Stream Early Learning Center for Excellence effective November 30, 2026, Pending Execution of a New Agreement for Space at Broward Estates.

Supporting Documents:

- Draft Termination Letter

Early Learning Coalition of Broward County, Inc.
1475 West Cypress Creek Road, Suite 301
Fort Lauderdale, FL 33309

[Date]

Via U.S. Mail

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

Re: Notice of Termination of Lease Agreement for Gulfstream Early Childhood Center of Excellence

Dear Dr. Hepburn:

On behalf of the Early Learning Coalition of Broward County, Inc. ("ELC"), this letter serves as formal written notice of ELC's intent to terminate the Lease Agreement dated August 19, 2025, between ELC and The School Board of Broward County, Florida ("SBBC") for leased space located at the Gulfstream Early Childhood Center of Excellence. This notice is provided pursuant to Section 3.06 of the Lease Agreement, which permits either party to terminate the agreement upon thirty (30) calendar days' written notice. 【1-1aa4c6】

ELC hereby elects to terminate the Lease Agreement effective November 30, 2026. ELC will coordinate with SBBC to ensure an orderly transition and will vacate and surrender the leased premises in accordance with the terms of the Lease Agreement. 【1-1aa4c6】

This termination is intended to coincide with the commencement of a separate lease agreement between ELC and SBBC for space at the Broward Estates site, with occupancy anticipated to begin on December 1, 2026. ELC greatly appreciates the opportunity to utilize space at Gulfstream and values its ongoing partnership with SBBC in serving Broward County's children, families, and early learning providers.

Please contact ELC if there are any transition activities or coordination efforts that should be addressed prior to the termination date.

Sincerely,

Laurie Sallarulo

Chair, Board of Directors
Early Learning Coalition of Broward County, Inc.

APPROVED AS TO FORM:

____
Julie Klahr, Esquire
General Counsel
Early Learning Coalition of Broward County, Inc.

Early Learning Coalition of Broward County, Inc.
1475 West Cypress Creek Road, Suite 301
Fort Lauderdale, FL 33309

[Date]

Via U.S. Mail

Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

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Sincerely,

Laurie Sallarulo
Chair, Board of Directors
Early Learning Coalition of Broward County, Inc.

APPROVED AS TO FORM:

____
Julie Klahr, Esquire
General Counsel
Early Learning Coalition of Broward County, Inc.

cc: SBBC Director, Facility Planning and Real Estate Department
SBBC Executive Director, Family & Community Engagement
Renee Jaffe, ELC Chief Executive Officer
Christine Klima, ELC Chief Administrative Officer

ITEM/ MEETING:	EXC271RB4 / Executive Committee
DATE:	September 29, 2026
SUBJECT:	Related Party 3-year Lease Agreement for space at Broward Estates Learning Center
FOR ACTION:	YES
RECOMMENDED ACTION:	Approve Related Party 3-year Lease Agreement for space at Broward Estates Learning Center with Broward County Public Schools
FINANCIAL IMPACT:	\$97,179 Base rent (paid in kind with services) 44,184 Custodial and operating costs over 3 years (paid in cash) **\$141,363 Total cost over 3 years**
AS RECOMMENDED BY:	Staff
ELC STAFF LEAD	C. Klima

Background Information

Since 2018, the Coalition has leased space from the School Board of Broward County (SBBC) at the Gulfstream Early Learning Center for Excellence. The leased space included dedicated offices for program eligibility counselor services for families and access to shared space for provider group training activities.

In 2026, SBBC opened a new facility at the Broward Estates Learning Center that is more centrally located and offered the Coalition an opportunity to transition to a larger dedicated training space. As the Coalition's service delivery model has evolved and demand for in-person eligibility appointments has declined, staff has reconfigured its use of leased space to prioritize provider training, professional development, and community engagement activities. The Broward Estates facility better aligns with these operational needs while providing improved training capacity and accessibility.

Because the School Board of Broward County is a governmental entity, this lease is exempt from competitive solicitation pursuant to section 287.057(3)(e)12, Florida Statutes.

Board Members Rebecca Thompson and Sharonda Bailey are employees of the School Board of Broward County and therefore have a related-party interest in this agreement as defined by Florida law and the Coalition's Grant Agreement with the Florida Department of Education. Accordingly, any related party must disclose the conflict and abstain from voting on contracts or purchases in which they are an interested party, either individually or as an organizational representative. An excerpt from the Grant Agreement describing this requirement is attached for reference.

Current Status:

The lease provides approximately 800 square feet of dedicated training and program space at the Broward Estates Early Learning and Resource Center for a three-year term. The lease has an estimated total value of \$141,362 over the initial term, consisting of approximately \$97,178 in rent and \$5,981 in operating expenses, both of which may be satisfied through documented in-kind services provided by the Coalition, and approximately \$38,204 in custodial costs, which must be paid in cash. Annual increases are capped at three percent. The lease agreement has been approved as to form by legal counsel.

Year	Base Rent (In-Kind)	Operating Expenses (Cash)	Custodial Services (Cash)	Total Annual Value
Year 1	$31,440	$1,935	$12,360	$45,735
Year 2	$32,383	$1,993	$12,731	$47,107
Year 3	$33,355	$2,053	$13,113	$48,520
Total	**$97,178**	**$5,981**	**$38,204**	**$141,362**

Recommended Action from Staff:

Approve Related Party 3-year Lease Agreement for space at Broward Estates Learning Center with Broward County Public Schools

Supporting Documents:

- Draft Lease Agreement
- Grant Agreement Related Party Requirements

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of ________________ 2026, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a political subdivision of the State of Florida having its principal place of business at
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301
and
EARLY LEARNING COALITION OF BROWARD COUNTY, INC.
(hereinafter referred to as "ELCBC")
a Florida not for profit corporation whose address is
1475 W. Cypress Creek Road, #301
Fort Lauderdale, Florida 33309

WHEREAS, SBBC is a political subdivision of the State of Florida pursuant to Section 1.01, Florida Statutes, and a governmental unit for the purposes of Section 196.199, Florida Statutes, and has certain space available in one of its facilities; and

WHEREAS, SBBC owns and operates Broward Estates Early Learning and Resource Center ("**BEELRC**") located at 441 NW 35th Avenue, Fort Lauderdale, Florida 33311 and has certain space available in BEELRC; and

WHEREAS, ELCBC desires to lease space at BEELRC from SBBC for the purpose described in Paragraph 2.03; and

WHEREAS, SBBC would otherwise be required to expend public funds to procure the services that ELCBC proposes to provide in exchange for its use of SBBC's facilities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SBBC and ELCBC (collectively, the "Parties") hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 - SPECIAL CONDITIONS

2.01 **Term of Lease Agreement**. Unless extended or terminated pursuant to Sections 2.16 and 3.06 of this Lease Agreement respectively, the term of this Lease Agreement shall commence on _______, 2026 ("Effective Date") and conclude on _______, 2029.

2.02 **Leased Facility**. SBBC hereby leases to ELCBC, Room No. 301 in Building No. 3, located at the BEELRC (hereafter referred to as "Leased Facility") as shown on **Composite Exhibit**

"A" (Site Plan) and **Exhibit "B"** (Floor Plan) which are attached hereto and incorporated herein by reference.

2.03 **Permitted use of Leased Facility and Hours of Operation**. ELCBC shall utilize the Leased Facility to provide SBBC students, parents, families and the community at large with the following services: 1) support for families and early childhood education community providers and 2) training sessions for childcare providers and Broward County Public Schools (BCPS) staff, including Child Development Associates (CDA) certification.

(a) The Leased Facility shall be used by ELCBC only for the purposes described above. Except as described herein, the Leased Facility may be used by ELCBC from 7:00 a.m. to 9:00 p.m., five (5) days a week, when the BEELRC is open for SBBC's operations Monday through Friday. ELCBC will not be entitled to use the Leased Facility during any periods when BEELRC is closed for reasons including, not limited to federal or state holidays, weekends, and days when BEELRC is closed, including Fridays during SBBC's four (4) day work week. If necessary, ELCBC may request the use of the Leased Facility at times when BEELRC is closed, but such use may only be granted upon advance written approval by SBBC's site administrator for BEELRC. If approval for ELCBC to use the Leased Facility is granted, ELCBC will be required to pay for security, custodial, and all other applicable costs associated with using the Leased Facility beyond the BEELRC normal hours of operation as articulated herein and when BEELRC is closed.

(b) ELCBC shall not do or permit to be done in or about the Leased Facility, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, statute, School Board Policy, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated; or which is prohibited by any standard form of fire insurance policy or will in any way increase the existing rate of or affect any fire or other insurance upon the building in which the Leased Facility is situated or any of its contents, or cause a cancellation of any insurance policy covering said building or any part thereof or any of its contents. School Board shall provide notice to ELCBC upon adoption or revision of any School Board Policy following the execution of this Lease Agreement.

(c) ELCBC shall not do or permit anything to be done in or about the Leased Facility which will in any way obstruct or interfere with the rights of the occupants of BEELRC in which the Leased Facility is situated, or injure or annoy them or use or allow the Leased Facility to be used for any improper, immoral, unlawful or objectionable purpose (as determined by SBBC); nor shall ELCBC cause, maintain, or permit any nuisance (as determined by SBBC or by law) in or about the Leased Facility or commit or suffer to be committed any waste in, on, or about the Leased Facility.

(d) ELCBC, at ELCBC's expense, shall comply with all laws, rules, orders, statutes, School Board Policies, ordinances, directions, regulations and requirements of all federal, state, county and municipal authorities pertaining to ELCBC's use of the Leased Facility, and with the recorded covenants, conditions and restrictions applicable to the building in which the Leased Facility is situated, regardless of when they become effective or applicable, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, hazardous materials, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and the Americans with Disabilities Act of 1990 and Florida Americans With Disabilities Accessibility Implementation Act, as both may be amended from time to time (collectively "ADA") and with any direction of any public officer or officials which shall impose any duty upon SBBC or ELCBC with respect to the use or occupation of the premises.

2.04 **Site Plan, Floor Plan and Parking Plan**. The site plan of the Leased Facility is attached hereto and incorporated herein as **Composite Exhibit "A."** The Site Plan and Exhibit "C" both delineate in red the areas that ELCBC may utilize for parking.

2.05 **Base Rent**. Per School Board Policy 8020, the monthly base rental fee shall be Two Thousand Six Hundred Twenty Dollars ($2,620.00) per month**.** The base rent for the Leased Facility is based on the cost to rent one (1) classroom space twice a week as called for in the Fee Schedule contained in School Board Policy 8020. Beginning on the first anniversary of the Effective Date of the Lease Agreement, and on each subsequent anniversary thereof, the Base Rent shall be adjusted by three percent (3%) per annum. So long as ELCBC provides In-Kind Services with a verified annual value equal to or exceeding the total Base Rent then due, ELCBC shall owe no cash payment of Base Rent. Any shortfall shall be paid in cash within thirty (30) days of SBBC's notice after the annual reconciliation. In-Kind Services shall be reconciled against a Base Rent and Operating Expenses on a combined basis, unless otherwise specified in Exhibit "D."

2.06 **In-Kind Services.** In lieu of the payment of a base rental fee cited herein for use of the Leased Facility, ELCBC agrees to assign ELCBC personnel to the Leased Facility to deliver ELCBC services and programmatic programs as stated in Section 2.03 of this Lease Agreement ("In-Kind Services") throughout the term of this Lease Agreement. The base rental fee for the Leased Facility Is Two Thousand Six Hundred Twenty Dollars ($2,620.00) per month. Prior to the commencement of this Lease Agreement, ELCBC shall provide documentation to SBBC showing the amount that ELCBC will expend through the term of the Lease Agreement for the provision of services required under this Lease Agreement and such sum must at least be equivalent to Thirty One Thousand Four Hundred Forty Dollars ($31,440.00) which reflects the annual value of the base rental fee for the Leased Facility. The base rental fee cited herein and the Operating Expenses due shall not increase by more than three percent (3%) per year. If the amount shown in the document is lower than the base rent due, ELCBC shall take corrective action to make up the difference prior to commencement of the term of this Lease Agreement. Thereafter, ELCBC shall annually provide said documentation to the Superintendent or his/her designee (SBBC's site administrator for BEELRC, with a copy to the Director, Facility Planning & Real Estate Department) within ninety (90) calendar days after the beginning of each school year. The manner of ELCBC's compensation to the SBBC for the base rent payment due, via the In-Kind Services articulated herein, is authorized by the applicable section(s) of School Board Policy 8020. The procedures, documentation standards, and valuation methodology for reconciling ELCBC in-kind services against the Base Rent and Operating Expenses due under the Lease Agreement with the SBBC for the BEELRC is set forth in **Exhibit "D"** -- **In-Kind Services Reconciliation and Valuation Procedures**, which is attached hereto and incorporated herein. In the event of any conflict between this Lease Agreement and Exhibit "D," the provisions of this Lease Agreement shall control.

2.07 **Operating Expenses**. Operating Expenses are due annually but may be satisfied through In-Kind Services. The Parties agree that Base Rent and Operating Expenses may both be offset by verified In-Kind Services pursuant to Exhibit "D." If the verified In-Kind value is less than the combined amounts due, ELCBC shall pay the difference in cash within thirty (30) days of SBBC's notice after the annual reconciliation. The operational cost regarding use of the Leased Facility shall be based upon ELCBC's pro-rata share of the historical Operating Expenses of BEELRC, which is 0.8%. The 0.8% pro-rata share is based on 800 sq. ft. / 100,000 sq. ft. where the numerator (800 sq. ft.) is the area of the room being leased and the denominator (100,000 sq. ft.) is the total area of the BEELRC. Operating Expenses for the first Lease year (measured on a school-year basis) shall be One Thousand Nine Hundred Thirty-Five Dollars ($1,935.00) (or One Hundred Sixty-One and 25/100 Dollars ($161.25) per month) based upon the average of the prior three (3) years of operational expenses of the BEELRC multiplied by 0.8%. Thereafter, annual Operating Expenses shall equal SBBC's audited BEELRC prior year operating costs × 0.8%, subject to a three percent (3%) cap on annual increases. In lieu of paying the Operating Expenses stated herein, ELCBC shall provide In-Kind Services equal to or exceeding the value of the Operating Expenses for each school year**.** The Operating Expenses shall be reconciled annually against the actual verified value of the In-Kind Services provided by ELCBC over the prior twelve (12) months and the Operating Expenses cited herein shall not increase annually by more than three percent (3%) per year, subject to the cap stated above. Prior to commencement of the term of this Lease Agreement, ELCBC shall provide documentation as required by Exhibit "D." If the amount shown in such documentation (i.e., the projected value of In-Kind Services) is lower than the Operating Expenses due, ELCBC shall take corrective action to make up the difference prior to commencement of the term of this Lease Agreement. Thereafter, ELCBC shall annually provide said documentation to the Superintendent or his/her designee (SBBC's site administrator for BEELRC, with a copy to the Director, Facility Planning & Real Estate Department) within ninety (90) calendar days after the beginning of each school year. The manner of ELCBC's compensation to SBBC for the payment of Operating Expenses due to SBBC, via the In-Kind Services articulated herein, is as authorized by the applicable section(s) of School Board Policy 8020. In-Kind Services shall be reconciled against Base Rent and Operating Expenses on a combined basis, unless otherwise specified in Exhibit "D."

2.08 **Custodial Service Cost**. In addition to any In-Kind Services Expenses (If applicable) and Operating Expenses as expressed in this Agreement, ELCBC will be required to pay a shared custodial services cost for the Leased Facilities in the amount of $12,360.00 annually (or $1,030.00 monthly). The custodial services cost constitutes a separate monetary obligation of ELCBC and shall not be eligible for offset, credit, reconciliation, or satisfaction through In-Kind Services. Custodial services costs shall be paid exclusively in cash in accordance with this Section 2.08. All payments of custodial services costs are due on the first (1st) day of each calendar month, made payable to "The School Board of Broward County, Florida" and delivered to the Director, Facility Planning and Real Estate Department, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.

