

Early Learning Coalition of Broward County, Inc. - Executive Committee Meeting Agenda November 2, 2021 – 1:30 pm Virtual Meeting

Meeting Call-In Number: 1 (872)240-3412 Access Code: 534-097-765

Go To Meeting Access: https://global.gotomeeting.com/join/534097765

Members are reminded of conflict of interest provisions. In declaring a conflict, please refrain from voting or discussion 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	
I.	Call to Order		Laurie Sallarulo, Chair
II.	Roll Call		Melody Martinez, Board Liaison
III.	Chair Report		Laurie Sallarulo, Chair
IV.	CEO Report	2	Renee Jaffe, CEO
V.	Executive Committee Consent Agenda a. Approve August 31, 2021 Executive Committee meeting minutes b. EXC222CA1 – City of Ft. Lauderdale SR Match Contract c. EXC222CA2 – Children's Forum Sub Recipient Agreement	5 12 27	Laurie Sallarulo, Chair
VI.	Executive Committee Regular Business a. EXC222RB1 – NSU Agreement b. EXC222RB2 – Legal Services Agreement Cycle c. EXC222RB3 – CEO Goals FY 21/22	34 37 39	Christine Klima CAO Renee Jaffe, CEO
VII.	 FYI-1 Wait List Report FYI-2 Contract List FYI-3 Education and Quality Training Calendar FYI-4 Proposed CRRSA Funding Plan FYI-5 2021/2022 Board Calendar FYI-6 Board Committee Member List 21/22 FYI-7 FY 21-22 Executive Committee Meeting Attendance FYI-8 Glossary of Terms 	43 44 45 47 53 54 55	
VIII.	Unfinished Business New Business Matters from the Board Matters from the CEO Matters from our Partners Public Comment Next Executive Committee: December 7, 2021 @ 1:30pm Adjourn		

Please Note: Agenda subject to revisions and additions per 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 at the entry desk for public comments to be made on particular agenda items no later than five minutes after the Coalition meeting has been called to order.

CEO Report Executive/Finance – November 2, 2021

Racial Equity Update

ELC staff is currently completing the Coalition of Communities of Color Organizational Self-Assessment Tool. This tool examines organizational policies and practice related to racial equity. Once completed, we will choose specific areas where we can improve and begin work on them. We are also happy to announce that the first series of Racial Equity Institute (REI) two-day trainings on racial equity and implicit bias will begin the first week of November. All staff will be required to attend these trainings, which will be offered multiple times during the year. Finally, we are working with Broward Sheriff's Office staff to arrange for Sheriff Tony to be our next Café Series speaker. Once we have a confirmed date, we will send calendar invitations to the Board.

School Readiness and VPK Enrollment/Attendance Update

School Readiness attendance for the month of September was 11,710 Staff continue to pull children from the waitlist, and will be calling 650 children off the list the week of October 18th. As of October 19th, there are 2,401 children on the SR waitlist. As explained previously, an additional and more accurate indicator of waitlist impact is lag time between the calendar date of waitlist sign-up and the date of names being pulled. As of October 19th (after pulling the 650 children) we are now pulling families off the waitlist that signed up as of 5/18/2021.

As of October 1st, there were 15,131 processed and approved VPK applications for the 21/22 VPK school year and 12,406 children actually enrolled in a VPK program (and assigned a classroom). The number of children attending is approximately 2,000 more than the number reported for September's board meeting. To keep this in context, last year, there were 11,813 school year VPK enrollments and in the 2019-2020 school year, there were 15,928 enrollments. We are still below the numbers we saw pre-pandemic. VPK classes tend to begin either at the end of August or the beginning of September. Because of the surge of Delta variant, future enrollment/attendance in VPK are currently very difficult numbers to predict.

School Readiness FY22 CCDF Funding Allocations Finalized

At the end of September and October, DEL issued long-awaited final FY2022 allocations for two specific FY2022 CCDF funding earmarks in the Statewide budget. Broward's allocation for enrolling from the waitlist was \$6 million higher than the allocation received in FY2021; increasing the original "flat" budget amount for new enrollments from \$10 million up to \$16 million. Additionally, a full year award to continue the Statewide provider rate increase was \$2.6 million higher for Broward than DEL had previously indicated. The additional amount was needed because more young children were enrolled since the rate change went into effect last January. (DEL's Statewide rate increase targeted primarily infants and toddlers) The impact of these allocations and updated utilization projections will be presented in the Finance Committee Packet.

COVID-19 Federal Relief Funding

We had expected Phase VI of the CRRSA federal stimulus dollars to rollout in early to mid September. Unfortunately, the State had to push the anticipated release date as they waited for approval. We received word last week that these grant funds are expected to be released the last week of October/first week of November. We will have grant applications available to providers within days of the State's release of the grant funds. We anticipate the grant awards to be larger than they were in Phase 5 however ELC's have not yet received Coalition specific funding award information. Grant awards were/are based on facility license capacity, and Phase 5 awards ranged from \$3,000 for a license capacity of 12 or less children, to \$19,500 for a license capacity of more than 150 children.

We were excited to learn that with the release of Phase 6 grant funds, the State has requested funding be released for the following initiatives/supports:

- Workforce Initiatives
- 2021-22 VPK Classroom Closures
- Program Outreach, Awareness, and Family Supports

Additional information related to these initiatives along with a breakdown of CRRSA funding appears in the Proposed CRRSA Funding document (FYI 4) in the FYI section of this packet.

Workforce Initiatives Update

Below is an update on the ELC's Workforce Iniative discussed at the September Board meeting and created in response to the shortage of staff and the potential business and safety issues that could occur as a consequence of these shortages.

<u>Background Screen funds</u>: Funding will be distributed through the CRRSA Phase 6 grants, due out the beginning of November, to child care facilities to cover this cost, rather than passing it down to new educators.

<u>45 Hour Training Funds</u>: An expedited contracting process is underway with Nova Southeastern University to begin covering the cost of registration and testing fees for mandatory 45 hour state trainings for newly hired early care educators as soon as possible. The target launch date is November 1. See the action item included in this packet

<u>Jobs Board</u>: On October 22, 2021, ELC's Child Care Educator Jobs Board went live on our website. The new feature gives all providers the opportunity to post job openings, and allows job seekers to search for open positions among a variety of potential options.

Child Care Workforce Outreach Campaign:

The Children's Services Council generously agreed to fund a marketing campaign to attract potential child care educators. ELC and CSC staff met with CSC's marketing firm on September 22nd to discuss the campaign messaging, target audience, and methods of outreach. We are waiting on approval of the proposed marketing plan from the firm and next steps from CSC.