2.09 **Relocation of Leased Facility**. If upon expiration of this Lease Agreement ELCBC elects to renew this Lease Agreement and continue leasing space in an SBBC owned facility, ELCBC agrees that SBBC at SBBC's sole discretion may relocate ELCBC to another comparable location within the Broward County Public Schools. In such event, ELCBC shall bear all costs of moving its property from one location to another.

2.10 **Utilities**. During the term of this Lease Agreement as described in Section 2.01, SBBC shall provide water, electricity, telephone outlet, general lighting, air conditioning and heating by means of appliances and fixtures installed for ordinary purposes to service the Leased Facility. SBBC shall not be obligated to furnish or install any appliances or fixtures not installed at the Leased Facility at the time of the execution of this Lease Agreement or to furnish or install any appliances or fixtures contemplated by ELCBC for any special uses. SBBC shall not be responsible or chargeable for any interruptions, delays or failures in furnishing any such utilities due to causes beyond SBBC's control. ELCBC will be permitted access to and use of SBBC's internet service only if such access is permitted by SBBC's applicable contract or license for such service. If access is not permitted by SBBC's applicable contract or license, ELCBC shall be required to obtain such services at ELCBC's sole expense.

2.11 **Heating, Air Conditioning and Lighting**. Heating and air conditioning maintenance services and repairs shall be the responsibility of SBBC. If the equipment is no longer serviceable, SBBC shall be responsible for the cost of replacing the equipment for the Leased Facility. SBBC agrees to maintain the light fixtures installed in the Leased Facility for the use of ELCBC during the term of this Lease Agreement.

2.12 **Security Costs**. ELCBC will provide required security personnel during such hours and days when BEELRC is closed for the reasons stated in 2.03 at its sole costs. Also, ELCBC agrees to pay SBBC required security costs, incurred by the SBBC, if at any time, SBBC provides security personnel during such hours and days when BEELRC is closed for the reasons stated in 2.03. In such instances SBBC shall invoice ELCBC for the security costs incurred, and ELCBC upon receipt of the invoice shall pay SBBC the full amount due within thirty (30) calendar days of receipt of the invoice.

2.13 **Office Equipment and Supplies**. ELCBC agrees to provide all office equipment, telephones, computers, copiers, facsimile machines and office supplies necessary for ELCBC personnel to conduct ELCBC's business at the BEELRC during the term of this Lease Agreement.

2.14 **Office Furniture & Furnishings**. Inclusive of those items described in Section 2.13, ELCBC shall provide office furniture and furnishings for the Leased Facility during the term of this Lease Agreement.

2.15 **ELCBC Personnel**. ELCBC shall hire and pay for all ELCBC personnel. The Parties agree that ELCBC personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits or workers compensation for such persons. However, ELCBC agrees that, as appropriate, all ELCBC employees shall follow all applicable SBBC policies and procedures.

2.16 **Renewal Option**. ELCBC may request to renew this Lease Agreement for an additional three (3) year term prior to its expiration, and if ELCBC does so, the terms and conditions applicable to the renewal term shall be the same as those stated herein, except that the base rent shall be adjusted to the rates in effect at the time of the renewal as stated in Policy 8020, and ELCBC shall provide SBBC with written notice of its intent to exercise this Renewal Option at least two hundred and seventy (270) calendar days prior to the end of the term of the Lease Agreement and such requested renewal shall be subject to SBBC approval. During the renewal term, ELCBC shall provide SBBC with the In-Kind Services described in Section 2.06, and Section 2.07.

2.17 **Payment of Taxes**. ELCBC is a Florida not-for-profit corporation and not a governmental unit. SBBC is a political subdivision exempt from ad valorem taxation under § 196.199, Fla Stat. To the extent any taxes, fees or assessments are imposed on ELCBC's possessory interest or operations, such amounts shall be ELCBC's sole responsibility. Nothing herein shall be construed to waive any exemption applicable to SBBC.

2.18 **ADA**. SBBC hereby represents that the property herein meets all accessibility requirements of the Federal Americans with Disabilities Act (ADA), Florida Accessibility Code for Building Construction implemented under the Florida Americans with Disabilities Implementation Act, except as modified by State Requirements for Educational Facility, for the use or occupancy intended by ELCBC.

2.19 **Asbestos and Radon Gas**. SBBC hereby represents that the property described herein is free from friable asbestos as defined in the Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763, Asbestos Materials in Schools, October 30, 1987, and the current Florida State Requirements for Educational Facility (SREF), whichever is more stringent. SBBC notifies ELCBC as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

2.20 **Subletting**. ELCBC acknowledges that ELCBC's obligations and duties under this Lease Agreement are unique and not subject to being adequately performed by any other party. As such, ELCBC shall not sublease or assign any portion of the Leased Facility without the prior written approval of the SBBC, which approval shall not be unreasonably withheld.

2.21 **Maintenance Repairs**. ELCBC shall maintain and keep in good repair the interior of the Leased Facility and any doors, hardware, and non-structural components serving the Leased Facility during the term of this Lease Agreement and shall be responsible for the replacement of all windows, doors and ancillary fixtures broken and damaged at the Leased Facility, except if such breakage or damage is caused to the exterior of the Leased Facility by SBBC, students or its employees. No services or maintenance shall be provided except as otherwise stated in this Lease Agreement. ELCBC will not damage the Leased Facility or the Building in which it is situated but will maintain the Leased Facility in a clean, attractive condition and in good repair. Upon termination of this Lease Agreement, ELCBC will surrender and deliver the Leased Facility to SBBC free of ELCBC's personal property and in broom clean condition, and in the same condition in which it existed prior to ELCBC's occupancy of the Leased Facility, excepting only ordinary wear and tear, and damage from casualty and governmental taking, as set forth herein.

2.22 **Special Services**. Except for any services that are expressly to be provided by SBBC under this Lease Agreement, it shall be ELCBC's responsibility to arrange and pay for any and all services not stated herein required for ELCBC's intended use of the Leased Facility.

2.23 **Fire Legal Liability Damage to Rented Premises**. ELCBC shall maintain Fire Legal liability damage to rented premises with limits of $500,000.00 per occurrence/aggregate.

2.24 **Automobile Liability Insurance**. ELCBC shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence Combined Single Limit for Bodily Injury and Property Damage.

2.25 **Other Insurance Requirements**. ELCBC shall maintain General Liability insurance during the term of this Lease Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate. SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein throughout the term of this Lease Agreement. ELCBC shall provide certificates of insurance evidencing all required coverage annually and upon SBBC request.

2.26 **SBBC Liability**. SBBC shall not be responsible for any damage, accident, injury or death to ELCBC or ELCBC's property or to ELCBC's agents, servants, employees or invitees or to their property from any cause whatsoever while such persons or property are located upon SBBC's property either prior to, during or after the period for which ELCBC has been permitted use of the Leased Facility. Nothing in this Section shall diminish either party's remedies arising from the other party's negligence as addressed in Section 2.39.

2.27 **Licenses and Permits**. ELCBC agrees to obtain at its sole expense any permits, licenses or additional authorization required by law or ordinance for ELCBC use of the Leased Facility.

2.28 **Condition and Inspection of Leased Facility**. ELCBC agrees to accept the Leased Facility in **AS IS** condition at the time this Lease Agreement is executed. ELCBC may not remove or relocate any of SBBC's property, appliances or fixtures located upon the Leased Facility without the prior written approval of SBBC's site administrator of the Leased Facility. If such approval is granted, ELCBC shall bear all costs of such removal and relocation and of restoring such property, appliances or fixtures to its original condition or location as directed by the site administrator upon the termination of this Lease Agreement. Under no circumstances shall ELCBC remove SBBC's equipment, furnishings, or other property from the Leased Facility.

2.29 **Improvements**. The parties acknowledge that there will be no improvements to the Leased Facility pursuant to this Lease.

(a) Any Improvements placed on said Leased Facility without the prior written approval of SBBC as to location shall immediately be removed or relocated within ninety (90) calendar days of written demand by SBBC, unless the Parties agree that the Improvements should remain whereby this Lease Agreement will be amended, in writing to reflect the use and responsibility of the Improvements.

(b) Consistent with provisions in this Lease Agreement, any Improvements made by ELCBC, if not removed and space restored to its original condition, shall become the property of SBBC. ELCBC agrees that SBBC shall not compensate ELCBC for such improvements.

2.30 **SBBC's Access to the Leased Facility**. SBBC or its authorized agent or agents shall have the right to enter upon the Leased Facility at all reasonable times for the purposes of inspecting the same, preventing waste, making such repairs as SBBC may require, or to perform maintenance services.

2.31 **Parking Areas**. SBBC shall keep and maintain the parking areas adjacent to the Leased Facility in good condition. SBBC reserves the right to control the method, manner and time of parking in the parking areas. ELCBC personnel, assigned to work in the Leased Facility, ELCBC clients/visitors shall upon the effective date of this Lease Agreement and/or occupation of the Leased Facility by ELCBC, have the right to use the parking area as shown in Composite Exhibit "A" and Exhibit “C” to park vehicles. SBBC reserves the right, at any time, at its sole discretion, to designate specific parking spaces in the parking area for use by SBBC employees. Any ELCBC staff found to be parked improperly in such designated parking spaces shall have their parking privileges revoked, and their vehicles will be subject to towing at the sole expense of the vehicles' owners. For the purposes of this Lease Agreement, a vehicle shall be defined as a car, pick-up truck, SUV and/or motorcycle. ELCBC acknowledges that use of the parking area cannot be guaranteed at times other than BEELRC’s normal operating hours and may be limited by SBBC in its sole discretion for safety or operational reasons. ELCBC acknowledges that parking availability may be limited during school events or activities, and SBBC shall provide reasonable notice where feasible.

2.32 **Key to Leased Facility**. SBBC will provide ELCBC with keys to access the Leased Facility and interior spaces upon approval of this Lease Agreement. Upon the termination or expiration of this Lease Agreement and prior to vacating the Leased Facility within a ten (10) calendar day period, ELCBC shall return to the site administrator of the Leased Facility, all keys to the Leased Facility. ELCBC admits and agrees that should it fail to return the aforementioned keys to SBBC within the specified time period, ELCBC shall be responsible to pay to have the lock(s) on the appropriate facility door(s) changed.

2.33 **Deliveries**. ELCBC agrees to be responsible for the arrangement and payment for any and all deliveries to the Leased Facility of any equipment, property, scenery, goods or other material necessary for ELCBC’s use of the Leased Facility.

2.34 **ELCBC’s Property/Improvements**. ELCBC agrees to immediately commence removal of all its property/ improvements and that of its personnel from the Leased Facility and complete such removal within ten (10) business days after the conclusion or termination of ELCBC’s permitted use of the Leased Facility and restore the Leased Facility to its original state. ELCBC agrees that any property left by it at the Leased Facility more than ten (10) business days beyond the period permitted under this Lease Agreement, shall be left at ELCBC’s peril, shall be considered abandoned, title to such property shall pass to SBBC, and such property may be disposed of at the sole discretion of SBBC's site administrator without any recourse by ELCBC. It is agreed that no bailor/bailee relationship shall be construed to exist between SBBC and ELCBC with regard to any property left by ELCBC at the Leased Facility at times other than the period permitted under this Lease Agreement.

2.35 **Hazardous Materials**. ELCBC shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about the Leased Facility by ELCBC, its agents, principals, employees, contractors, consultants or invitees without the prior written consent of SBBC's site administrator, which consent may be withheld for any reason whatsoever or for no reason at all. If ELCBC breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material upon the Leased Facility caused or permitted by ELCBC (or the aforesaid others) results in:

(a) Any contamination of the Leased Facility, the surrounding area(s), the soil or surface or ground water.

(b) Loss or damage to person(s) or property, or if contamination of the Leased Facility or the surrounding area(s) by Hazardous Material otherwise occurs for which ELCBC is liable for actual damages, then ELCBC shall be solely responsible for all costs, expenses and amounts required to remediate, clean up and correct such matter. This includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Facility.

(c) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Leased Facility or the surrounding area(s) caused or permitted by ELCBC (or the aforesaid others) results in (a) any contamination of the Leased Facility, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then ELCBC shall immediately notify SBBC of any contamination, claim of contamination, loss or damage and, after consultation and approval by SBBC, take all actions at ELCBC's sole expense as are necessary or appropriate to return the Leased Facility, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of ELCBC shall survive the expiration or earlier termination of this Lease Agreement.

(d) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" (as such terms are defined by Florida Administrative Code ("F.A.C. ") Chapter 17-712, as amended from time to time), and extremely "hazardous waste" or "hazardous substance" pursuant to federal, state or local governmental law.

(e) SBBC and its agents shall have the right, but not the duty, to inspect the Leased Facility at any time to determine whether ELCBC is complying with the terms of this Lease Agreement. If ELCBC is not in compliance with this Lease Agreement, SBBC shall have the right to immediately enter upon the Leased Facility to remedy at ELCBC's expense any contamination caused by ELCBC's failure to comply, notwithstanding any other provision of this Lease Agreement. SBBC shall use its best efforts to minimize interference with ELCBC's operations but shall not be liable for any interference caused thereby.

(f) Any non-compliance by ELCBC with its duties, responsibilities and obligations under this Section shall constitute a default of this Lease Agreement, no notice of any nature from SBBC to ELCBC being required.

2.36 **Adult Products; Smoking**. ELCBC shall not bring, keep, or possess any adult products, intoxicating beverages, drugs, narcotics or gambling devices upon SBBC property or permit others to do so. In accordance with state law and School Board Policy 1120, smoking will not be permitted upon SBBC property under any circumstances.

2.37 **Removal of Persons**. SBBC reserves the right, through its representatives, to eject any objectionable person or persons from SBBC property including, without limitation, the Leased Facility, and in the event of the exercise of this authority by SBBC through its representatives, agents or through law enforcement personnel, ELCBC hereby waives any right and all claims for damages against SBBC or any of its representatives or agents.

2.38 **Background Screening**. ELCBC personnel, volunteers, temporary staff, consultants, contractors, subcontractors, and any other individuals performing services on behalf of ELCBC who are present on SBBC property, who have direct contact with students, who have access to student records, or who have access to school funds shall be background screened in accordance with the provisions of §435.04, Florida Statutes and thereby comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by ELCBC in advance of ELCBC or its personnel providing any services under the conditions described in the previous sentence. ELCBC shall bear the cost of acquiring the background screening to maintain the fingerprints provided with respect to ELCBC and its personnel. The Parties agree that the failure of ELCBC to perform any of the duties described in this section shall constitute a material breach of this Lease Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Lease Agreement.

2.39 **Liability**. This section survives the termination of all performance or obligations under this Lease Agreement and is fully binding until such time as any proceeding brought on account of this Lease Agreement is barred by any applicable statute of limitations.

2.39.1 By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2.39.2 By ELCBC. ELCBC, as an early learning coalition, shall be liable for its tortious acts and omissions and those of its officers, employees, and agents within the scope of their employment, subject to the limitations of § 768.28 and § 1002.83(10), Florida Statutes. To the fullest extent required by law, ELCBC agrees to indemnify, hold harmless, and reimburse SBBC, its officers, employees, and agents from and against any and all third-party claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of or relating to ELCBC's negligent acts or omissions or its officers, employees, or agents. No provision of this Agreement intended to serve or shall be interpreted as a waiver of sovereign immunity to any party to which it applies.