ELC's NEW Workforce Workgroup:

On October 19th, ELC had its first Workforce Workgroup meeting. ELC staff provided an update on CRRSA funding allocated specifically for workforce initiatives and shared a draft of their new **Above and Beyond Broward** plan, that includes programming, incentives/stipends, and other supports to upskill, retain and elevate early learning staff. Following a robust discussion of the plan, workgroup members provided additional ideas to support the initiative. The group decided to meet again in six weeks. In the meantime, ELC staff are updating the plan and creating a timeline for all of the action items. The plan will be presented at the December 20th Board meeting.

PDG Funding

As reported at the September Board meeting, DEL had implemented a no-cost extension to December 30, 2021 for Mental Health expenditures under the Federal Pre-School Development Grant Program. For Broward, this meant approximately \$131K carried forward to FY22 to continue the Trauma Informed Care and Infant Mental Health Training series' that ELC procured and launched last fiscal year. Since that meeting, DEL has offered Broward an additional \$454,000 to expand these activities.

Salary Survey

ELC has engaged Compensation Resources Inc. (CRI) to conduct an update to the salary survey they conducted in 2018. The Society for Human Resource Management (SHRM) recommends that employers review their salary structure every 3 to 5 years, particularly when the marketplace becomes more competitive as it has over the past year. The review will determine whether the structure is still aligned with the organization's needs and the labor market. CRI anticipates presenting their results at the December Committee and Board meetings.

CLASS observations Update

Last year due to the pandemic CLASS Assessments were suspended due to the pandemic. During this suspension, the required minimum acceptable CLASS Observation score was raised by DEL from a 3.5 to a 4 (on a scale of 0-7). Under the new requirement, 42 facilities were found to be underneath that threshold and needed to develop Quality Improvement Plans (QIP's). Staff are working with these 42 sites to successfully implement their QIP strategies, and hopefully raise their scores above a 4.0. ELC staff are also busy doing required CLASS Assessments required for most SR providers.

Energage

As per the Boards approval, we are engaging with an external entitiy to conduct a Staff Satisfaction Survey. We have contracted with Energage who conducted a prior survey in 2019. The staff will be surveyed during November with results available by the end of 2022. All results will be shared with the Board.

Strategic Planning Process

The Stategic Planning process timeline is being finalized. Reapproval for the ad hoc strategic planning committee will be recommended at the November Board meeting. Data and feedback from various sources is currently being gathered and will be shared with committee at their first meeting and then the Board at an upcoming ELC Board retreat. Staff will provide the final timeline and process to the Board in the near future and provide updates to the board throughout the process with an end goal of the final DRAFT being presented to the Board at the June 2022 Board meeting.



Early Learning Coalition of Broward County, Inc.

Executive Committee Meeting Minutes August 31, 2021 – 2:00 pm

Virtual Meeting

Members in Attendance	Chair, Laurie Salarullo; Dawn Liberta; Twan Russell; Monica King; Cindy Arenberg- Seltzer; Khalil Zeinieh; Michael Asseff; Richard Campillo
Members Absent	
Staff in Attendance	Renee Jaffe, CEO; Christine Klima, CAO; Hubert Cesar, CIO; Howard Bakalar, CPO; Judith Merritt COO; Allison Metsch, Director of Education & Quality Initiatives; Reiner Potts, Financial Analyst; Stephanie Landreville, Controller; Pablo Calvo, Director of Community Engagement, Elsy Silvestre, Executive Assistant
Others in Attendance	Jacob Jackson, General Counsel

Item		Action/Discussion
Welcome & Call to Order		Chair Laurie Salarullo called the meeting to order at 2:16 pm. Roll was called and a quorum was established.
Chair Report		Chair welcomed everyone to the meeting. Chair asked members of the committee if anyone would life to volunteer for the Finance Committee as they need more members. Khalil Zeinieh and Dawn Liberta volunteered.
CEO Report		CEO informed committee members regarding COVID relief efforts. We are expecting Phase 6, and the grant awards to be larger than Phase 5. They are with the Department of Education for approval. We are adding a few questions to the grant application just to better understand
		how the county is doing with vacancies and hiring.
		ARP funds will be coming January 2022.
CONS	SENT AGENDA	
	Approve June 1, 2021 Executive Committee meeting minutes	
D.	EXC221CA1 – CSC Contract - Financially Assisted Child Care Renewal	There was a Motion to approve the items A-F with the exception of B & C on the Consent Agenda by Michael Asseff and Seconded by Khalil Zeinieh. Motion Passes .
c.	EXC221CA2 – CSC Contract – Vulnerable Population	Unanimously approved.
d.	EXC221CA3 – REI Training Contract	There was a Motion to approve the items B & C on the Consent Agenda by Monica King and Seconded by Michael Asseff. Motion Passes . Unanimously approved.
e.	EXC221CA4 – 211 Broward FY22 Contract Renewal	abstain.
f.	EXC221CA5 – Revation Agreement - VOIP	Abstentions : Board Members Cindy Arenberg-Seltzer & Dawn Liberta both abstained from voting due to voting conflict with items B & C.

REGULAR BUSINESS

 a. EXC221RB1 – ELC Bridge to ARP Funding Workforce Initiative and Funding Proposal

ELC Bridge to ARP Funding Workforce Initiative and Funding Proposal

ELC staff created a workforce initiative to attract new staff to work as early educators due to the current shortage. The plan includes stipends and other initiatives to cover the cost of background screenings and required trainings. ELC will create a distinct track of trainings for new child care staff. The Children's Services Council (CSC) has agreed to fund a PR campaign to recruit qualified staff into our childcare small business and the ELC will do outreach of the campaign. CareerSource will conduct some job fairs. ELC submitted a proposal to Broward County requesting funding to assist child care small businesses increase their wages. Renee Jaffe was told the proposal is being considered.

EXC221RB2 – StrategicPlan FY 20/21 – Q1-Q4Results

Strategic Plan FY 20/21 – Q1-Q4 Results

Out of the 26 outcome for the Strategic Plan, 18 exceeded the benchmark, 6 met/achieved the benchmark, and 2 were placed on hold due to COVID.

c. EXC221RB3 – CEO
Performance Evaluation
Results and CEO
Performance Pay

CEO Performance Evaluation Results and CEO Performance Pay

85% response rate from the Board. Overall the Board rated the CEO in the 10 individual indicators, with 65% (11) of the Board scoring the CEO with either Exceeds Expectations or Outstanding, and 24% (4) of the Board scoring the CEO as Meets Expectations. Two Board members scored the CEO Below Expectations which equals to 11%.