2.40 **Notice.** When either party desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning and Real Estate Department
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To ELCBC: Office of the Chief Executive Officer
Early Learning Coalition of Broward County, Inc.
1475 W. Cypress Creek Road, #301
Fort Lauderdale, Florida 33309

2.41 **Inspection of ELCBC's Records by SBBC**. SBBC and ELCBC shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC or ELCBC under this Lease Agreement. All SBBC or ELCBC's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's or ELCBC's agent or its authorized representative to permit SBBC or ELCBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Lease Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by ELCBC or any of ELCBC's payees pursuant to this Lease Agreement. SBBC's or ELCBC's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Lease Agreement. SBBC or ELCBC's

Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Lease Agreement without regard to funding sources.

2.42 **SBBC's or ELCBC's Records Defined**. For the purposes of this Lease Agreement, the term "SBBC's Records" or "ELCBC's Records" shall include, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Lease Agreement.

2.43 **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or ELCBC's agent or authorized representative shall have access to SBBC's Records or ELCBC's Records from the effective date of this Lease Agreement, for the duration of the term of this Lease Agreement, and until the later of five (5) years after the termination of this Lease Agreement or five (5) years after the date of final payment by SBBC to ELCBC pursuant to this Lease Agreement. SBBC's agent or ELCBC's agent or its authorized representative shall provide SBBC or ELCBC with reasonable advance notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation and or reproduction.

2.44 **Audit Site Conditions**. SBBC's agent or ELCBC's agent or its authorized representative shall have access to SBBC's facility or ELCBC's facility and to any and all records related to this Lease Agreement and shall be provided adequate and appropriate workspace in order to exercise the rights permitted under this section.

2.45 **Failure to Permit Inspection**. Failure by either party to permit the other party to audit, inspect, examine, evaluate and/or reproduce as permitted under this Section shall constitute grounds for termination of this Lease Agreement by the non-offending party for cause.

2.46 **Overcharges and Unauthorized Charges**. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by ELCBC in excess of two percent (2%) of the total billings under this Lease Agreement, the actual cost of SBBC's audit shall be paid by ELCBC. If the audit discloses billings or charges to which ELCBC is not contractually entitled, ELCBC shall reimburse SBBC such sum within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

2.47 **Inspection of Subcontractor's Records**. ELCBC shall require any and all subcontractors ("Payees") to comply with Sections 2.41-2.48 by including those requirements in each subcontract. Failure by ELCBC to include such requirements in any subcontract shall constitute grounds for termination of this Lease Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to ELCBC pursuant to this Lease Agreement and such excluded costs shall become the liability of ELCBC.

2.48 **Inspector General Audits**. SBBC and ELCBC shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.49 **Waiver of Jury Trial**. The Parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding, or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease Agreement, the relationship of landlord and ELCBC, ELCBC's use or occupancy of the Leased Facility, and/or claim or injury or damage.

2.50 **Recording**. This Lease Agreement shall not be recorded without SBBC's prior written consent, and any recording hereof, or attempt to do so, by ELCBC shall constitute a default under this Lease Agreement, no curative notice to ELCBC from SBBC being required.

2.51 **Limitation of SBBC's Liability upon Transfer**. In the event of transfer and assignment by SBBC of its interest in this Lease Agreement and/or sale of the Leased Facility, SBBC shall thereby be released from any further obligations hereunder, accruing from and after the date of such transfer, and ELCBC agrees to look solely to such successor in interest of SBBC for performance of such obligations, except as provided in Section 2.39.1 herein above.

2.52 **SBBC's Default**. SBBC shall in no event be charged with default in the performance of any of its obligations under this Lease Agreement unless and until SBBC shall have failed to perform such obligations within thirty (30) calendar days (or within such additional time as is reasonably required to remedy any such default) after written notice to SBBC by ELCBC properly specifying and detailing the particulars of wherein and whereby ELCBC claims SBBC has failed to perform such obligations. No default by SBBC under this Lease Agreement shall give ELCBC the right to terminate this Lease Agreement or withhold or otherwise abate any sums payable or services deliverable to SBBC by ELCBC under this Lease Agreement. Notwithstanding the foregoing, termination rights in Sections 3.06-3.07 control.

2.53 **ELCBC's Default**. This Section shall be interpreted in harmony with Section 3.07; cure rights provided in Section 3.07 apply unless expressly stated otherwise in this Section. ELCBC shall be in default of its obligations hereunder in the event that any of the following occurs:

(a) ELCBC's failure to make any required cash payment (after application of In-Kind Services) for a period of thirty (30) calendar days after written notice by SBBC;

(b) ELCBC's failure to observe, keep or perform any of the other terms, covenants, agreements, or conditions of this Lease Agreement or in applicable School Board Policies for a period of thirty (30) calendar days after written notice by SBBC;

(c) The bankruptcy of ELCBC;

(d) ELCBC making an assignment for the benefit of creditors;

(e) A receiver or trustee being appointed for ELCBC or a substantial portion of ELCBC's assets;

(f) Voluntary petitioning by ELCBC for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

(g) ELCBC's deserting, vacating or abandoning any substantial portion of the Leased Facility or attempting to mortgage or pledge or otherwise encumber in any way its interest hereunder;

(h) ELCBC's interest under this Lease Agreement being sold under execution or other legal process;

(i) ELCBC's interest under this Lease Agreement being modified or altered by an unauthorized assignment or subletting or by operation of law;

(j) Any of the goods or chattels of ELCBC used in, or incident to, the ELCBC's operations upon the Leased Facility being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding;

(k) ELCBC's failure to pay any other sums payable hereunder when due for two (2) consecutive months or for a total of four (4) months in any term or Renewal Term; or

(l) ELCBC's failure to operate as continuously during normal-operating hours upon the Leased Facility in a fully staffed, fully equipped manner and/or as contemplated as per Section 2.03 of this Lease Agreement; or

(m) In the event of any of the foregoing, SBBC shall provide notice and an opportunity to cure in accordance with Section 3.07. If the default is not cured within the applicable cure period (as extended under Section 3.07, if applicable), then SBBC may terminate this Lease Agreement upon thirty (30) calendar days' written notice as provided in Section 3.07, and re-enter upon and take possession of the Leased Facility whereupon all right, title and interest of ELCBC in the Leased Facility shall end and ELCBC shall immediately vacate the Leased Facility. The exercise by SBBC of this right shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or in subsequent times or actions.

(n) No re-entry or retaking possession of the Leased Facility by SBBC shall be construed as an election on its part to terminate this Lease Agreement, unless a written notice of such intention be given to ELCBC, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monies due to SBBC hereunder or of any damages accruing to SBBC by reason of the violations of any of the terms, provisions, and covenants herein contained. SBBC's acceptance of any monies following any event of default hereunder shall not be construed as SBBC's waiver of such event of default. No forbearance by SBBC of action upon any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions, and covenants herein contained. Forbearance by SBBC to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that SBBC may suffer by reason of termination of this Lease Agreement or the deficiency from any reletting as provided for above shall include the expense of repossession or reletting and any repairs or remodeling undertaken by SBBC following repossession. This waiver provision shall apply in harmony with Section 3.15.

2.54 **Brokerage Commission**. ELCBC warrants that there are no claims for broker's commissions or finder's fees in connection with its execution of this Lease Agreement.

2.55 **Corporate Tenancy**. Each person executing this Lease Agreement on behalf of ELCBC hereby warrants and certifies to SBBC that ELCBC is authorized to do business in the State of Florida and has full right and authority to enter into this Lease Agreement. The undersigned office of ELCBC hereby further warrants and certifies to SBBC that he or she, as such officer, is authorized and empowered to bind the organization to the terms of this Lease Agreement by his or her signature thereto. In the event any such warranties or certifications prove to be false at any time hereafter, all persons who execute this Lease Agreement shall be liable, individually, and jointly and severally. If ELCBC is a corporation, limited liability company, partnership, limited partnership or other artificial entity (other than one whose shares are regularly and publicly traded on a recognized stock exchange), any change in the ownership of and/or power to vote the majority of the outstanding capital stock of or the power to control the actions, policies or business operations of ELCBC, whether such change of ownership is by sale, assignment, bequest, inheritance, merger, dissolution, operation of law or otherwise, without the prior written consent of SBBC shall constitute a default of this Lease Agreement. ELCBC shall have an affirmative obligation to notify immediately SBBC of any such change.

2.56 **Absence of Option**. SBBC has delivered a copy of this Lease Agreement to ELCBC for ELCBC's review only and the delivery hereof does not constitute an offer to ELCBC or an option to lease or a reservation of option for the Leased Facility, and this Lease Agreement shall become effective only when a copy executed by both SBBC and ELCBC is delivered to and accepted by SBBC.

2.57 **Operating Expenses a Separate Covenant**. ELCBC shall not withhold or reduce ELCBC's required payments of Operating Expenses and other charges provided in this Lease Agreement, it being expressly understood and agreed by the Parties that such payment is a contractual covenant by ELCBC that is independent of the other covenants of the Parties hereunder.

2.58 **Holding Over**. The failure of ELCBC to surrender the Leased Facility on the date provided herein for the expiration of any term of this Lease Agreement (or at the time the Lease Agreement may be terminated otherwise by SBBC), and the subsequent holding over by ELCBC, with or without the consent of SBBC, shall result in the creation of a tenancy at sufferance and ELCBC shall, for the duration of such tenancy, pay double the sums payable at the expiration of this Lease Agreement. This provision does not give ELCBC any right to hold over at the expiration of any term of this Lease Agreement, and SBBC's acceptance of any payments following the expiration of this Lease Agreement shall not be deemed to be a renewal of the term of the Lease Agreement, either by operation of law or otherwise. If ELCBC has timely delivered notice of renewal under Section 2.16, ELCBC shall not be deemed a holdover tenant during SBBC's review period.

2.59 **Construction Liens**.

2.59.1 ELCBC shall not make alterations or improvements except as permitted by Section 2.29 (Improvements), and shall not permit any construction liens to be placed upon the Leased Facility or improvements thereon during the term hereof or any renewal term thereafter, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of ELCBC, and in the case of the filing of any such lien ELCBC will promptly pay the same. If ELCBC has not satisfied such lien or transferred it to bond within ten (10) calendar days after written notice from SBBC to ELCBC, SBBC shall have the right and privilege, solely at SBBC's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses, interest, and reasonable attorneys' and paralegals' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings), shall be considered additional Operating Expenses hereunder due from ELCBC to SBBC and shall be repaid to SBBC immediately on rendition of a bill therefor, together with interest per annum at the maximum rate permitted by law until repaid, and if not so paid within ten (10) calendar days of the rendition of such bill shall constitute a default under Section 2.53 hereof.

2.59.2 SBBC's interest in the Leased Facility shall not be subject to liens for improvements made by ELCBC. ELCBC shall notify every contractor making such improvements of the provision set forth in the preceding sentence. The Parties agree, should SBBC request to execute, acknowledge and deliver, without charge to the other, a Short Form Lease in recordable form in accordance with Chapter 713, Florida Statutes, containing a confirmation that the interest of SBBC shall not be subject to liens for improvements made by ELCBC to the Leased Facility.

2.60 **Signs and Advertising**. ELCBC shall not permit the painting or display of any signs, placard, lettering, or advertising material of any kind on or near the exterior of the Leased Facility. Notwithstanding the foregoing, ELCBC may, with the prior approval of SBBC’s site administrator, display ELCBC’s name on or near the Leased Facilities under this Lease Agreement, in a manner prescribed by SBBC’s site administrator.

2.61 **Eminent Domain**. If the whole or a portion of the Leased Facility shall be taken for any public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof, then at SBBC's option, but not otherwise, the term hereby demised and all rights of ELCBC hereunder shall immediately cease and terminate and the sums payable by ELCBC under this Lease Agreement shall be adjusted as of the date of such termination. ELCBC shall be entitled to no part of the award made for such condemnation (or other taking). Anything to the contrary notwithstanding, if the Leased Facility is unaffected by such condemnation (or other taking), then at SBBC's sole option, this Lease Agreement and each and every one of its provisions shall continue in full force and effect. Nothing in this Section shall be construed as prohibiting ELCBC from making an independent claim against the taking authority for ELCBC’s loss, as long as such claim does not in any way decrease, limit or otherwise adversely affect SBBC's claim. If partial taking results in damage requiring more than 270 days to restore, termination shall follow the procedures in Section 2.63.1.

2.62 **School Board Policies**. ELCBC shall faithfully observe and comply with the School Board Policies in effect during the term of this Lease Agreement or any Renewal Term. SBBC shall have the right to unilaterally enact additional Policies without the consent of ELCBC, and the same shall be effective from the date ELCBC receives notice thereof. ELCBC shall acquire no vested rights as to its use of the Leased Facility as relates to School Board Policies, and all modifications or additions to or deletions from the School Board Policies shall take effect immediately upon notice of the same by SBBC to ELCBC, regardless of any past use or practice by ELCBC upon the Leased Facility. SBBC shall not be responsible to ELCBC for the nonperformance of any said School Board Policies by any other occupant or user of the building within which the Leased Facility is situated. ELCBC shall and does hereby have an affirmative obligation to notify its agents, employees, principals, assigns, and invitees of the contents of such School Board Policies and of this Lease Agreement and to assure their compliance therewith, and ELCBC's liability to SBBC under Section 2.39 herein. includes, without limitation, ELCBC's responsibility for any claims, losses or damages resulting from ELCBC's breach or the breach by its agents, employees, principals, assigns, and invitees of the School Board Policies.

2.63 **Damage by Fire or the Elements.**

2.63.1 In the event that the Leased Facility should be totally destroyed by fire, hurricane, tornado or other casualty, or in the event the Leased Facility should be so damaged that rebuilding or repairs cannot be completed within two hundred seventy (270) calendar days after the date of such damage, either SBBC or ELCBC may, at its option, by written notice to the other given not more than thirty (30) calendar days after the date of such fire or other casualty, terminate this Lease Agreement. In such event, the sums payable under this Lease Agreement shall be abated during the unexpired portion of this Lease Agreement effective with the date of such fire or other casualty.

2.63.2 In the event the Leased Facility should be damaged by fire, hurricane, tornado, or other casualty covered by SBBC's insurance but only to such extent that rebuilding or repairs can be completed within two hundred seventy (270) calendar days after the date of such damage, or if the damage should be more serious but neither SBBC nor ELCBC elects to terminate this Lease Agreement, then SBBC shall, within thirty (30) calendar days after the date of such damage or such election, commence to rebuild or repair the Leased Facility and shall proceed with reasonable diligence to restore the Leased Facility to substantially the same condition in which it was immediately prior to the happening of the casualty, except that SBBC shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures and other improvements which may have been placed by ELCBC within the Leased Facility. SBBC shall, unless such damage is the result of the negligence or willful misconduct of ELCBC or ELCBC's employees, agents, principals, contractors, consultants, assigns, ELCBC's or invitees, allow ELCBC a fair diminution of any sums payable to SBBC under this Lease Agreement during the time of such rebuilding or repairs. Notwithstanding the foregoing, if SBBC elects not to rebuild or repair the Leased Facility, SBBC may terminate this Lease Agreement by written notice to ELCBC, and the sums payable under this Lease Agreement shall be adjusted as of the effective date of termination. Any insurance which may be carried by SBBC or ELCBC against loss or damage to the Leased Facility shall be for the sole benefit of the party carrying such insurance and under its sole control.

2.64 **ELCBC Confidentiality of Education Records**. Notwithstanding any provision to the contrary within this Lease Agreement, the Parties shall fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records. The Parties agree to:

(a) Hold the student records and information in strict confidence and not use or disclose except as required by this Lease Agreement or permitted by law. All student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties.

(b) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements.