In the 5 Goals/Outcomes 76% (13) of the Board scored the CEO with either Exceeds Expectations or Outstanding, 18% (3) of the Board Members scored the CEO as Meets Expectation, and 1 Board member scored the CEO Below Expectation which is 6%.

Overall the score was a 4.0 which Exceeds Expectation. CEO will use the feedback from the Board Evaluation and incorporate an action plan on how to move forward and make improvements in those areas.

The CEO is eligible for up to \$10,000 in Performance pay.

There was a **Motion** to approve CEO's Evaluation Results to the Full Board by Dawn Liberta and **Seconded** by Richard Campillo.

Motion Passes. Unanimously approved.

There was a **Motion** to approve CEO's Performance Pay of \$10,000 to the Full Board by Dawn Liberta and **Seconded** by Monica King.

Motion Passes. Unanimously approved.

d. ESC221RB4 – CEO Goals FY 21/22 e. ESC221RB5 – Staff Satisfaction Survey Results	The CEO goals are to come directly from the objective and outcomes included in the Strategic Plan. Laurie suggested that the goals should focus more on the CEO as opposed to organizational goals. Laurie also suggested adding a section in the evaluation form where they can comment and incorporate some strategies to help the CEO achieve those goals. Laurie suggested to bring back to the Executive committee meeting on November 02, 2021 once the goals have been updated. Cindy suggested having more Executive/Finance meetings. Monica feels we can benefit from more meetings as well. No vote needed, Laurie and Renee will discuss the calendar and bring feedback to the committee. The annual Staff Satisfaction Survey was conducted in August and we had a 90% satisfaction rate with a 64% response rate. Areas that staff felt needed improvements are: recognizing strong performance, competitive compensation, and pay equity practices. We have an external employee staff satisfaction survey that will be happening in October/November of this year. ELC staff and management will review the results and make a plan to address those areas that need improvements.
NEW BUSINESS	There was no discussion.
MATTERS FROM CHAIR	There was no discussion.
MATTERS FROM COMMITTEES	There was no discussion.
PUBLIC COMMENT	There was no comment.
NEXT MEETING DATE	November 2, 2021 @ 1:30PM
ADJOURN	A Motion was made by Cindy Arenberg-Seltzer to adjourn at 3:11 PM.

These minutes contain the action items of the Board meeting of the Early Learning Coalition of Broward. They do not include all 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 prior to approval at the next meeting.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME		NAME OF BOAR	RD, COUNCIL, COMMISSIO	ON, AUTHORITY, OR COMMITTEE	
MAILING ADDRESS		THE BOARD, CO WHICH I SERVE		UTHORITY OR COMMITTEE ON	
CITY	COUNTY	□ CITY	□ COUNTY	OTHER LOCAL AGENCY	
OTT	COONTT	NAME OF POLIT	FICAL SUBDIVISION:		
DATE ON WHICH VOTE OCCURRED		MY POSITION IS			
			☐ ELECTIVE	□ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

• You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the
 meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the
 agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST		
I,, hereby disclos	se that on, 20:	
(a) A measure came or will come before my agency which (check on	ne)	
inured to my special private gain or loss;		
inured to the special gain or loss of my business associate, _	berg Seltzer :	
inured to the special gain or loss of my relative,	;	
inured to the special gain or loss of	, by	
whom I am retained; or		
inured to the special gain or loss of	, which	
is the parent organization or subsidiary of a principal which ha	as retained me.	
(b) The measure before my agency and the nature of my conflicting	interest in the measure is as follows:	
	Cindy Arenberg Seltzer Signature	
Date Filed	Signature	

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 8B - EFF. 1/2000 PAGE 2

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LAST NAME—FIRST NAME—MIDDLE NAME		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE				
Liberta, Dawn		Early Learning				
MAILING ADDRESS		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON				
1400 W Commercial Blbd		WHICH I SERVE IS	A UNIT OF:			
			- □CITY	COUNTY	OTHER LOCAL AGENCY	
CITY	COUNTY				OTTLER EOCAL AGENCT	
Ft. Lauderdale	Broward		NAME OF POLITIC	AL SUBDIVISION:		
DATE ON WHICH VOTE OCCURRED						
		MY POSITION IS:				
8/31/2021			☐ ELECTIVE		,	

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For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

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PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

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APPOINTED OFFICERS (continued)

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	DISCLOSURE OF L	OCAL OFFICER'S INTEREST	
l,	, hereby	disclose that on	:
(a) A measure came or will come to	pefore my agency which (che	eck one)	
inured to my special private	gain or loss;		
inured to the special gain o	r loss of my business associ	iate, Children's Service Council	
inured to the special gain o	r loss of my relative,		;
inured to the special gain or	loss of		by
whom I am retained; or			
inured to the special gain or	· loss of		, which
is the parent organization o	r subsidiary of a principal wh	nich has retained me.	
(b) The measure before my agenc	y and the nature of my confl	icting interest in the measure is as follows:	
I am currently sit as th	ne chair if the CSC bo	pard	
8131/2021		Dawn Liberta	
Date Filed		Signature	

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CE FORM 8B - EFF. 1/2000 PAGE 2



ITEM/MEETING	EXC222CA1/Executive Committee Meeting
DATE:	November 2, 2021
SUBJECT:	City of Fort Lauderdale FY2022 School Readiness Match Funding Agreement
TIES TO PILLAR	Pillar Two – Provide Quality Early Care Opportunities
FOR ACTION:	Yes
RECOMMENDED ACTION:	Recommend the Chair to Execute the City of Fort Lauderdale FY2022 School Readiness
	Match Funding Agreement as Approved by the City of Fort Lauderdale Commission on
	October 21, 2021
FINANCIAL IMPACT:	\$50,000
ELC STAFF LEAD	C. Klima

Background

Under a specific appropriation in the Florida fiscal year 2021-2022 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. Broward was awarded approximately \$5.3 million from this pool based on commitments from more than County and Municipal funding sources.

The City of Fort Lauderdale has historically been one of ELC's largest and most reliable municipal match funders each year.

Current Status

On October 21, 2022 The City of Fort Lauderdale Commission awarded ELC Broward a \$50,000 contract for continued match funding, increasing the amount by more than 20% over the prior year. While the City did not provide staff with a copy of the draft agreement for legal review prior to the October 21, 2022 Commission meeting, staff requested that legal counsel review the draft so that the members could make the business decision to accept the agreement as presented. The comments are attached, along with a copy of the actual contract award that was already approved by the Commission.

The City of Fort Lauderdale has been a generous match funder to the School Readiness program for decades and the contract is considered to be low risk. City staff have advised ELC staff that requesting post-award changes to the agreement could jeopardize the award itself, since the Commission approval process would have to re-start from scratch.