(c) Continually monitor its operations and take all actions necessary to ensure that the student information and records are safeguarded in accordance with the terms of this Lease Agreement.

ARTICLE 3- GENERAL CONDITIONS

3.01 **Equal Opportunity Provision**. The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Lease Agreement.

3.02 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Lease Agreement and shall be fully binding until such time as any proceeding brought on account of this Lease Agreement is barred by any applicable statute of limitations.

3.03 **No Third-Party Beneficiaries**. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person under this Lease Agreement. Neither party intends to benefit a third party directly or substantially by this Lease Agreement. The Parties agree that there are no third-party beneficiaries to this Lease Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Lease Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.04 **Independent Contractor**. The Parties to this Lease Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC or ELCBC retirement, leave benefits or any other benefits of SBBC or ELCBC employees shall exist as a result of the performance of any duties or responsibilities under this Lease Agreement. SBBC and ELCBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.05 **Non-Discrimination**.

(a) As a condition of entering into this Lease Agreement, ELCBC represents and warrants that it will comply with SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 - Supplier Diversity Outreach Program.

(b) As part of such compliance, ELCBC shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall ELCBC retaliate against any person for reporting instances of such discrimination. ELCBC shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of excess marketplace discrimination that have occurred or are occurring in SBBC's relevant marketplace. ELCBC understands and agrees that a material violation of this clause shall be considered a material breach of this Lease Agreement and may result in termination of this Lease Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

3.06 **Termination**. This Lease Agreement may be canceled by either party with or without cause. If termination is for cause, the Parties shall abide by the notice and opportunity to cure provisions set forth in Section 3.07 (Default) herein below. If termination is without cause, such termination shall be effective upon thirty (30) calendar days written notice to each other regarding the desire to terminate this Lease Agreement. In the event of such termination, ELCBC agrees that it is not entitled to any damages of any kind including any damages that may be attributable to the cancellation of any event planned by ELCBC. SBBC shall have no liability for any property left on SBBC's property by any party to this Lease Agreement after the termination of this Lease Agreement. Any party contracting with SBBC under this Lease Agreement agrees that any of its property placed upon SBBC's facility pursuant to this Lease Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Lease Agreement and that any such property remaining upon SBBC's facility after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **Default**. The Parties agree that, in the event that either party is in default of its obligations under this Lease Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Lease Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.06.

3.08 **Annual Appropriation**. The performance and obligations of SBBC and ELCBC under this Lease Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC or ELCBC does not allocate funds for the payment of services or products to be provided under this Lease Agreement, this Lease Agreement may be terminated by SBBC or ELCBC at the end of the period for which funds have been allocated. SBBC or ELCBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC or ELCBC in the event this provision is exercised, and SBBC or ELCBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.09 **Excess Funds**. Any party receiving funds paid by SBBC or ELCBC under this Lease Agreement agrees to promptly notify SBBC or ELCBC of any funds erroneously received from SBBC or ELCBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the party that made the erroneous payment.

3.10 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. SBBC and ELCBC shall keep and maintain public records required by SBBC and ELCBC to perform the services required under this Lease Agreement. Upon request from SBBC's or ELCBC's custodian of public records, SBBC or ELCBC shall provide SBBC or ELCBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. SBBC and ELCBC shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease Agreement's term and following completion of the Lease Agreement if SBBC or ELCBC does not transfer the public records to SBBC or ELCBC. Upon completion of the Lease Agreement, SBBC and ELCBC shall transfer, at no cost, to SBBC and to ELCBC all public records in possession of SBBC or ELCBC or keep and maintain public records required by SBBC or ELCBC to perform the services required under the Lease Agreement. If SBBC or ELCBC transfers all public records to SBBC or ELCBC upon completion of the Lease Agreement, SBBC or ELCBC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SBBC or ELCBC keeps and maintains public records upon completion of the Lease Agreement, SBBC and ELCBC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC or ELCBC, upon request from SBBC's or ELCBC's custodian of public records, in a format that is compatible with SBBC 's or ELCBC's information technology systems.

IF A PARTY TO THIS LEASE AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE LEASE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-2300, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SE 3rd Avenue, 11th Floor, Fort Lauderdale, Florida 33301.

3.11 (not used).

3.12 **Entire Lease Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

3.13 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Lease Agreement and executed by each party hereto.

3.14 **Preparation of Lease Agreement**. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Lease Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Waiver**. The Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Lease Agreement and, therefore, is a material term herein. Any party's failure to enforce any provision of this Lease Agreement shall not be deemed a waiver of such provision or modification of this Lease Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.16 **Compliance with Laws**. Each party shall comply with all applicable federal and state and local laws, SBBC policies, ELCBC's policies, codes, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Lease Agreement.

3.17 **Governing Law and Venue**. This Lease Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Lease Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Lease Agreement.

3.18 **Binding Effect**. This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.19 **Assignment**. Neither this Lease Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Lease Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC. Section 2.55 shall govern changes in ownership or control of ELCBC.

3.20 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.21 **Place of Performance**. All obligations of SBBC under the terms of this Lease Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.22 **Severability**. In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Lease Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included.

3.23 **Captions**. The captions, section numbers, article numbers, title and headings appearing in this Lease Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Lease Agreement, nor in any way effect this Lease Agreement and shall not be construed to create a conflict with the provisions of this Lease Agreement.

3.24 **Authority**. Each person signing this Lease Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Lease Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Lease Agreement.

3.25 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Lease Agreement.

3.26 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Lease

Agreement. Such actions shall include, but not be limited to, the immediate suspension of the use or occupancy of any or all SBBC Leased Facilities as a result of the anticipation of imminent existence or existence of any of the conditions listed in Article 3.20 - Force Majeure - hereinabove.

3.27 **Counterparts and Multiple Originals**. This Lease Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Lease Agreement.

3.28 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, all non-governmental entities executing, renewing, or extending a contract with SBBC must provide an affidavit signed by an officer or representative of the non-governmental entity under penalty of perjury stating that the non-governmental entity does not use coercion for labor or services as defined in that statute. A copy of the State of Florida Affidavit Regarding the Use of Coercion for Labor and Services is attached hereto as Exhibit "E". The submission of a false affidavit may subject a non-governmental entity to civil penalties, attorney's fees, and/or costs. Any contract with SBBC shall be terminated by SBBC without recourse if a non-governmental entity is found to have submitted a false affidavit.

3.29 **Scrutinized Companies and Boycott of Israel Certification.** ELCBC certifies that neither ELCBC nor any of its affiliates is listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. ELCBC further certifies that neither ELCBC nor any affiliate is engaged in business operations in Cuba or Syria as contemplated by Section 287.135, Florida Statutes, and that ELCBC is not participating in a boycott of Israel. ELCBC agrees that if the foregoing certifications become inaccurate during the term of this Lease Agreement, ELCBC shall immediately notify SBBC. SBBC may terminate this Lease Agreement if ELCBC is found to have submitted a false certification or otherwise becomes ineligible to contract with a public entity under applicable law.

3.30 **Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, ELCBC certifies that neither ELCBC nor any person or affiliate thereof has been placed on the convicted vendor list maintained by the State of Florida and that ELCBC is not prohibited from contracting with a public entity. ELCBC shall immediately notify SBBC if any circumstance arises during the term of this Lease Agreement that would render this certification inaccurate. Submission of a false certification shall constitute a material breach of this Lease Agreement and shall be grounds for immediate termination by SBBC.

3.31 **Conflict of Interest and Ethics Compliance.** ELCBC represents and warrants that it has not offered, given, solicited, or accepted, and shall not offer, give, solicit, or accept, any gift, gratuity, favor, entertainment, loan, or other item of value in violation of Chapter 112, Florida Statutes, School Board Policy, or any applicable ethics law or regulation in connection with this Lease Agreement. ELCBC further represents that no officer, director, employee, or agent of ELCBC has a conflict of interest that would impair ELCBC's ability to perform its obligations under this Lease Agreement or otherwise create an improper financial interest in the transaction contemplated by this Lease Agreement. ELCBC shall promptly disclose to SBBC any actual, potential, or apparent conflict of interest arising during the term of this Lease Agreement. Failure to disclose a known conflict of interest shall constitute a material breach of this Lease Agreement.

3.32 **Information Security; Cybersecurity Incident and Data Breach Notification.**

(a) ELCBC shall implement and maintain reasonable administrative, physical, and technical safeguards designed to protect confidential information, student information, education records, Personally Identifiable Information ("PII"), and any SBBC data to which ELCBC may gain access in connection with this Lease Agreement.

(b) ELCBC shall not access, store, transmit, process, or disclose student records, education records, confidential information, or PII except as authorized by law and this Lease Agreement.

(c) ELCBC shall immediately notify SBBC, and in no event later than forty-eight (48) hours after discovery, of any actual or suspected:

1. unauthorized access to SBBC data;
2. unauthorized disclosure of confidential information;
3. cybersecurity incident;
4. ransomware event;
5. loss, theft, or compromise of devices containing SBBC data; or
6. breach of security involving information protected by federal or Florida law.

(d) ELCBC shall cooperate fully with SBBC in investigating, mitigating, and remediating any cybersecurity incident or data breach and shall provide all information reasonably requested by SBBC regarding the nature and scope of the incident.

(e) Subject to the limitations of Sections 768.28 and 1002.83(10), Florida Statutes, and to the extent permitted by law, ELCBC shall be responsible for costs attributable to a cybersecurity incident or data breach caused by the negligent acts or omissions of ELCBC or its officers, employees, agents, contractors, consultants, or representatives.

(f) The obligations contained in this Section are supplemental to, and not in lieu of, the Parties' obligations under Section 2.64 regarding student records confidentiality and shall survive expiration or termination of this Lease Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

<u>**FOR SBBC:**</u>

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: ___________________________________
Sarah Leonardi, Chair

ATTEST:

____
Dr. Howard Hepburn, Superintendent of Schools

Approved as to Form and Legal Content:

____
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR ELCBC:

(Corporate Seal)

ELCBC

ATTEST:

By: ________________________________

____
, Secretary

Print Name: ___________________________

-or-

Title: _______________________________

____
Witness

Date: _______________________________

____
Witness

Approved as to Form and Legal Content:

____
ELCBC General Counsel

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF ______________________

COUNTY OF ____________________

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___________________ (date) by ____________________ (name of officer or agent, title of officer or agent) of ____ (name of corporation acknowledging), a _________________________ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced ____________________________ (type of identification) as identification and who did/did not first take an oath this ________ day of __________________, 2026.

My Commission Expires:

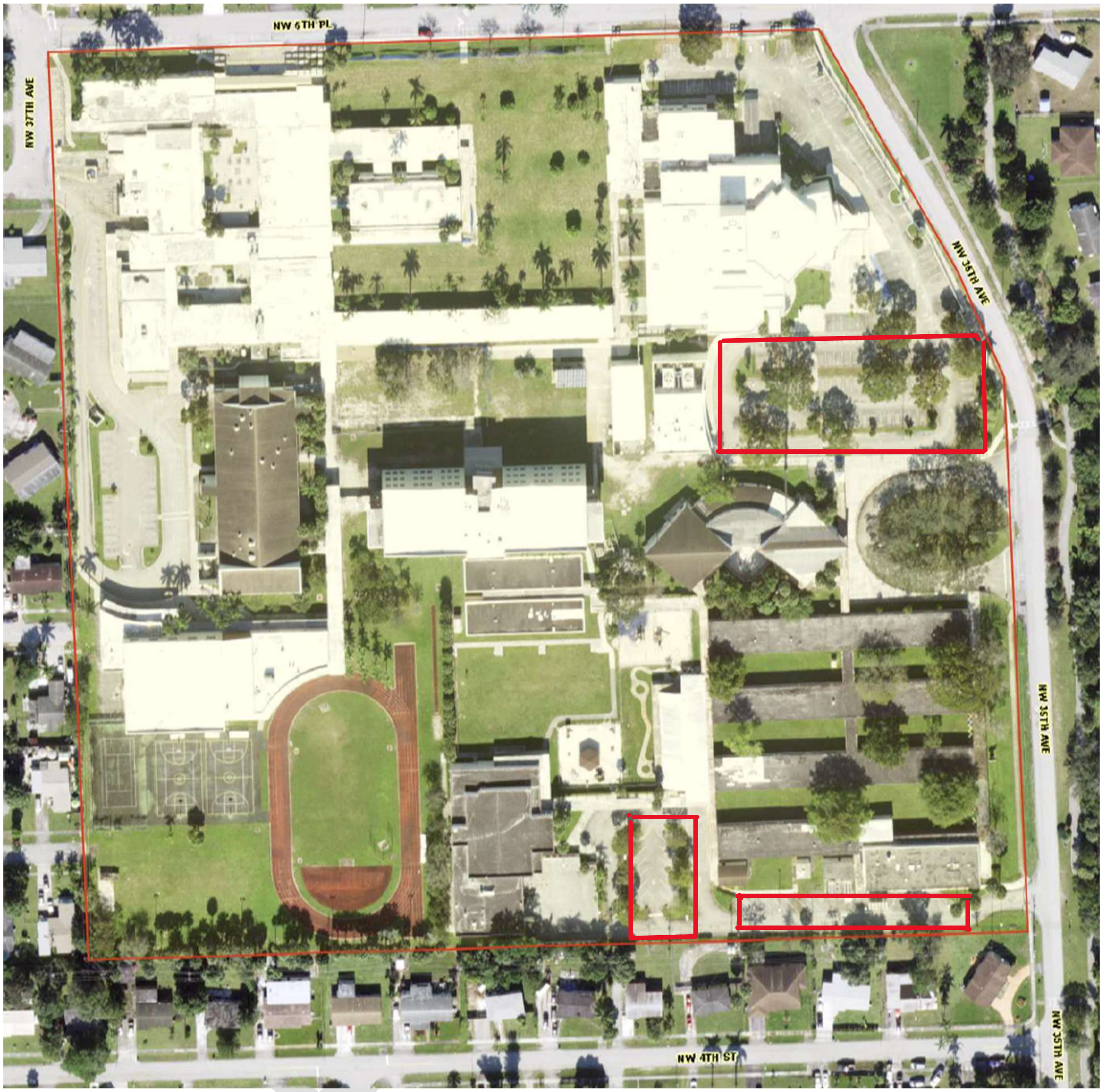
____
Signature – Notary Public

(SEAL)