Recommend Action:

Staff recommend that the Committee recommend the Chair to execute the City of Fort Lauderdale FY2022 School Readiness Match Funding Agreement as Approved by the City of Fort Lauderdale Commission on October 21, 2021 without requesting post-award changes.

Supporting Documentation:

- Agreement Approved by City of Fort Lauderdale Commission October 21, 2021
- Legal Counsel Comments to the Agreement
- Contract Fact Sheet

CITY OF FORT LAUDERDALE FY 2022 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT

THIS CITY OF FORT LAUDERDALE FY 2022 NOT FOR PROFIT GRANT PARTICIPATION AGREEMENT, ("Agreement"), made and entered into this 21st day of October, 2021, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and Early Learning Coalition Of Broward County, Inc., a Florida not for profit corporation, ("Participant" or "Organization" or "Contractor"), whose principal place of business is 1475 West Cypress Creek Road, Suite 301, Fort Lauderdale, Florida, 33309.

WHEREAS, Early Learning Coalition of Broward County, Inc., has implemented comprehensive programs to meet the complex needs of children and families in the City of Fort Lauderdale, Florida, such as school readiness, childcare executive partnership, voluntary pre-kindergarten, and financially assisted childcare; and

WHEREAS, the City's contribution of funds to the Participant will provide subsidized childcare for approximately 2,500 children of low-income families in the City of Fort Lauderdale, Florida, and thereby serve a legitimate public and municipal purpose;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Participant hereby agree as follows:

I. SCOPE OF SERVICES

A. Activities

The Participant shall use funds provided by the City pursuant to this Agreement to provide subsidized childcare for approximately 2,500 children of low-income families in the City of Fort Lauderdale, Florida, who are income-eligible and otherwise eligible for the School Readiness Program, including reasonable expenses for the School Readiness Child Care Match program to help parents and guardians who are working and/or attending school to access affordable childcare at a quality, licensed facility of their choice. The subsidized childcare services will prepare young children for kindergarten, provide parent engagement coaching, mental health, and inclusion services for children with special needs. Grant funds will subsidize 100% of childcare services for children of income-eligible and otherwise eligible City of Fort Lauderdale residents, with no administrative or other costs charged.

B. Funds Distribution

The funds will be distributed on an annual reimbursement basis following the City's receipt of receipts and invoices detailing the activities set forth in Section 1.A. of this Agreement. The funding will be used as a local match for the federal Child Care & Development Block Grant. These match funds will leverage federal and state funds to provide childcare assistance for the City of Fort Lauderdale's 2,500 children of eligible low-income families.

The Participant shall not use City grant funds for:

- Profit
- Alcoholic beverages
- Staff salaries
- Staff bonuses
- Lobbying services
- Legal services
- Land acquisition
- Membership fees
- Travel
- Costs due to negligence
- Debt
- Audit services
- Taxes

- Unemployment compensation
- FICA, Retirement, Life, and/or Medical Insurance
- Worker's Compensation Insurance
- Recreational activities
- Receptions
- Fundraising
- Gift certificates or monetary awards
- Administration
- Luxury items as determined by the City in the City's sole discretion
- Cable or satellite television
- Cellular telephones or services
- Any activity that would violate any applicable law, ordinance, or regulation

C. Audit

The City or the City's designee may audit the books, records, and accounts of the Participant that are related to this Agreement. The Participant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. The Participant shall preserve and make available, at reasonable times for examination and audit by the City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. The Participant shall comply with all requirements of the Florida public records law; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the Participant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the City's disallowance of funding and recovery of any payment upon such incomplete or incorrect entry.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall be October 1, 2021, through September 30, 2022. The Organization shall have incurred all expenditures of funds that are reimbursable pursuant to this Agreement on or after October 1, 2021, and before September 30, 2022. The effectiveness of this Agreement is subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds.

III. FINANCIAL REPORTING

Within ninety (90) days after the close of the Organization's fiscal year, the Organization shall submit to the City a financial statement and summary report, prepared in accordance with generally accepted accounting principles, accounting for the funds expended pursuant to this Agreement and reporting upon the manner in which they were expended. The financial statement

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and summary report shall be certified by a Certified Public Accountant. The financial statement and summary report shall be directed to the City as follows:

City Of Fort Lauderdale

Office of Management and Budget Budget/CIP and Grants Division 101 NE 3rd Avenue, Suite 1400 Fort Lauderdale, FL 33301

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City pursuant to this Agreement shall not exceed **\$50,000**.

V. <u>NOTICES</u>

Notices required by or otherwise related to this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

<u>City</u>

Christopher J. Lagerbloom City Manager City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301

Participant

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

VI. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Participant shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participant is an independent contractor.

B. Indemnification

Participant shall protect and defend, counsel being subject to the City's approval, and indemnify and hold harmless the City, and the City's officers, employees, and agents from and against any and all lawsuits, penalties, claims, damages, judgments, decrees, settlements, costs, charges, and other expenses or liabilities of every kind, sort, or

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description, including, but not limited to, any award of attorney fees and any award or costs at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from the Participant's acts or omissions in Participant's performance or nonperformance of its obligations or services under this Agreement. Without limiting the foregoing, any and all such claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, are included in the indemnity.

C. Amendments

No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith, except that the City may, in the City's sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines or policies, the availability of funds, or for other reasons.

D. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828- 5002, CITY CLERK'S OFFICE, 100 ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

- 1. Keep and maintain public records required by the City to perform the service.
- 2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

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requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. Default

Any of the following events shall constitute an "event of default" pursuant to this Agreement:

- The Participant fails to perform any covenant or term or condition of this Agreement; or any representation or warranty of the Participant herein or in any other grant documents executed concurrently herewith or made subsequent hereto, shall befound to be inaccurate, untrue or breached.
- 2. If the Participant files a voluntary petition in bankruptcy or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution or similar relief under any present or future federal bankruptcy law or any other present or future applicable federal, state or other local law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Participant for all or any part of the properties of Participant; or if within ten (10) days after commencement of any proceeding against the Participant, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief or similar relief under any present or future federal bankruptcy law or any other present or future federal, state or other local law, such proceeding shall not have been dismissed or stayed on appeal; or if, within ten (10) days after the appointment, without the consent or acquiescence of the Participant, of any trustee, receiver, or liquidator of the Participant, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten days after the expiration of any such stay, such appointment shall not have been vacated.
- 3. Participant's breach, violation, or failure to perform any of the obligations or any of the covenants or conditions set forth in this Agreement.
 - Upon the occurrence of any event of default, the City shall issue written notice in accordance with Article V and the Participant shall have thirty (30) days within which to cure such default. If Participant fails to cure the default within the thirty (30) days, the City may terminate this Agreement immediately.
- F. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.
- G. The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual

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orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

- 1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2021), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- 2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- 3. The City may terminate this Agreement if the Contractor fails to comply with Section 2- 187.
- 4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- 5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.
- H. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel.
- I. The Participant shall at all times conduct its affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.
- J. In no event will the Participant be compensated for any work which has not been described in this Agreement or in a separate amendment to this Agreement executed by the parties hereto.
- K. As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Participant, at the Participant's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Participant. The Participant shall provide the CITY a certificate of insurance evidencing such coverage. The Participant's insurance coverage shall be primary insurance for all

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applicable policies. The limits of coverage under each policy maintained by the Participant shall not be interpreted as limiting the Participant's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the CITY's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the CITY, and these coverages, limits, and endorsements may not be relied upon by the Participant for assessing the extent or determining appropriate types and limits of coverage to protect the Participant against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Participant under this Agreement.

The following insurance is required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The CITY and the CITY's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Participant. The coverage shall contain no special limitation on the scope of protection afforded to the CITY or the CITY's officers, employees, and volunteers.

Insurance Certificate Requirements

- a. The Participant shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Participant shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

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- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Participant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Participant shall provide the CITY with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The CITY shall be named as an Additional Insured on Commercial General Liability policy.
- g. The title of the Agreement or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows: City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301

The Participant has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the CITY as an Additional Insured shall be at the Participant's expense.

If the Participant's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Participant may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Participant's insurance coverage shall be primary insurance as applied to the CITY and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the CITY covering the CITY, the CITY's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Participant that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the CITY, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, the Participant

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must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of the Participant's insurance policies.

The Participant shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Participant's insurance company or companies and the CITY's Risk Management office as soon as practical.

It is the Participant's responsibility to ensure that any and all of the Participant's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Participant.

- L. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees.
- M. As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.
 - 1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
 - 2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.

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- 3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
- 4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
- 5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this section VI.M., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this section VI.M. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

VII. <u>SECTION HEADINGS AND SUBHEADINGS</u>

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VIII. WAIVER

The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this 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.

IX. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between City and Participant for the use of funds received pursuant to this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Participant with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. Neither this Agreement nor any interest in this Agreement may be assigned, transferred, or encumbered by the Participant without the prior written consent of the City. All representations and warranties made herein regarding the Participant's indemnification obligations and obligations to maintain and allow inspection of records shall survive the termination

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X. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

XI. TERMINATION FOR CONVENIENCE

The CITY has the unqualified and absolute right to terminate this Agreement at any time upon written notice by the CITY to the Participant, in which event, the Participant shall be paid its compensation for services performed up to the termination date. In the event that the Participant abandons this Agreement or causes it to be terminated, the Participant shall indemnify the CITY against any losses pertaining to such termination.

XII. ATTORNEY FEES

In the event that either party brings suit for enforcement of this Agreement, the Participant shall pay the City's attorney fees and costs.

XIII. LEGAL REPRESENTATION

It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

IN WITNESS WHEREOF, the City and the Participant execute this Agreement as follows:

ATTEST:	City of Fort Lauderdale
Jeffrey A. Modarelli, City Clerk	By: Dean J. Trantalis, Mayor
	By: Christopher J. Lagerbloom, ICMA-CM City Manager
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	Approved as to form:
	Assistant City Attorney
WITNESSES:	Early Learning Coalition of Broward County, Inc.
Print Name:	By: Laurie Sallarulo, Chairman
Print Name:	ATTEST:
(Corporate Seal)	
	Monica King, Secretary
STATE OF FLORIDA: COUNTY OF BROWARD:	
or □ online notarization, this day o	edged before me by means of □ physical presence of, 2021, by Laurie Sallarulo, as Broward County, Inc., a Florida not for profit
(SEAL)	Notary Public, State of Florida (Signature of Notary Public)
	(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally KnownOR Produced Identification Produced:	cation

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<u>Legal Counsel Comments on the Agreement Approved at the City of Fort Lauderdale</u> <u>Commission Meeting</u>

Section	Legal Counsel Comments
VI. B. Indemnification	The ELC is not subject to indemnification pursuant Section 1002.83(9) and Section 768.28(19) and seeks to eliminate such language under all of its contracts due to said exemption
VI. C. Amendments	Delete language regarding City of Fort Lauderdale's ability to amend contract unilaterally as this type of language does not usually benefit the ELC, can change the nature of the contract without the ELC's consent and could create issues under the Grant Agreement
VI. D. Public Records	 Adding specific reference to Florida Statutes Section 1002.72 and 1002.97 that cover confidentiality of client records as those records are an exception to Chapter 119
VI. D. Public Records #4	 Deleting language about transfer of public records to the city would add clarity since it is not clear that the ELC is not required to transfer such records to City. Preference would be to keep records.
	 ELC staff notes that there are no records to transfer. grant agreement requirement related to confidentiality.
VI. E. Default	Adding conditions defining City of Fort Lauderdale breach of contract in making their donation would benefit the ELC. No options for ELC if City breaches contract.
XI. Termination For Convenience	The ELC is not subject to indemnification under Section 1002.83(9) and seeks to eliminate such language under its contracts. In addition, ELC does not have the ability to terminate the contract, only City.
XII. Attorney Fees	 Expanding the responsibility to pay attorney fees to either party would benefit the ELC. If there is a dispute, ELC would have to pay the City's attorney's fees and costs even if the ELC prevailed in a dispute.

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 Fort Lauderdale

FY 2022 Not for Profit Grant Participation Agreement

CONTRACT NUMBER: N/A

POINT OF CONTACT: Christopher J. Lagerbloom, City Manager

City Manager's Office

Budget/CIP and Grants Division 101 NE 3rd Avenue, Suite 1400 Fort Lauderdale, FL 33301

PROCUREMENT: Revenue Generating Contract

CONTRACT TYPE: Local Municipality Match Funding

BUDGET AMOUNT: \$50,000

METHOD OF

PAYMENT: Revenue generating contract for which the ELC is reimbursed for child care

expenses

PAYMENT

SCHEDULE: Funds will be distributed on a reimbursement basis, usually within 30 days of

execution.