____
Printed Name of Notary

____
Notary's Commission

Composite Exhibit "A" – Site Plan



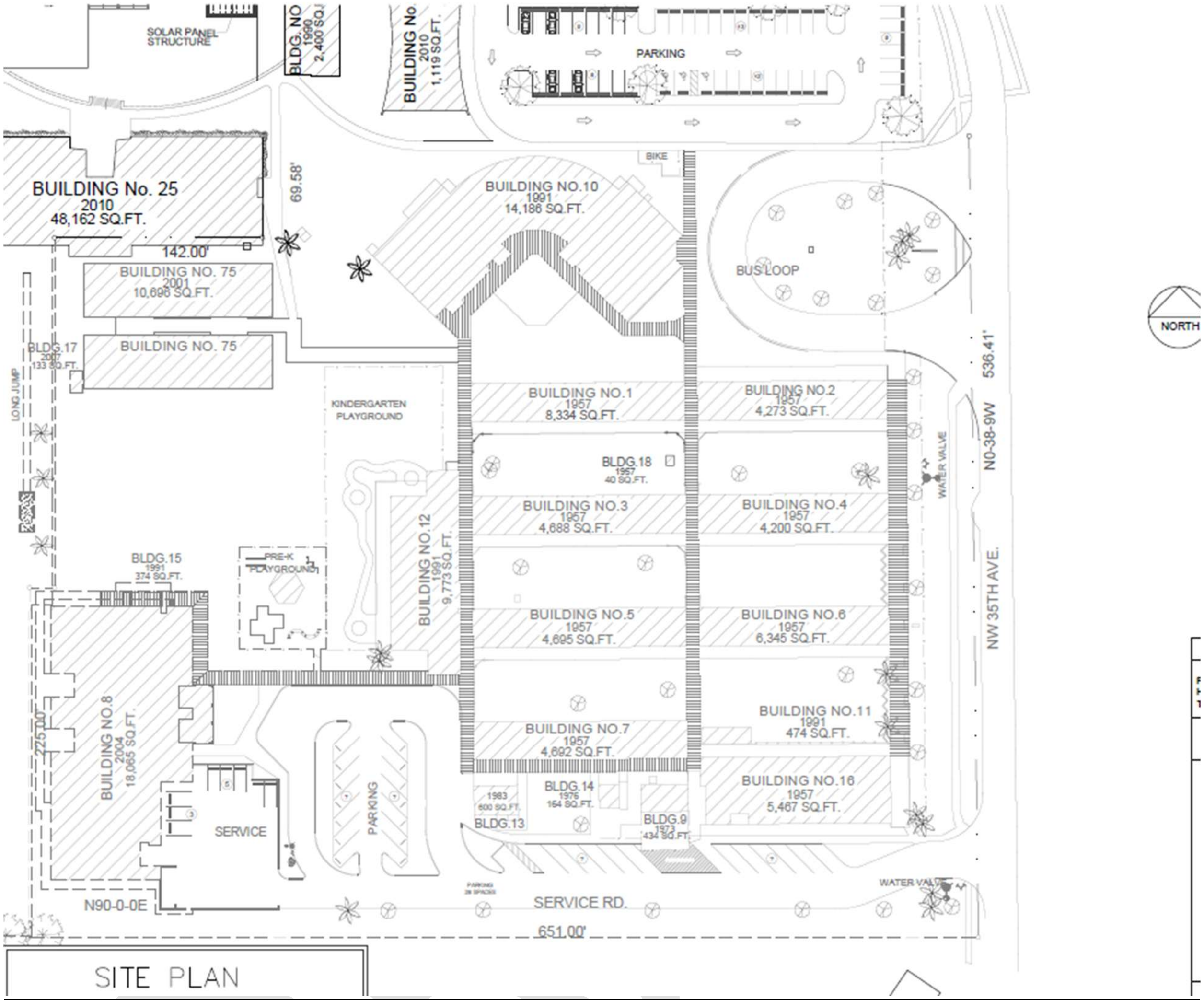

SOLAR PANEL STRUCTURE
BLDG. NO 1990 2,400 SQ.
BUILDING No 2010 1,119 SQ.FT.
PARKING
BIKE
BUILDING No. 25 2010 48,162 SQ.FT.
69.58'
142.00'
BUILDING NO.10 1991 14,186 SQ.FT.
BUS LOOP
NORTH
536.41'
BUILDING NO. 75 2001 10,698 SQ.FT.
BUILDING NO. 75
BLDG.17 2007 133 SQ.FT.
LONG JUMP
KINDERGARTEN PLAYGROUND
BUILDING NO.1 1957 8,334 SQ.FT.
BUILDING NO.2 1957 4,273 SQ.FT.
N0-38-9W
BLDG.18 1957 40 SQ.FT.
WATER VALVE
BUILDING NO.3 1957 4,688 SQ.FT.
BUILDING NO.4 1957 4,200 SQ.FT.
BUILDING NO.12 1991 9,773 SQ.FT.
BLDG.15 1991 374 SQ.FT.
PRE-K PLAYGROUND
NW 35TH AVE.
BUILDING NO.5 1957 4,695 SQ.FT.
BUILDING NO.6 1957 6,345 SQ.FT.
BUILDING NO.8 2004 18,065 SQ.FT.
275.00'
BUILDING NO.11 1991 474 SQ.FT.
BUILDING NO.7 1957 4,692 SQ.FT.
PARKING
BUILDING NO.16 1957 5,467 SQ.FT.
1983 600 SQ.FT.
BLDG.13
BLDG.14 1976 164 SQ.FT.
BLDG.9 1973 434 SQ.FT.
SERVICE
WATER VALVE
N90-0-0E
SERVICE RD.
651.00'
SITE PLAN

Exhibit “B” – Floor Plan

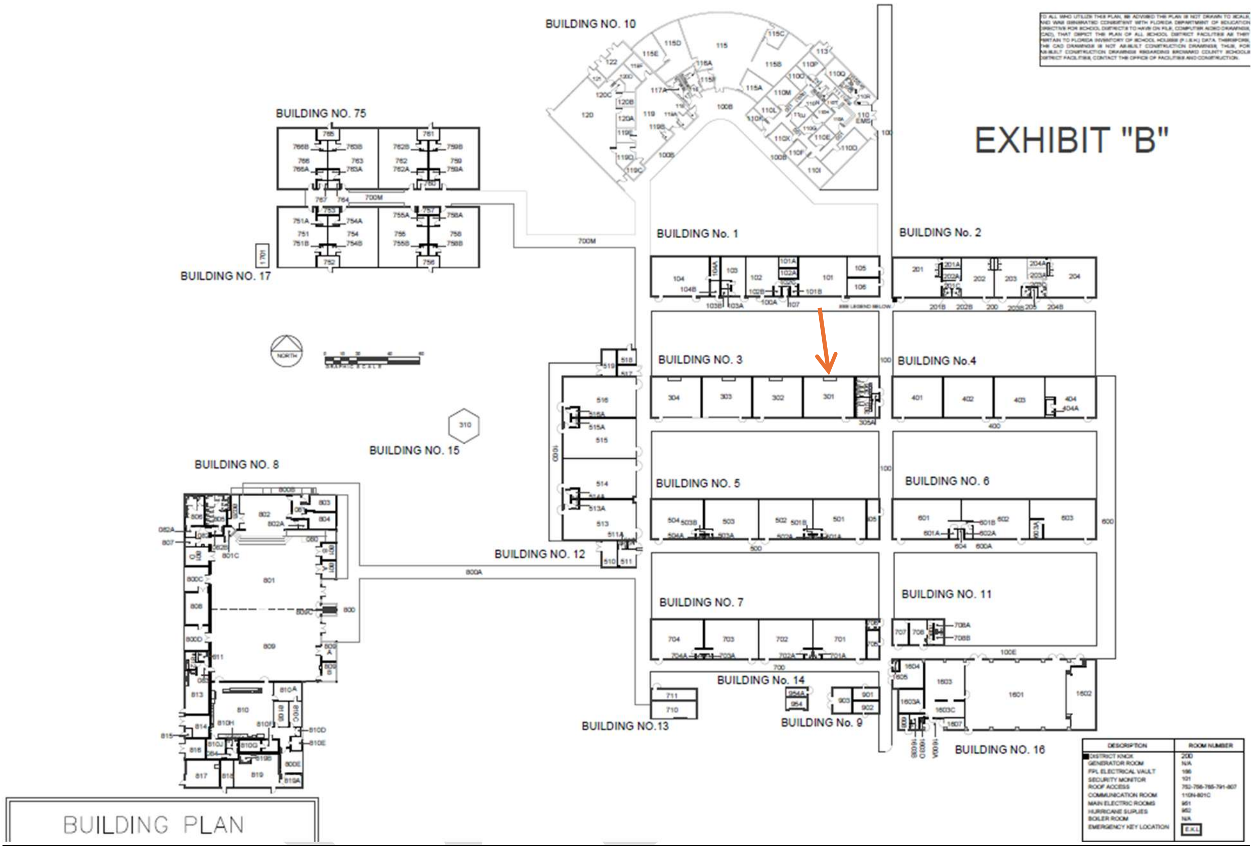


Exhibit "C" – Parking

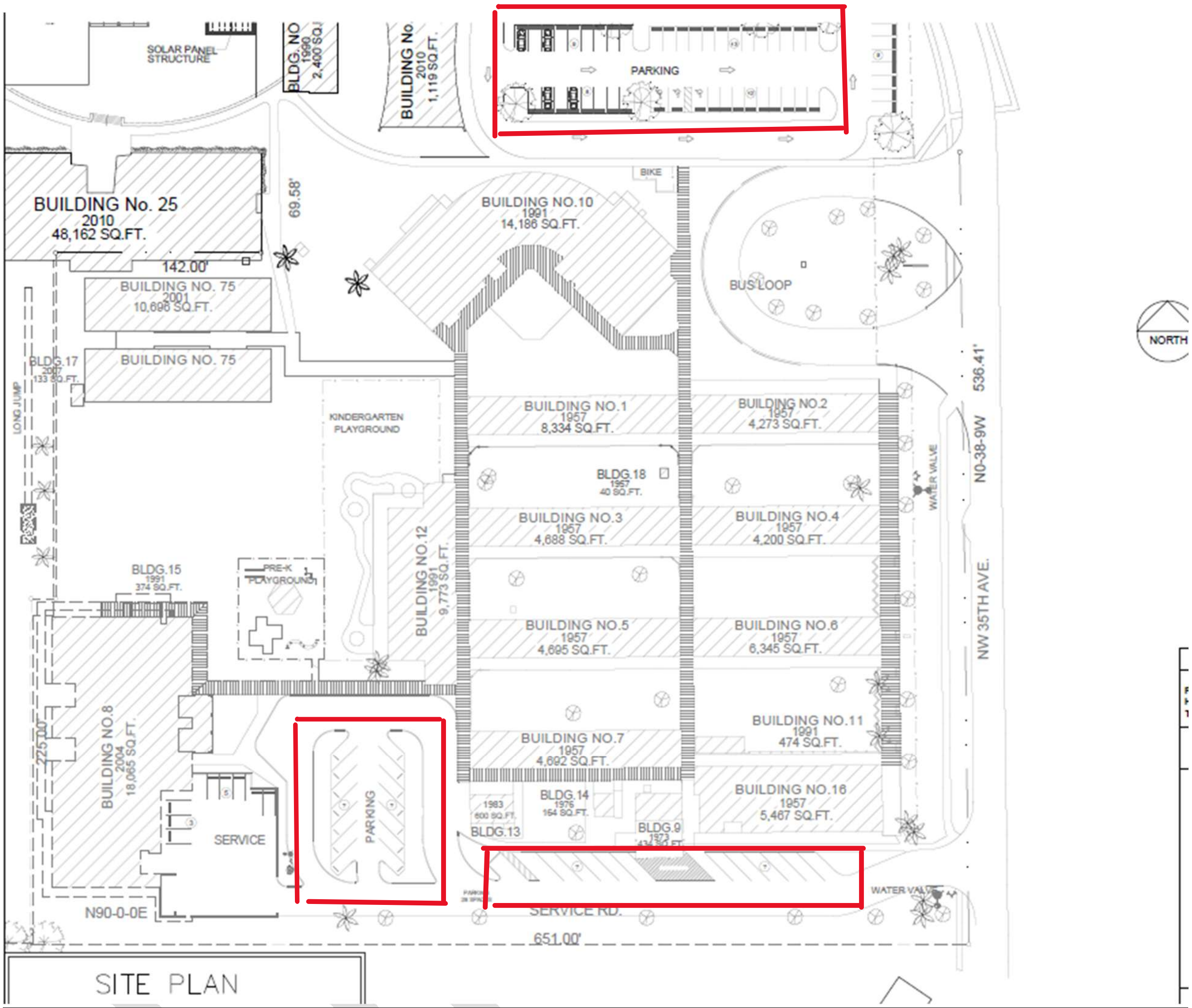


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Exhibit "D"

In-Kind Services Reconciliation and Valuation Procedures

1. Purpose

This Exhibit establishes the procedures, documentation standards, and valuation methodology for reconciling The Early Learning Coalition of Broward County's ("ELCBC") in-kind services against the Base Rent and Operating Expenses due under the Lease Agreement with The School Board of Broward County, Florida ("SBBC") for the Broward Estates Early Learning and Resource Center ("BEELRC").

2. Annual Reconciliation Timeline

a. Initial Documentation: Prior to the Lease commencement, ELCBC shall submit a projected annual budget for in-kind services, detailing personnel assignments, service categories, and estimated costs.

b. Annual Submission: Within ninety (90) calendar days after the start of each school year, ELCBC shall submit a reconciliation report for the prior twelve months, including supporting documentation as described below.

c. SBBC Review: The Superintendent or his/her designee shall review and verify the submission within thirty (30) calendar days of receipt.

d. Shortfall Payment: If the verified value of in-kind services is less than the total Base Rent and Operating Expenses due (including annual escalators), ELCBC shall pay the cash difference within thirty (30) calendar days of SBBC's notice.

e. Overage Credit: If the verified value exceeds the required amount, the excess may be carried forward as a credit to the next annual period. Credits are non-refundable.

3. Valuation Methodology

a. Personnel Costs: In-kind services are valued at the actual, reasonable cost of ELCBC personnel assigned to BEELRC, including salary, employer-paid benefits, and directly allocable payroll taxes.

b. Documentation: Timesheets, payroll records, and assignment logs must be provided.

c. Programmatic Costs: Direct costs for programmatic activities (e.g., instructional materials, supplies) may be included if pre-approved by the Superintendent or his/her designee.

d. Indirect Costs: Indirect costs (e.g., administrative overhead) may be included at a rate not to exceed 10% of direct personnel costs, subject to the Superintendent or his/her designee approval.

e. Rate Caps: All costs must be consistent with market rates and not exceed comparable rates for similar services in Broward County.

4. Allowable Service Categories

a. Instructional services delivered to BEELRC students or community members.

b. Professional development or training for BEELRC staff.

c. Early childhood education program support.

d. Other services expressly approved in writing by the Superintendent or his/her designee.

5. Documentation Requirements

a. Personnel:

i. Name, position, and assignment dates for each ELCBC employee.

ii. Timesheets or activity logs showing hours worked at BEELRC.

iii. Payroll records substantiating salary and benefits.

b. Programmatic Costs:

i. Receipts or invoices for materials and supplies.

ii. Description of program/activity and beneficiaries.

c. Indirect Costs:

i. Calculation worksheet showing basis and rate.

d. Summary Table:

i. Annual summary showing total in-kind value, Base Rent due, Operating Expenses due, shortfall/overage, and any carry-forward credits.

6. **Dispute Resolution.** If the Superintendent or his/her designee and ELCBC disagree on the valuation or sufficiency of in-kind services, either party may invoke the procedures in Sections 3.06 and 3.07 of the Lease Agreement. ELCBC shall timely pay any undisputed portion.

7. **Example Calculation (for illustration)**

Category	Description	Hours/Units	Rate	Total Value
Instructor	Early Childhood Course	40 hrs	$50/hr	$2,000
Program Coordinator	Community Outreach	20 hrs	$40/hr	$800
Materials	Supplies for course	N/A	Actual cost	$300
Indirect	10% of direct personnel	N/A	$280	$280
Total				**$3,380**

8. **Audit Rights**

SBBC reserves the right to audit all records supporting in-kind service valuation, as provided in Sections 2.41–2.48 of the Lease Agreement.

[End of Exhibit "D"]

Exhibit "E"

State of Florida Affidavit
Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: ______________________________

Event Name: ______________________ Date/ Time: ______________________

Vendor FEIN: ______________________________

Vendor's Authorized Representative Name and Title: ______________________

Address: ______________________________

City: ______________ State: ______________ Zip Code: ______________

Phone Number: ______________ Email Address: ______________

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: ______________________________

AUTHORIZED SIGNATURE

Print Name and Title: ______________________ Date: ______________

SBBC updated 7-28-29

1. **Related party disclosures.** The ELC shall ensure all related party transactions are included in the financial statement footnote disclosures in accordance with requirements defined in Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 850, *Related Party Disclosures.* In addition, the grantee shall comply with all applicable provisions of Chapter 112, F.S., Public Officers and Employees, as required by s. 1002.83(9) and s. 1002.84(21), F.S., for related party transactions.