TERM: October 1, 2021 through September 30, 2022

ANTICIPATED NUMBER OF

PARTICIPANTS: 3,500 children

SCOPE OF WORK: Funding will be used as a match to draw down federal funds for subsidized child

care services to children living in the City of Fort Lauderdale

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	EXC222CA2 / Executive		
DATE:	November 2, 2021		
SUBJECT:	Children's Forum INCENTIVE\$ Agreement FY 2022		
TIES TO PILLAR	Pillar Two – Provide Quality Early Care Opportunities		
FOR ACTION:	Yes		
RECOMMENDED ACTION:	Approve New Sub Recipient Agreement for Children's Forum INCENTIVE\$ for FY 2022		
	Pending Legal Review		
FINANCIAL IMPACT:	\$629,221 Total for FY22, including \$225,455 previously award for 6 month extension		
ELC STAFF LEAD	C. Klima		

Background

Early Childhood Educator INCENTIVE\$, formerly known as Child Care WAGE\$® in Florida, rewards early childhood educators with financial incentives based on their education and continuity of employment. By retaining the early childhood workforce, INCENTIVE\$ provides children with more stable teacher-child relationships and better-educated teachers. INCENTIVE\$ addresses individual professional development efforts and low wages, but does not affect budgets, regular wages or parent fees within the child care program.

In June 2021 the Board approved Children's Forum request to implement a new, higher stipend scale and a program eligibility change to encourage more Center Directors to participate along with their staff. The program rewards individual ECE educators for length of service and attainment of education goals with bi-annual wage supplements ranging from \$225 up to \$2,500. Children's Forum also assists participants to secure TEACH scholarships to help pay for qualifying, accredited coursework. Children's Forum is the sole licensee for the INCENTIVE\$ program in the state of Florida. The program has a proven track record for reducing child care employee turnover both in Florida and Nationwide.

Since all available contract renewals with this Sub Recipient were exhausted as of June 30, 2021 ELC extended the expiring contract by an additional six months (as allowed by the current DEL Grant Agreement) while staff worked with the Vendor and ELC's General Counsel to update the terms and conditions, the scope of work and the budget for FY2022. On September 13, 2021, the board authorized a \$178,312 increase in the annualized award amount for a total of \$629,221.

The new agreement will establish a new Sub-Recipient agreement for the period January 1, 2022 to June 30, 2022, with up to two addition one-year renewals permitted thereafter.

Current Status

ELC staff has worked with staff from the Children's Forum, and ELC General Counsel to update the terms and conditions of the sub-recipient agreement to include (but not limited to) the following:

- 1. Revisions to the core agreement terms and conditions to reflect changes in the Division of Early Learning Grant Agreement.
- 2. An updated scope of work including:
 - The new scale for awarding salary supplements with expanded eligibility (See attached comparison with the prior scale).
 - New requirements for supplement disbursement schedule notification.
 - Expanded data collection to improve outcome and impact analysis.
 - Waitlist prevention parameters.

Recommendation:

Staff recommend that the Committee approve the new FY22 Sub-Recipient agreement with the Children's Forum for the INCENTIVE\$ program pending legal review.

Supporting Documentation

- Contract Fact Sheet
- Updated Salary Supplement Scale Compared with Prior Year.
- INCENTIVES Flyer

INCENTIVE\$ SCALE side by side

Career Pathway	Valid Period	Old Level	New Level	Education and/or Credentials	New Annual Incentive	Prior Annual
Designation						Incentive
ECE III		8	8	 Bachelor Degree or higher in ECE Bachelor Degree or higher with 36 credit hours in ECE 	\$5,000	\$3,000
		8	7	Bachelor Degree or higher with 24 credit hours in ECE	\$3,500	\$3,000
ECE II		7	6	 Associate Degree in ECE Associate Degree or higher with 21 credit hours in ECE 	\$2,250	\$2,250
		6	5	 Bachelor Degree or higher with 12 credit hours in ECE Associate Degree with 18 credit hours in ECE 90 credit hours toward a Bachelor Degree with 15 credit hours in ECE 	\$1,600	\$1,500
	2 years*	5	4	 Bachelor Degree or higher Associate Degree with 12 credit hours in ECE 45 credit hours with 15 credit hours in ECE 	\$1,200	\$1,125
	2 years*	4	3	 Associate Degree 70 credit hours of well-rounded coursework 36 credit hours with 12 credit hours in ECE 36 credit hours plus a National CDA or Florida Staff Credential 	\$850	\$750
	2 years*	3	2	• 24 credit hours with 12 credit hours in ECE	\$650	\$600
ECE I	2 years*	2	1	 12 credit hours in ECE or CD National CDA or Florida Staff Credential 	\$450	\$450
		1		This level was collapsed with # 2 since the staff credential articulates to the same amount of credit as a national CDA		\$200
Foundation	One time			Registry recognition – foundation level bonus	\$100	

^{*} Funding for levels 1 through 4 have a continuing education requirement. Center-based educators awarded at levels 1 through 4 must complete at least three ECE college credit hours within two years to retain eligibility. Family child care educators must complete the course requirement within three years for continued funding.

Florida Early Learning and Afterschool Career Pathway

Certificates, Credentials, and Degrees

Specialized Education & Training

Specializations are reflected on the educator's registry record and can be added to any of the designations (ECE, ASE, I, II, III).

Articulating credentials to college credits is subject to institutional review but may occur at any level along the pathway.

ECE I/ASE I

(formerly Tier 2)

Attain Florida Staff Credential by completing one of the following:

National Early Childhood Credential (includes National Child Development Associate – CDA)

Formal Educational Qualification

Birth through Five Child Care Credential (FCCPC, ECPC or CACC)

School-Age Child Care Credential (FCCPC or SAPC)

ECE II/ASE II

(formerly Tier 4)

Achieve:

Associate degree or higher in field* or

Associate degree or higher with at least 21 Early Childhood Education/Child Development, Early Education or Youth Development credits from US Department of Education accredited institutions.

ECE III/ASE III

(formerly Tier 5)

Achieve:

Bachelor's degree or higher in field*

Bachelor's degree or higher with at least 36 Early Childhood Education/ Child Development, Family and Child Sciences, Elementary Education or Youth Development credits from US Department of Education accredited institutions.

*Degrees/coursework in areas outlined for DCF Florida Staff Credential will be considered in field.