1.1. Documentation of related party activity to support proper written notification to the entity's governing board is required and must be submitted to DEL for review/acceptance. Such supporting documentation includes the following items.

1.1.1. The impacted individual must complete the necessary conflict of interest disclosure forms.

1.1.2. Any governing board member(s) benefiting from the activity must disclose the conflict of interest in advance in writing and must abstain from the vote process.

1.1.3. Meeting minutes that reflect a valid vote of approval by two-thirds (2/3) vote of the entire membership of the governing board.

1.1.4. A copy of the Agreement or written summary of the transaction including the start date, purpose, amount/cost incurred, and funding/OCA code(s) charged.

1.1.5. Related documentation to verify compliance with state purchasing rules.

1.2. No related party activities may be executed without approval from the Division.

1.2.1. Transactions under twenty-five thousand dollars ($25,000) must be submitted to DEL for processing within thirty (30) days after receipt of governing board approval.

1.2.2. Transactions of twenty-five thousand dollars ($25,000) or more must be submitted to DEL for prior written approval before the contract/Agreement/activity can be executed.

1.3. Related party activities and/or conflicts of interest occur when for any transaction the benefits of an interested party may be seen as competing with those of the State of Florida. Such conflicts of interest:

1.3.1. May be financial or non-financial.

1.3.2. May include actual, potential, or perceived conflicts of interest.

1.3.3. Include organizational conflicts of interest that occur because of a relationship with an affiliate or subsidiary organization.

1.3.4. May occur due to governing board members and/or active entity employees.

1.4. The ELC shall submit one electronic copy of the support files described above in Section 2.1 and any other supporting files considered necessary electronically to the report recipient indicated in Exhibit VI, List of Reports. If the ELC does not have access to the DEL SharePoint site, DEL will provide alternative written instructions.

ITEM/ MEETING:	EXC271RB5 / Executive Committee
DATE:	September 29, 2026
SUBJECT:	Children's Services Council (CSC) Financially Assisted Child Care Agreement Renewal
FOR ACTION:	YES
RECOMMENDED ACTION:	Ratify the Children's Services Council (CSC) Financially Assisted Child Care Agreement Renewal for the period October 1, 2026, through September 30, 2027.
FINANCIAL IMPACT:	\$2,802,426.37 FY27 Revenue Budget (October to June) 935,141.25 FY28 Revenue Budget (July to September) **\$3,736,565.00 All Years Revenue**
AS RECOMMENDED BY:	Staff
ELC STAFF LEAD	C. Klima

Background Information

Since inception, the Coalition has received support and funding from the Children's Services Council (CSC) to supplement and match State School Readiness funding for children ages birth to 5 (not yet in kindergarten). CSC's Financially Assisted Child Care program allows income-eligible children to be enrolled in educational programs that prepare them to enter kindergarten ready to learn, enhance their early learning experience, prevent child abuse and neglect, and help families attain economic self-sufficiency. With the approximately \$3.5 million provided under the Agreement each year, the Coalition is able to:

1. Expand School Readiness services through a dollar-for-dollar Federal match to enroll more income-eligible children, including those from families with income up to 70% of the State Median Income level (equivalent to 200% of poverty). The Children's Services Council is the largest School Readiness Match pool funder and plays a leadership role, along with Broward County and the United Way to help the ELC raise additional match funding from Broward municipalities.
2. Supplement State School Readiness funding for income-eligible families and enroll additional children beyond match funding targets, as applicable.

Current Status:

On May 21, 2026, CSC awarded \$3,736,565 to serve a minimum of 413 children during the period October 1, 2026, through September 30, 2027. This amount includes a 4% cost of living increase over the prior year. CSC requires that the Agreement be signed prior to the start of the contract year on October 1, 2026. The Agreement has been reviewed and approved as to form by legal counsel and will be signed by the Board chair prior to the September 29, 2026, Executive Committee meeting.

Recommended Action from Staff:

Ratify the Children's Services Council (CSC) Financially Assisted Child Care Agreement Renewal for the period October 1, 2026, through September 30, 2027.

Supporting Documents:

- CSC FACC FY 2026–2027 Contract Fact Sheet

CSC OF BROWARD COUNTY

Financially Assisted Child Care Services – Contract Fact Sheet

The information provided in this document identifies the major contract components including: cost; scope of work; deliverables and goals. The document is provided for ease of review, but it is not the approved contract. A copy of the full contract is available upon request.

CONTRACT NAME: Children's Services Council of Broward County Financially Assisted Child Care Services

CONTRACT NUMBER: 23-2580

POINT OF CONTACT: Adria Dewson
Children's Services Council of Broward County
6600 West Commercial Boulevard
Fort Lauderdale, FL 33319
954-377-1000

BUDGET AMOUNT: $3,736,565

METHOD OF PAYMENT: This is a revenue generating contract for which the ELC is reimbursed for units (days) of child care services

PAYMENT SCHEDULE: Monthly

TERM: October 1, 2026 – September 30, 2027

ANTICIPATED NUMBER OF PARTICIPANTS: 413

SCOPE OF WORK: The funding will allow the ELC to provide additional School Readiness financial assistance for child care slots for low income families living in Broward County. The program serves children ages birth through 5 (not yet in Kindergarten).

DELIVERABLES: Units of child care. Services are to be provided at legally operating child care facilities that meet at least one of the following wherever possible through parent choice:

- Accredited Child Care Facilities with "Gold Seal" status as determined by the Florida Department of Children and Families (DCF).
- Participating in the Children's Services Council of Broward County's Positive Behavioral Interventions and Supports (PBIS) program.
- Participating in the PROVIDER's School Readiness Program Assessment with a CLASS® score at or higher than the threshold set by the Florida Department of Education Division of Early Learning (DEL).

VI. PERFORMANCE MEASURES

The PROVIDER is required to submit participant performance measure data within the time frames and formats specified by the CSC. The PROVIDER shall also report any barriers and/or noteworthy activities experienced in performance measure achievement occurring during the term of this Agreement, as required. Performance measures and related processes are subject to change at the discretion of the CSC in response to changes in service delivery (e.g., response to natural disasters or events that impact typical service provision).

DESIRED RESULT: Children will succeed in school.

Results based accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance	Council Goal	Evaluation Tool	Admin Schedule
How Much Did We Do?	# of providers who are serving school readiness children birth-5	Outputs Only	Semi-Annual Report	Semi-Annual Data Submission
	# of children birth-5 receiving CSC funding	Outputs Only	Semi-Annual Report	Semi-Annual Data Submission
How Well Did We Do It?	% of client satisfaction with services	80%	Semi-Annual Report	Semi-Annual Data Submission
	% of children who attended a SR program for a minimum of 6 months	80%	Semi-Annual Report	Semi-Annual Data Submission
Is Anybody Better Off?	% of children who received a referral for additional services based on ASQ recommendations.	95%	Semi-Annual Report	Semi-Annual Data Submission

ITEM/ MEETING:	EXC271RB6 / Executive Committee
DATE:	September 29, 2026
SUBJECT:	Children's Services Council Vulnerable Populations Agreement Renewal
FOR ACTION:	YES
RECOMMENDED ACTION:	Ratify the Children's Services Council Vulnerable Populations Program Agreement Renewal for the Period October 1, 2026 to September 30, 2027
AS RECOMMENDED BY:	Staff
FINANCIAL IMPACT:	$3,321,371.25 FY27 Revenue Budget (October to June) 1,917,123.75 FY28 Revenue Budget (July to September) **$4,428,495.00 Total All Budget Years**
ELC STAFF LEAD	C. Klima

Background Information

The Children's Services Council (CSC) Vulnerable Populations Program funds child care services for exceptionally vulnerable children ages birth to 5 (not yet in kindergarten) in exceptionally vulnerable populations throughout Broward County that are not otherwise eligible for the School Readiness program.

During the FY26 contract year, CSC modified program eligibility criteria to be more focused on children and families with the highest levels of vulnerability, which significantly decreased enrollment levels over the course of the year.

Approximately 130 children are currently being served. The Coalition collaborates closely with CSC to ensure continuing alignment with CSC priorities and to monitor contract utilization trends. When appropriate, families transitioning from this program are transferred to School Readiness for continuing childcare services. Other families are connected with Child Care Resource and Referral (CCR&R) services and additional community resources.

Current Status:

On May 21, 2026, CSC awarded $4,428,495 to the Coalition to continue the Vulnerable Populations Program. This will allow us to provide reimbursement for up to 384 child care slots for the target population, if needed, during the period October 1, 2026, through September 30, 2027. This amount includes a 4% cost of living increase over the prior year. CSC requires that the Agreement be signed prior to the start of the contract year on October 1, 2026. The Agreement has been reviewed and approved as to form by legal counsel and will be signed by the Board chair prior to the September 29, 2026 Executive Committee meeting.

Recommended Action from Staff:

Ratify the Children's Services Council Vulnerable Populations Program Agreement Renewal for the Period October 1, 2026, to September 30, 2027

Supporting Documents:

- Contract Fact Sheet

CSC OF BROWARD COUNTY

Vulnerable Population Financially Assisted Childcare – Contract Fact Sheet

The information provided in this document identifies the major contract components including: cost; scope of work; deliverables and goals. The document is provided for ease of review, but it is not the approved contract. A copy of the full contract is available upon request.

CONTRACT NAME: Children's Services Council of Broward County
Vulnerable Population Financially Assisted Childcare Program

CONTRACT NUMBER: 23-2581

POINT OF CONTACT: Andria Dewson
Children's Services Council of Broward County
6600 West Commercial Boulevard
Fort Lauderdale, FL 33319
954-377-1000

BUDGET AMOUNT: $4,428,495

METHOD OF PAYMENT: This is a revenue-generating contract for which the ELC is reimbursed for units (days) of child care services

PAYMENT SCHEDULE: Monthly

TERM: October 1, 2026 – September 30, 2027,

ANTICIPATED NUMBER OF PARTICIPANTS: Up to 384

SCOPE OF WORK: The funding will allow the ELC to provide financial assistance for quality child care "slots" for children from birth to age 5 (not yet in kindergarten) living in exceptionally vulnerable families throughout Broward County. Families that are eligible shall receive childcare quickly to:

- Prevent further breakdown of what may already be difficult family situations,
- Help families in becoming or remaining economically self-sufficient, and
- Prepare preschool aged children to be successful in school.

DELIVERABLES: Units of child care. Services are to be provided at legally operating child care facilities that meet at least one of the following wherever possible through parent choice:

- Accredited Child Care Facilities with "Gold Seal" status as determined by the Florida Department of Children and Families (DCF).
- Participating in the Children's Services Council of Broward County's Positive Behavioral Interventions and Supports (PBIS) program.
- Participating in the PROVIDER's School Readiness Program Assessment with a CLASS® score at or above the threshold set by the Florida Department of Education, Division of Early Learning.

The PROVIDER is required to submit participant performance measure data within the time frames and formats specified by the CSC. The PROVIDER shall also report any barriers and/or noteworthy activities experienced in performance measure achievement occurring during the term of this Agreement, as required. Performance measures and related processes are subject to change at the discretion of the CSC in response to changes in service delivery (e.g., response to natural disasters or events that impact typical service provision).
DESIRED RESULT: Children are ready to succeed in school.
Results-Based Accountability utilizes data to improve performance outcome measures to achieve the desired customer result. When applied, performance measurement answers the following key questions:

Key Question	Performance	Council Goal	Evaluation Tool	Admin Schedule
How Much Did We Do?	# of children receiving quality child care.	381	ELC monthly report	Analyzed monthly
	% of funded allocation utilized.	95%	SAMIS Data	Analyzed monthly
How Well Did We Do It?	% of children remaining in quality child care for a minimum of 6 months with regular attendance.	80%	ELC monthly report	Analyzed monthly
	Data Integrity	95%	SAMIS Quality Assurance Report	Analyzed on a semi-annual schedule
Is Anybody Better Off?	% of parents/caregivers who report benefits by receiving child care services (e.g., respite, pursue/maintain opportunities for employment, therapeutic treatment, etc.).	80%	A descriptive survey from the initial referral process & survey conducted with parent/caregiver at redetermination	Semi-Annual data submission
	% of families with no verified abuse findings during program participation.	85%	This outcome is to be measured collaboratively between BSO and CSC	Analyzed on a semi-annual schedule

ITEM/ MEETING:	EXC271RB7 / Executive Committee
DATE:	September 29, 2026
SUBJECT:	Broward County Funding Renewal for Subsidized Child Care
FOR ACTION:	YES
RECOMMENDED ACTION:	Ratify the 2026-2027 Broward County Renewal for Subsidized Child Care
FINANCIAL IMPACT:	$2,625,000 FY27 Budget Year (October to June) 375,000 FY28 Budget Year (July to September) **$3,500,000 Total all Budget Years**.
AS RECOMMENDED BY:	Staff
ELC STAFF LEAD	C. Klima

Background Information

Since 2017, the Coalition has received funding from Broward County for School Readiness Match and Special Needs childcare for children ages birth to 5 (not yet in kindergarten). At $2.3 million per year over five years, the Agreement allows the Coalition to:

1. Immediately enroll Special Needs children into childcare while they wait to be enrolled for the long term in the School Readiness Program; and
2. Expand School Readiness services through a dollar-for-dollar Federal match to enroll more income-eligible children, including those from families with income up to 70% of State Median Income (SMI) (compared to 55% SMI for non-matched School Readiness)

Current Status:

On August 20, 2026, the Broward County Commission approved a recommendation made by the Broward County Children Services Board to allocate $3,500,000 to the School Readiness Match Funding Program for the FY27 renewal option year. (October 1, 2025, to September 30, 2026). The amount is a $1,157,205 increase over the original 2022 Agreement allocation.

The additional allocation will help expand the Coalition's pool of match funding and help us keep School Readiness enrollments as high as possible and reduce waiting time for services for families. The basic scope and purpose of the Agreement will remain unchanged.

The County issued Letter of Intent to Renew on September 10, 2026 and will issue a purchase order for continued funding prior to October 1, 2026.

Recommended Action from Staff:

Ratify the 2026-2027 Broward County Renewal for Subsidized Child Care

Supporting Documents:

- Contract Fact Sheet
- Copy of Letter of Intent to Renew from Broward County

BROWARD COUNTY - CONTRACT FACT SHEET

The information provided in this document identifies the major contract components, including: cost; scope of work; deliverables; and goals. The document is being provided for ease of review, but is not the approved contract. A copy of the full contract is available upon request.

CONTRACT NAME: Broward County

CONTRACT NUMBER: 23-CP-CSA-3516-01

POINT OF CONTACT: Sterling Parrish
Contract Grant Administrator
Broward County Human Services Department
Community Partnership Division
Children Services Administration
115 S. Andrews Ave, A370
Fort Lauderdale, FL 33301

BUDGET AMOUNT: $3,500,000

METHOD OF PAYMENT: This is a revenue-generating contract for which the ELC is reimbursed for units (days) of child care services

PAYMENT SCHEDULE: Monthly

TERM: October 1, 2026 – September 30, 20267

ANTICIPATED NUMBER OF PARTICIPANTS: Approximately 1,159

SCOPE OF WORK: The funding will allow the ELC to reimburse eligible childcare providers, licensed through the Broward County Child Care Licensing and Enforcement Section, for the provision of childcare services for children younger than 6 years of age and not yet in kindergarten who meet all the eligibility requirements:

a. Be a Broward County resident;
b. Be younger than 6 years of age;
c. Not yet in kindergarten;
d. Be a member of a family with a gross income at or below 70% of the State Median Income for family size (Equivalent to 200% of the Federal Poverty Level); and
e. Be in one or more of the following categories:
    i. Be eligible for and on the waitlist for the School Readiness Program and have special needs as defined in Chapter 6M-4, Florida Administrative Code;
    ii. Be eligible for the School Readiness Program and be at risk of abuse, neglect, abandonment, or exploitation in Broward County; or
    iii. Be eligible for the School Readiness Program and be a member of a family with parent(s)/guardian(s) working or participating in an educational activity, such as attending college or trade school at least twenty (20) hours per week.

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DELIVERABLES: Units of child care. Services are to be provided at legally operating child care facilities that meet at least one of the following wherever possible through parent choice.

PERFORMANCE MEASURE(S):

Program Name	**Outcomes**	**Indicators**	**Data Source** (Where the data used to complete the quarterly report is found, verified, and kept)	**Data Collection Method** (Who collects data, when, how; special calculation instructions, if needed)
Program 1: Child Care Expense Assistance	Satisfaction with quality of service provision.	85% of Clients who have received services for at least three (3) months report that they are satisfied with the services provided.	Enhanced Field System Modernization (EFS Mod) Survey results	Provider compiles data and reports to County quarterly. Calculation: Number of Clients served for at least three (3) months and who have reported that they are overall satisfied with the services provided / Total number of Clients served for at least three (3) months and who have completed survey

Human Services Department
COMMUNITY PARTNERSHIPS DIVISION / Children's Services Administration
115 S Andrews Avenue, Room A370 • Fort Lauderdale, Florida 33301 • 954-357-6202 • FAX 954-357-8204

September 10, 2026 Sent Via E-mail

Renee Jaffe, Executive Director
Early Learning Coalition of Broward County, Inc. d/b/a ELC Broward
1475 W. Cypress Creek Road, Suite 301
Fort Lauderdale, Florida 33309

Re: Notice of Intent to Renew Agreement #: 23-CP-CSA-3516-01

Dear Renee Jaffe:

In accordance with the "Term" section of the above-referenced Agreement, the County hereby notifies Early Learning Coalition of Broward County, Inc. d/b/a ELC Broward of the County's intent to exercise Option Period 4, subject to the appropriation of funds by the Board of County Commissioners of Broward County. We anticipate appropriation of the funds within the coming weeks for the period commencing on October 1, 2026 and ending September 30, 2027.

If you have any questions about the information contained herein, please contact Sterling Parrish, Contract/Grant Administrator, Sr. at (954) 357-7249 or slparrish@broward.org.

Respectfully,

Treasa Stubbs Digitally signed by Treasa Stubbs Date: 2026.09.10 15:28:45 -04'00'

Treasa Brown Stubbs
Deputy Director
Broward County Human Services Department

cc: Cassandra Evans, Director, Community Partnerships Division
David Watkins, Assistant Director, Community Partnerships Division
Dr. Tiffany Hill-Howard, Administrator, Chidren's Services Administration Section
Contract File

ITEM/ MEETING:	EXC271RB8 / Executive Committee
DATE:	September 29, 2026
SUBJECT:	Broward County Budget Increase Amendment for Subsidized Child Care
FOR ACTION:	YES
RECOMMENDED ACTION:	Ratify the Executed Budget Increase Amendment 23-CP-CSA-3516-01 CA# 7 to the Broward County School Readiness Match Funding Agreement for October 1, 2025, to September 30, 2026, Contract Year.
AS RECOMMENDED BY:	Staff
FINANCIAL IMPACT:	$300,000 FY27 Budget Year
ELC STAFF LEAD	C. Klima

Background Information

Since 2017, the Coalition has received funding from Broward County for School Readiness Match and Special Needs childcare for children ages birth to 5 (not yet in kindergarten). At $2.3 million per year over five years, the Agreement allows the Coalition to:

1. Immediately enroll Special Needs children into childcare while they wait to be enrolled for the long term in the School Readiness Program; and
2. Expand School Readiness services through a dollar-for-dollar Federal match to enroll more income-eligible children, including those from families with income up to 70% of State Median Income (SMI) (compared to 55% SMI for non-matched School Readiness)

Current Status:

In July 2026, the Broward County Commission approved a recommendation made by the Broward County Children Services Board to allocate $300,000 in additional funding to the School Readiness Match Funding Program using funds that are available on a non-recurring basis. The increase brings the total Agreement amount to $3,300,000 for the FY26 contract year (October 1, 2025, to September 30, 2026).

The additional allocation will help expand the Coalition's pool of match funding and help us keep School Readiness enrollments as high as possible and reduce waiting time for services for families. The basic scope and purpose of the Agreement will remain unchanged.

The Board Chair signed the Amendment at the request of the County on September 2, 2026. Coalition legal counsel has reviewed the Amendment and approved it as to legal sufficiency. The County has not yet returned a fully executed copy.

Recommended Action from Staff:

Ratify the Executed Budget Increase Amendment 23-CP-CSA-3516-01 CA# 7 to the Broward County School Readiness Match Funding Agreement for the October 1, 2025, to September 30, 2026, Contract Year.

Supporting Documents:

None

ITEM/MEETING	EXC271RB9 / Executive Committee
DATE:	September 29, 2026
SUBJECT:	City of Pompano Beach School Readiness Match Funding Agreement
FOR ACTION:	Yes
RECOMMENDED ACTION:	Ratify the Board Chair's signature on the City of Pompano Beach School Readiness Match Funding Agreement for the period October 1, 2026, to September 30, 2027, pending City of Pompano Beach Commission Approval.
RECOMMENDED BY	Staff
FINANCIAL IMPACT:	$15,000 FY2027 Revenue Budget (October- June) $5,000 FY2028 Revenue Budget (July-September) **$20,000 All Years**
ELC STAFF LEAD	C. Klima

Background

Under specific appropriation in the Florida fiscal year 2026-2027 budget, all 31 Early Learning Coalitions throughout the state compete for funding from a $30 million statewide School Readiness Program match pool. Awards are based on the documented match commitments received from local government or private funders from each early learning coalition. For FY27, Broward was awarded approximately $6 million from this pool based on commitments from more than 20 County and Municipal funding sources.

The City of Pompano Beach has been one of ELC's most reliable municipal match funders yearly.

Current Status

On July 29, 2025, the City of Pompano Beach notified Coalition staff that a $20,000 contract for continued match funding has been recommended for approval by the City of Pompano Beach Commission and that the Coalition Board Chair must sign and return the Agreement by September 11, 2026, to be included on the October 13, 2026, City Commission agenda. The Agreement has been approved as a form by legal counsel, the Chair has signed it, and the Agreement has been submitted to the City. The Agreement term runs from October 1, 2026, through September 30, 2027.

Recommended Action from Staff:

Ratify the Board Chair's signature on the City of Pompano Beach School Readiness Match Funding Agreement for the period October 1, 2026, to September 30, 2027, pending City of Pompano Beach Commission Approval.

Supporting Documentation:

- Contract Fact Sheet

CONTRACT FACT SHEET

The information provided in this document identifies the major contract components, including cost, scope of work, deliverables, and goals. The document is being provided for ease of review but is not the approved contract. A copy of the full contract is available upon request.

CONTRACT NAME:	City of Pompano Beach 2026 - 2027 Miscellaneous Appropriations Agreement
CONTRACT NUMBER:	N/A Pending
POINT OF CONTACT:	Kelly Vitale President Strategic Philanthropy, Inc. 954-800-9549 nicole@strategicphilanthropyinc.com
PROCUREMENT:	Revenue Generating Contract
CONTRACT TYPE:	Local Municipality Match Funding
BUDGET AMOUNT:	$20,000
METHOD OF PAYMENT:	Revenue-generating contract for which the ELC is reimbursed for childcare expenses
PAYMENT SCHEDULE:	Funds will be distributed on a reimbursement basis, usually within 30 days of invoicing.
TERM:	October 1, 2026, through September 30, 2027
ANTICIPATED NUMBER OF PARTICIPANTS:	Approximately 1,700 children
SCOPE OF WORK:	Funding will be used as a match to draw down federal funds for subsidized childcare services for children living in the City of Pompano Beach.
DELIVERABLES:	Reimbursements to Child Care Providers for Services to School Readiness Income Eligible Children assigned to each funding source.
PERFORMANCE MEASURES:	None specified

ITEM/MEETING:	EXC271RB10/ Executive Committee
DATE:	September 29, 2026
SUBJECT:	Supporting Providers with Access to Low Cost Substitute Teachers
FOR ACTION:	Yes
RECOMMENDED ACTION:	Authorize Staff to Release a Request for Proposals (RFP) for a Staffing Agency Vendor to Provide High Quality Low Cost Substitute Teachers to Child Care Operators for Pilot Program January to June 2027
AS RECOMMENDED BY:	Staff
FINANCIAL IMPACT:	Not to Exceed $151,000 from the FY26 Budget
ELC STAFF LEAD	A. Metsch/C. Klima

Background:

Access to qualified substitute teachers remains a significant operational challenge for many child care providers. Planned and unplanned staff absences can affect classroom ratios, disrupt program operations, and limit providers' ability to serve children and families. To address this challenge, staff, in consultation with the Program Review Committee, propose a pilot initiative that would leverage a third-party staffing agency to maintain a readily available pool of substitute educators who meet all applicable background screening, credentialing, and training requirements.

Current Status

Through a competitive procurement process, staff will seek proposals from vendors with demonstrated experience recruiting and managing substitute early childhood education personnel and the capacity to provide reliable, on-demand staffing support.

The pilot program would be implemented within a single geographic area of Broward County from January 1, 2027 through June 30, 2027. Staff will establish eligibility criteria, usage parameters, and performance measures to ensure the service is used strategically and to evaluate the effectiveness of the pilot.

Participating providers will be responsible for paying the substitute educator's wages at rates comparable to their regular employees. ELC Broward will cover the staffing agency's administrative markup, allowing providers to access qualified substitute staff at cost while reducing barriers to participation.

The total cost of the pilot is not expected to exceed $150,000 during FY 2026-27 and will be funded within available program resources. Results from the pilot will be evaluated to determine the feasibility and potential scope of future expansion.

Recommended Action from Staff:

Authorize Staff to Release a Request for Proposals (RFP) for a Staffing Agency Vendor to Provide High Quality Low Cost Substitute Teachers to Child Care Operators for Pilot Program, January to June 2027

Supporting Documents

None

Contract List FY27

Contracting Party	Amount	Purpose	Type	Term	Status	Contract No.
Division of Early Learning	$151,545,637	*School Readiness, VPK*	Revenue	7/1/26-6/30/27	Active	EL097
University of Florida, Lastinger	$35,000	*Flamingo Online Training*	Revenue	08/1/26-06/30/27	Pending	
Children's Services Council	$4,773,314	*Vulnerable Populations*	Revenue	10/1/25-9/30/26	Active	23-2581
Children's Services Council	$4,385,915	*Vulnerable Populations*	Revenue	10/1/26-9/30/27	Pending	23-2581
Children's Services Council	$3,592,850	*Financially Assisted Child Care*	Revenue	10/1/25-9/30/26	Active	23-2580
Children's Services Council	$3,736,564	*Financially Assisted Child Care*	Revenue	10/1/26-9/30/27	Pending	23-2580
Broward County	$3,000,000	*SR Match & Special Needs*	Revenue	10/1/25-9/30/26	Active	23-CP-CSA-3516-01
Broward County	$3,500,000	*SR Match & Special Needs*	Revenue	10/1/26-9/30/27	Pending	
A.D. Henderson Foundation	$280,654	*Peer Support Specialists*	Revenue	7/1/26-6/30/28	Active	226014
A.D Henderson Foundation	$20,000	*Food and Training Support*	Revenue	7/1/26-6/30/27	Pending	
Children's Forum	TBD	*Help Me Grow*	Revenue	7/1/26-6/30/27	Pending	
United Way	$136,500	*SR Match Funds*	Revenue	7/1/26-6/30/27	Active	1718-04-06-01
City of Fort Lauderdale	$100,000	*SR Match Funds*	Revenue	10/1/25-9/30/26	Active	CAM 25-1004
City of Fort Lauderdale	$100,000	*SR Match Funds*	Revenue	10/1/26-9/30/27	Pending	
City of Pompano Beach	$15,000	*SR Match Funds*	Revenue	10/1/25-9/30/26	Active	-
City of Pompano Beach	$20,000	*SR Match Funds*	Revenue	10/1/26-9/30/27	Pending	-
City of Deerfield	$18,750	*SR Match Funds*	Revenue	10/1/25-9/30/26	Active	-
City of Deerfield	$20,000	*SR Match Funds*	Revenue	10/1/26-9/30/27	Pending	-
City of Hollywood	$15,000	*SR Match Funds*	Revenue	10/1/25-9/30/26	Active	-
City of Hollywood	TBD	*SR Match Funds*	Revenue	10/1/26-9/30/27	Pending	-
Crown Center	$4,877,208	*Office Lease & Maintenance*	Lease	7/16/18-2/16/28	Active	4852-0671-1913.3
Broward County School Board	$41,326	*Gulfstream Early Learning Ctr*	Lease	9/5/25-9/4/28	Active	
Broward County School Board	$41,326	*Broward Estates EL Ctr*	Lease	TBD	Pending	
Children's Forum	$450,000	*INCENTIVE$ Program*	Sub Recipient	7/1/26-6/30/27	Active	ELCB42
Scholastic, Inc	$1,075,000	*Bookworms Books*	Vendor	7/1/24-6/30/27+2	Active	ELCB27
UKG	$270,000	*Payroll Processing*	Vendor	7/25/25-12/31/31	Active	325445
Citrin Cooperman & Co, LLP	$258,661	*Auditors*	Vendor	10/16/24-10/15/29	Active	ELCB36
Citrin Cooperman Advisors, LLC	$31,775	Tax Advisors	Vendor	10/16/24-10/15/29	Active	ELCB35
Webauthor.com	$250,000	CCR&R Search Software	Vendor	5/01/24-9/30/26	Expired	ELCB7
Webauthor.com	$465,192	*CRM Software*	Vendor	7/1/24-6/30/28 +1	Active	ELCB24
Intermedia, Inc	$220,155	*Voice Over IP Services*	Vendor	9/16/24-9/15/27	Active	ELCB31
First Call for Help/211 Broward	$125,000	*Community Referral Services*	Vendor	7/1/26-6/30/27	Active	ELCB40
AT&T	$475,000	*Cell Phones and Hot Spots*	State Contract	7/1/22-6/30/27	Active	
Goren, Cherof, Doody & Ezrol,	500,000	*Legal Services*	Vendor	7/1/26-6/30/31	Active	ELCB44
Bryant, Miller, Olive,	$135,000	*Legal Services- Labor*	Vendor	7/1/26-6/30/31	Active	ELCB45
Klausner Group	$50,000	*Legal Services- ERISA*	Vendor	7/1/25-6/30/27	Active	ELCB3
Crown Castle	$62,480	*Internet Services*	Vendor	3/24/24-3/23/27	Active	
Toshiba	$35,000	*Copier and Printer Rental*	State Contract	12/1/25-11/30/30	Active	
CPR954	$75,000	*CPR and First Aid Training*	Vendor	8/15/24-6/30/27+2	Active	ELCB30
Causetech DBA Achieve	$10,447	*Website Hosting*	Vendor	7/1/24-6/30/27+2	Active	ELCB25
Vantiv Health	$51,156.25	*Appointment Software*	Vendor	7/1/24-6/30/27+	Active	ELCB26
Momentive	$9,105	*MIP Service Contract*	Vendor	6/20/26-6/19/27	Pending	
Comcast	$4,731	*Internet Services*	Vendor	7/1/26-6/30/27	Pending	
Corporate Trans/Language Link	$2,000	*Translation Services*	State Contract	7/1/26-6/30/27	Pending	
FL Dept of Law Enforcement	$1,500	*LiveScan Service*	Vendor	10/29/18-Ongoing	Active	
School Board of Broward County	$0	*Cooperation Agreement*	MOU	1/20/21-6/1/43	Active	
Brown & Brown	$0	*Information Sharing*	BAA	8/1/25-7/31/30	Active	
Child Abuse Prevention-CAPTA	$0	*Cooperation Agreement*	MOU	9/1/21-8/31/29	Active	
Seventeenth Circuit Court	$0	*Cooperation Agreement*	MOU	6/23/20-Ongoing	Active	
University of Florida	$0	*Data Sharing Agreement*	MOU	1/1/19-Ongoing	Active	
University of Florida	$0	*Data Sharing Agreement*	MOU	8/19/25-Ongoing	Active	
Language Environment Analysis LENA Grow	$0	*Cooperation Agreement*	MOU	08/25/26-6/30/27	Active	

ELC of Broward County

FY 2026-2027 Board Engagement Calendar

July 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026

S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- PLAN

September 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- PLAN

October 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- PLAN
- Childcare Site Visit- (NW)
- Lunch & Learn
- Community Engagement
- FLAEYC Conference 2026

November 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- PLAN (Cancelled)
- Kindness Counts
- Built to Thrive Conference

December 2026

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- PLAN
- Childcare Site Visit (South Central)
- ELC Winter Palooza
- NAECY Annual Conference

January 2027

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- PLAN
- Childcare Site Visit

February 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

- PLAN
- Childcare Site Visit
- Read for the Record

March 2027

S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- PLAN
- Childcare Site Visit
- Broward Days

April 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- PLAN
- Childcare Site Visit
- Children's Week

May 2027

S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

- PLAN
- Childcare Aware Symposium

June 2027

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- PLAN
- Learners to Earners

To register for an upcoming engagement event, please reach out to Melody Martinez at Mmartinez@elcbroward.org, and we will follow up with a calendar invite.