Designations

Foundation

(formerly Tier 1)

Complete one of these:

Child Care Facility

(DCF Part I and II) courses and 5 clock hours of approved Early Literacy and Language Development or Emergent Literacy for VPK Instructors

Family Child Care Homes

(DCF Family Child Care Home Training and 5 clock hours of approved Early Literacy and Language Development or Emergent Literacy for VPK Instructors)

School-Age

(DCF Part I and II courses)

Introductory Child Care Training

(OEL Approved)

CORE TRAINING REQUIREMENTS

Required to Earn Registry Designations

- Florida Early Learning and Developmental Standards approved training
- Florida Core Competencies for Early Childhood Educators approved training
- Trauma Informed Care for Child Care Professionals (TICC) Training

ECE = Early Childhood Educator
ASE = Afterschool Educator

INCENTIVE\$ SCALE

Career Pathway Designation	Valid Period	Level	Education and/or Credentials	Annual Incentive
ECE III		8	 Bachelor Degree in ECE Bachelor Degree or higher with 36 credit hours in ECE 	\$5,000
		7	Bachelor Degree or higher with 24 credit hours in ECE	\$3,500
ECE II		6	 Associate Degree in ECE Associate Degree or higher with 21 credit hours in ECE 	\$2,250
		5	 Bachelor Degree or higher with 12 credit hours in ECE Associate Degree with 18 credit hours in ECE 90 credit hours toward a Bachelor Degree with 15 credit hours in ECE 	\$1,600
	2 years*	4	 Bachelor Degree or higher Associate Degree with 12 credit hours in ECE 45 credit hours with 15 credit hours in ECE 	\$1,200
	2 years*	3	 Associate Degree 70 credit hours of well-rounded coursework 36 credit hours with 12 credit hours in ECE 36 credit hours plus a National CDA or Florida Staff Credential 	\$850
	2 years*	2	24 credit hours with 12 credit hours in ECE	\$650
ECE I	2 years*	1	12 credit hours in ECE or CDNational CDA or Florida Staff Credential	\$450

^{*} Funding for levels 1 through 4 have a continuing education requirement. Center-based educators awarded at levels 1 through 4 must complete at least three ECE college credit hours within two years to retain eligibility. Family child care educators must complete the course requirement within three years for continued funding.

Notes: ECE credit hours are earned through coursework focused on Birth-5 year olds, typically Early Childhood Education or Child Development.

Early Childhood Educator INCENTIVE\$ Florida, an affiliate of Child Care WAGE\$, is licensed by Child Care Services Association of Chapel Hill, NC. The Children's Forum is the program administrator of INCENTIVE\$ under a contract with early learning coalitions, children's services councils, and private contributors.















CHILDREN'S FORUM - CONTRACT FACT SHEET

CONTRACT NAME: Children's Forum, Inc.

CONTRACT NUMBER: Pending

POINT OF CONTACT: Lori Stegmeyer

Program Director

1211 Governors Square Blvd., Suite 200

Tallahassee, FL 32301

Istegmeyer@thechildrensforum.com

PROCUREMENT: Single Source

CONTRACT TYPE: Sub Recipient

BUDGET AMOUNT:

\$629,221, including the current - month extension

PARTICIPANT ELIGIBILITY:

Child Care Professionals who work for licensed providers of early care and education who have an executed contract with ELC for School Readiness (SR) services and/or Voluntary Prekindergarten (VPK) services are eligible for Child Care INCENTIVE\$ services. Priority given to Broward County teachers who are willing to participate and:

- Have been continuously employed at the same child care program for a minimum of six months; and
- Work at least 20 hours per week with children ages 0-5 (supplements will be prorated based on a 40-hour work week); and
- Have a formal child care credential and/or some education beyond a high school diploma;
 and
- Earn less than \$17.50 per hour as a child care professional.

SCOPE OF WORK:

Conduct outreach, eligibility verification, technical assistance and administration for funds provided by ELC to supplement the salaries of qualified child care providers in Broward County. The *Child Care INCENTIVE\$*° Project ("Program") is designed to improve child care quality by reducing turnover and encouraging the continued education of child care teachers. The Program provides education-based salary supplements to low-paid child care teachers working with children between the ages of 0-5.

DELIVERABLES:

Provide written management reports: quarterly, end-of-fiscal year, and a historical cumulative report showing the number of staff in each professional development level, the number who progressed to a higher level from the previous year, the dates, locations, methods and results of outreach, and comparative data from TEACH on scholarships accessed by INCENTIVE\$ participants Quarterly reports shall include an itemized list of all recipients, date of disbursement and disbursement amounts made against the contract funds.

PERFORMANCE MEASURE:

The turnover rate of Broward County teachers participating in the Child Care INCENTIVE\$® project will be at least 10% lower than the average turnover rate of all states reported in the National Annual Child Care INCENTIVE\$® report produced by Child Care Services Association of North Carolina. The INCENTIVE\$® program is promoted and made available to 100% of Broward Child

Care Providers that have a School Readiness Contract. INCENTIVE\$® representatives will conduct onsite outreach at least two ELC events for providers such as ELC's PLAN meeting or the Broward Early Care and Education Conference.



ITEM/MEETING	B222RB1 / Executive
DATE:	November 2, 2021
SUBJECT:	Agreement with Nova Southeastern University to Register Early Care
	Educators for Online Trainings Required by the State
FOR ACTION:	Yes
RECOMMENDED ACTION:	Approve Amendment #1 to Increase Amount of Agreement with Nova
	Southeastern University for Educator Registration Fees to \$175,000
	Pending Legal Review
FINANCIAL IMPACT:	\$175,000
ELC STAFF LEAD	C. Klima

Background:

On September 13, 2021 the Board approved a budget allocation of \$175,000 for ELC to pay the cost of registration fees for mandatory training and competency exams on behalf of newly hired early care educators in Broward County to help build and sustain the Broward County child care workforce. Nova Southeastern University (NSU) holds the sole contract with the Department of Children and Families to offer these mandatory courses in Broward County and staff negotiated an Agreement to start paying the fees of new registrants for online courses as soon as possible.

Current Status:

In order to expedite the implementation of the benefit to educators, the initial agreement amount was capped at \$34,500 in order to stay within the CEO's contract signature authority. This step was taken with the intent to amend the agreement up to the approved budget amount of \$175,000 at the November 15, 2021 Board meeting.

Under the terms of the agreement, ELC sends weekly lists of new registrants to NSU. NSU registers the students for classes and/or exams as appropriate and sends an invoice to ELC with the registration confirmations. If students do not complete the coursework they were registered for, ELC excludes them from future registrations.

Course registrations are for up to 4 courses/exams at once, at a cost of \$10 per course/exam.

Recommended Action:

Approve Amendment #1 to Increase Amount of Agreement with Nova Southeastern University for Educator Registration Fees to \$175,000 in Alignment with the Budget Approved September 13, 2021 (Pending Legal Review)

Supporting Documentation:

Contract Fact Sheet



NOVA SOUTHEASTERN UNIVERSITY - 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: Nova Southeastern University, Inc.