Monthly PLAN Meetings (3rd Wed of Every Month)

1. *Aug. 19, 2026 | ELC Training Room | 10:00 – 11:30 AM*
2. Sep. 16, 2026 | ELC Training Room | 10:00 – 11:30 AM
3. Oct. 21, 2026 | ELC Training Room | 10:00 – 11:30 AM
4. Nov. 18, 2026 | ELC Training Room | 10:00 – 11:30 AM
5. Dec. 16, 2026 | ELC Training Room | 10:00 – 11:30 AM
6. Jan. 20, 2027 | ELC Training Room | 10:00 – 11:30 AM
7. Feb. 17, 2027 | ELC Training Room | 10:00 – 11:30 AM
8. Mar. 17, 2027 | ELC Training Room | 10:00 – 11:30 AM
9. Apr. 21, 2027 | ELC Training Room | 10:00 – 11:30 AM
10. May 19, 2027 | ELC Training Room | 10:00 – 11:30 AM
11. Jun. 16, 2027 | ELC Training Room | 10:00 – 11:30 AM

Child Care Site Visits

Please hold these dates as they have been set aside for provider site visits. The provider site visits are designed to provide a variety of opportunities for the Board. To RSVP, please contact Melody Martinez at Mmartinez@elcbroward.org.

1. Oct. 20, 2026 | Seton Ridge Academy| Coral Springs, FL | 9:30 – 11:00 AM
2. Dec. 3, 2026 | Davie Academy| Davie, FL| 9:30 – 11:00 AM
3. Jan. 12, 2026 | TBA | 9:30 – 11:00 AM
4. Feb. 23, 2027 | TBA | 9:30 – 11:00 AM
5. Mar. 10, 2027 | TBA | 9:30 – 11:00 AM
6. Apr. 14, 2027 | TBA | 9:30 – 11:00 AM

ELC & Other Community Events

1. Lunch and Learn (Pass the Baton) | Oct. 5, 2026 | ELC Training Room | 12:00 – 1:00 PM
2. Kindness Counts Reading Event – Nov. 5, 2026 | ELC Training Room | 10:30 AM – 12:30 PM
3. Winter Palooza – Dec. 10, 2026 | IT Parker Community Center, Dania Beach| 12:00 – 2:00 PM
4. Read for the Record – Feb. 2027 | TBA
5. State of Childcare – TBA
6. A Day in K | TBA | Museum of Discovery Science

Professional Development Conferences

If you would like to attend a conference or need assistance organizing accommodations, please contact Melody Martinez at Mmartinez@elcbroward.org.

1. FLAEYC Annual Conference 2026 | Oct. 16-18, 2026 | Jacksonville, FL
2. Built To Thrive | Nov. 9 – 10, 2026 | Orlando, FL
3. NAEYC Annual Conference 2026 | Dec. 5-8, 2026 | Washington, D.C.
4. Broward Days | Mar. 23-24, 2027 | Tallahassee, FL
5. Childcare Aware 2026 Symposium | May 3-6, 2027 | Arlington, VA
6. Children's Week | Apr. 19 – 23, 2027 | Tallahassee, FL
7. Learners to Earners 2027 | June 22, 2027 | Tampa, FL

ELC of Broward County **Committee Members 2026-2027**

COMMITTEE		Member Name	Seat	By Laws
EXECUTIVE *4 needed for a Quorum*		*Members consist of the Chair, First Vice-Chair, Second Vice-Chair, Secretary, Treasurer, Immediate Past Chair (if applicable) and each of the chairs of the Standing Committees)*		
Officer	1	**Laurie Sallarulo**	**Chair**	effective 04/2014 - Governor appointment
Officer	2	Dawn Liberta	**First Vice Chair/Governance**	effective July 2024 - July 2027 (3 year term)
Officer	3	Michael Asseff	**Second Vice Chair**	effective July 2024 - July 2027 (3 year term)
Officer	4	Ellie Schrot	**Secretary**	effective May 2025 (3 year term)-Ellie appointed 5.12.25
Officer	5	Cindy Arenberg Seltzer	**Treasurer/Finance Chair**	effective July 2024 (3 year term)
	6	Amoy Reid	**Nominating Com. Chair**	effective July 2024 (3 year term)
	7	Renee Podolsky	**Audit Com. Chair**	effective July 2024 (3 year term)
FINANCE *5 needed for a Quorum*		*Members appointed by the Chair. Reports directly to the Board and shall consist of at least (5) five Members EXCLUDING CHAIR. No Term Limits*		
	1	**Cindy Arenberg Seltzer**	**Chair**	effective 07/01/24
	2	Michael Asseff	Member (Officer)	effective 12/15/25
	3	Maria Hernandez	Member	effective 06/14/23
	4	Dawn Liberta	Member (Officer)	effective 02/12/24
	5	Renee Podolsky	Member	
	6	Amoy Reid	Member	effective 05/12/25
	7	Laurie Sallarulo	Member (Board Chair)	
	8	Ellie Schrot	Member (Officer)	effective 12/15/25
PROGRAM REVIEW *4 needed for a Quorum*		*Members appointed by the Chair. Ad Hoc members with particular expertise may be appointed to assist in the given particular area of program . Reports directly to the Board and shall consist of at least (3) members EXCLUDING CHAIR. No Term Limits*		
	1	**Maria Hernandez**	**Chair**	effective 05/12/25
	2	Cindy Arenberg-Seltzer	Member (Officer)	effective 07/01/22
	3	Krystie Castillo	Member	effective 02/12/24
	4	Amy Hauser	Member	effective 02/10/25
	5	Dawn Liberta	Member (Officer)	effective 02/12/24
	6	Renee Podolsky	Member	effective 05/10/23
	7	Ellie Schrot	Member (Officer)	effective 06/14/23
AUDIT *4 needed for a Quorum*		*Members elected by Board. Consists of at least (5) five Members including Chair. Ad Hoc Members may be appointed to assist in accounting or financial management experience. No more than (1) one Member of the Finance Committee shall be a Member of the Audit Committee and in no event shall the chair of the Finance Committee be a Member of the Audit Committee. No Term Limits*		
	1	**Renee Podolsky**	**Chair**	effective July 2024 (3 year term)
	2	Michael Asseff	Member (Officer)	effective 02/12/24
	3	Sharonda Bailey	Member	effective 05/12/25
	4	Ellie Schrot	Member (Officer)	effective September 2024
	5	Traci Schweitzer	Member	effective 02/12/24
	6	Karen Taveras	Member	effective 09/09/25
GOVERNANCE *4 needed for a Quorum*		*Members Elected by Board. Consists of at least (5) five Members, EXCLUDING CHAIR. First Vice Chair shall serve as chair of the Governance Committee. No Term Limits*		
	1	**Dawn Liberta**	**Chair**	effective July 2024 (3 year term)
	2	Michael Asseff	Member (Officer)	effective 06/2020
	3	Kirk Englehardt	Member	effective 09/13/21
	4	Carol Hylton	Member	effective 02/2021
	5	Laurie Sallarulo	Member (Board Chair)	effective 09/15/22
	6	Renee Podolsky	Member	effective 10/06/22
	7	Amoy Reid	Member	effective 10/06/22
NOMINATING *4 needed for a Quorum*		*Members Elected by Board. Consists of at least (3) three Members who are not Officers of the Coalition . No Term Limits*		
	1	**Amoy Reid**	**Chair**	effective July 2024 (3 year term)
	2	Michael Asseff	Member (Officer)	effective 7/1/24
	3	Sharonda Bailey	Member	effective 04/27/22
	4	Krystie Castillo	Member	effective 05/12/25
	5	Laurie Salarullo	Member (Board Chair)	
	6	Traci Schweitzer	Memebr	effective 05/12/25
	7	Julie Winburn	Member	effective 05/2022
AD HOC FUNDRAISING *5 needed for a Quorum*	1	Michael Asseff	**Co-Chair (Officer)**	Co-Chair effective 06/14/23
	2	Traci Schweitzer	**Co-Chair**	Co-Chair effective 03/11/24
Re-established 8/2022	3	Krystie Castillo	Member	effective 02/12/24
Reports to Executive Comm	4	Kirk Englehardt	Member	effective 09/20/22
	5	Dawn Liberta	Member (Officer)	effective 02/12/24
	6	Amoy Reid	Member	effective 08/10/22
	7	Jessica Rodriguez	Member	effective 09/09/25
	8	Megan Turetsky	Member	effective 11/10/25
	*	Beverly Batson (Honorary)	Non-Voting Member/ No Quorum	effective 12/16/24

Early Learning Coalition of Broward County
Finance & Executive Committee Attendance Chart FY 2025-2026

QUORUM # NEEDED: 5

#	FINANCE	Position	Term Started	Term Exp	Sep-09	Nov-04	Feb-03	Mar-03	May-05	Jun-23	TOTAL FY ABSENCES
1	**Cindy Arenberg Seltzer**	**Chair**	Jul-24		V	V	V	V	V	V	0
2	Michael Asseff	Member (Officer)	Dec-26				V	V	V	V	0
3	Maria Hernandez	Member	Jun-23		ABS	ABS	V	V	V	ABS	3
4	Dawn Liberta	Member (Officer)	Feb-24		V	ABS	V	V	V	V	1
5	Renee Podolsky	Member			V	V	V	V	V	V	0
6	Dr. Amoy Reid	Member	May-25		ABS	V	V	ABS	ABS	V	3
7	Laurie Sallarulo	Member (Board Chair)			ABS	V	ABS	ABS	V	V	3
8	Ellie Schrot	Member (Officer)	Dec-25				V	V	V	V	0
9	Zachary Talbot	Member	Jun-20		V	ABS	ABS	V	ABS	ABS	4

QUORUM # NEEDED: 4

#	EXECUTIVE	Position	Term Started	Term Exp	Aug-27	Nov-04	Feb-03	Mar-03	May-05	Jun-23	TOTAL FY ABSENCES
1	**Laurie Sallarulo**	Chair	Apr-14		ABS	V	V	ABS	V	V	2
2	Dawn Liberta	First Vice Chair/Governance	Jul-24		V	ABS	V	V	V	V	1
3	Michael Asseff	Second Vice Chair	Jul-24		V	V	V	V	V	V	0
4	Ellie Schrot	Secretary	May-25		V	ABS	V	V	V	V	1
5	Cindy Arenberg Seltzer	Treasurer/Finance Chair	Jul-24		V	V	V	V	V	V	0
6	Dr. Amoy Reid	Nominating Com. Chair	Jul-24		ABS	V	V	ABS	ABS	V	3
7	Renee Podolsky	Audit Com. Chair	Jul-24		V	V	V	V	V	V	0

Members who left During FY 25 - 26 Term

	FINANCE	Position	Term Started	Last Day	Aug-27	Oct-01	Jan-28	Mar-04	Apr-29	Jun-03	TOTAL FY ABSENCES
1											
2											
3											

	EXECUTIVE	Position	Term Started	Last Day	Aug-27	Oct-01	Jan-28	Mar-04	Apr-29	Jun-03	TOTAL FY ABSENCES
1											
2											
3											

V= Virtual Meeting
X= Present at meeting
ABS= Absent from Meeting
P= phone attendance
FM= First Meeting
LM= Last Meeting
Shaded areas - no meeting scheduled
O:\Elc of Broward County\Board - Documents\Board- Committee & Board Meetings\Executive Finance\FY 2025-2026

Except for Chair an Officers term is for two years. No officer may hold the same elected position for more than (2) term of two years

Early Learning Coalition of Broward County
Finance & Executive Committee Attendance Chart FY 2026-2027

QUORUM # NEEDED: 5

#	FINANCE	Position	Term Started	Term Exp	Sep-29	Oct-27	Dec-08	Feb-02	Mar-02	May-04	Jun-22
1	**Cindy Arenberg Seltzer**	**Chair**	Jul-24								
2	Michael Asseff	Member (Officer)	Dec-26								
3	Maria Hernandez	Member	Jun-23								
4	Dawn Liberta	Member (Officer)	Feb-24								
5	Renee Podolsky	Member									
6	Dr. Amoy Reid	Member	May-25								
7	Laurie Sallarulo	Member (Board Chair)									
8	Ellie Schrot	Member (Officer)	Dec-25								

QUORUM # NEEDED: 4

#	EXECUTIVE	Position	Term Started	Term Exp	Sep-29	Oct-27	Dec-08	Feb-02	Mar-02	May-04	Jun-22
1	**Laurie Sallarulo**	Chair	Apr-14								
2	Dawn Liberta	First Vice Chair/Governance	Jul-24								
3	Michael Asseff	Second Vice Chair	Jul-24								
4	Ellie Schrot	Secretary	May-25								
5	Cindy Arenberg Seltzer	Treasurer/Finance Chair	Jul-24								
6	Dr. Amoy Reid	Nominating Com. Chair	Jul-24								
7	Renee Podolsky	Audit Com. Chair	Jul-24								

Members who left during the FY 26-27 Term

	FINANCE	Position	Term Started	Last Day	Sep-29	Oct-27	Dec-08	Feb-02	Mar-02	May-04	Jun-22
1											
2											
3											
	EXECUTIVE	**Position**	**Term Started**	**Last Day**	**Sep-29**	**Oct-27**	**Dec-08**	**Feb-02**	**Mar-02**	**May-04**	**Jun-22**
1											
2											
3											
	V= Virtual Meeting										
	X= Present at meeting										
	ABS= Absent from Meeting										
	P= phone attendance										
	FM= First Meeting										
	LM= Last Meeting										
	Shaded areas - no meeting scheduled										
	O:\Elc of Broward County\Board - Documents\Board- Committee & Board Meetings\Executive Finance\FY 2026-2027										

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