CONTRACT NUMBER: TBD

POINT OF CONTACT: Maria Maymi

Child Care Training Director

954-262-6905

Mm1384@nova.edu

PROCUREMENT: Single Source

CONTRACT TYPE: Vendor

BUDGET AMOUNT: \$175,000

METHOD OF

PAYMENT: Invoice

PAYMENT

SCHEDULE: Monthly

TERM: TBD-June 30, 2022

PARTICIPANT

ELIGIBILITY: Newly hired Child Care Professionals in Broward County who need to take the state-mandated

training and competency exams.

SCOPE OF WORK: NSU will register students for state-mandated online trainings and/or exams. NSU will invoice ELC

for registration fees. Any student who does not completed the trainings they were registered for,

will be excluded from future registrations.

RESPONSIBILITIES OF THE PARTIES:

The COALITION shall:

- prepare and submit a weekly roster of participants attending the DCF trainings to the Vendor with the following required information: (i) name; (ii) email address; (iii) contact phone number; and (iv) DCF student ID for the students after the commencement of this Agreement.
- pay the Vendor the registration fees on behalf of each participant attending the DCF trainings.

The VENDOR shall:

- register all the participants attending the DCF trainings on the weekly roster for the online version of Part I; Part II or for Part III as appropriate and as described in **Section 3** of **Exhibit A** of the Training Registration Agreement.
- monitor the completion and incompletion status of all registered participants.
- submit a list of all registered students who did not attend competency exams along with their monthly invoice.



ITEM/MEETING	B222RB2 / Executive
DATE:	November 2, 2021
SUBJECT:	Legal Services Five Year Contract Expiration March 31, 2022
TIES TO PILLAR	Strengthen and Develop the ELC staff and Organization
FOR ACTION:	Yes
RECOMMENDED ACTIONS:	Recommend One of Three Options for Legal Services to Be Implemented April 1, 2022
AS RECOMMENDED BY	N/A
FINANCIAL IMPACT:	None
ELC STAFF LEAD	C. Klima

Background/History

The Law Offices of Jacob C. Jackson, P.A. was selected for a five-year agreement cycle with ELC for Legal Services starting in 2012 following a competitive procurement conducted by the ELC Board in 2011. In March 2017 staff re-negotiated and the Board approved a new five-year agreement cycle that began on March 9, 2017 and will expire on March 31, 2022. Since State and Federal regulations limit multi-year contract commitments to a five fiscal- year maximum (and each annual renewal is subject to availability of funds and other required terms or conditions), ELC has no remaining renewal options on the current agreement. ELC conducts competitive procurements for all services above \$35,000 per year both because they are required by law and also as a best practice, but competitive procurement is not required for legal services.

On February 12, 2020 the Board directed staff to bring all available vendor selection process options to the Board for consideration prior to the expiration date of current five-year agreement cycle. Those options are listed below.

It is important to note that this request for Committee Member discussion and guidance is about the <u>process methodology</u> for vendor selection only, and is not intended to be a discussion about the merits of any individual vendor, including our current one. The ELC Board has exercised its authority to change <u>process methodologies</u> from time to time in the past and staff are merely confirming the Board's preference about which to use at this juncture.

After staff receive direction from the Board about methodology, the Vendor selection and/or negotiation process will begin later and separately. At that time, the rates and merits of any individual vendor, including the current vendor, may be discussed. The process will culminate in a draft contract that will be brought to the Board for approval. This sequence helps to preserve the structure, integrity and fairness of all the *process methodology* options until the Board preferences are known.

Therefore, to keep the discussion focused on the <u>process methodology</u> alone, staff have not provided information on the rates and merits of the current vendor for this discussion. That information, which has been requested by a member of this Committee, will be shared after the chosen option is actually implemented.

Current Status

As the expiration of the current five-year cycle approaches, the members have three options available to ensure continuity of legal services for the Coalition:

Option 1: Renegotiate a new five-year contract cycle with the existing vendor prior to the March 31, 2022 expiration:

- Allows ELC to continue services with existing vendor already familiar with ELC
- Rate and/or service changes are possible, but will not be competitively procured

Option 2: Conduct a competitive procurement for Legal Services prior to March 31, 2022 as a best practice:

- Allows ELC to consider other rates or services available in the marketplace, or choose the current vendor
- May require a new vendor to become familiar with the ELC

Option 3: Extend the current Agreement with the existing vendor one time, for up to six months

• Allows more time for implementing either option 1 or 2

Recommended Action:

Staff recommend that the members select either option 1 or option 2 so that staff may develop a timeline and action plan for implementation before the current agreement expires on March 31, 2022.

Supporting Documentation

None



ITEM/MEETING	B222RB3 / Executive
DATE:	November 2, 2021
SUBJECT:	CEO Goals FY 21/22
FOR ACTION:	Yes
RECOMMENDED ACTION:	Approve CEO Goals for FY 21/22
FINANCIAL IMPACT:	No
ELC STAFF LEAD	R Jaffe

Background:

Over the past few fiscal years, per Board directive, the CEO goals were to come directly from the objectives and outcomes included in the Strategic Plan. The new interim one-year Strategic Plan for FY 21-22 was approved at the May 10, 2021 Board meeting and was utilized to develop the proposed DRAFT CEO Goals for FY 21-22 presented at the August 31st Executive Committee meeting.

During the meeting, a proposal was made and approved to add an additional CEO Goal (or two) that is focused more on the CEO rather than the organization and based on feedback from the CEO's Performance Evaluation. The committee requested the additional personal CEO goal(s) be included for the November 2nd Executive Committee.

Current Status:

In an effort to present suggested personal CEO goals to the committee, the Board Chair and CEO met to discuss personal CEO goal options. Additionally, feedback was elicited by the CEO from other Executive committee members and FY 20/21 CEO Performance Evaluation results were reviewed for growth opportunities.

Executive member feedback revealed the majority of committee members did not feel the need for personal CEO goals.

Board member feedback from the FY 20/21 CEO Performance Evaluation considered (where more than one board member commented) included:

- Strategic Planning (2 comments) more innovative long term vision
- Relationships (2 comments) stronger relationship with the business community
- Relationships (2 comments) increased visibility
- Communications (2 comments) clearer verbal communication

Based on all of the above information, the 4 personal CEO goal options below are being presented for discussion and consideration (in addition to the CEO Goals from the Strategic Plan presented at the August 31st Executive committee meeting):

- Inspire the board, staff and community
- Empower ELC Executive Team to enable the CEO to focus on the vision of the organization and continue to build relationships in the community
- Continue to expand and strengthen visibility, relationships, and partnerships within the community
- Begin to develop relationships and partnerships with the business community

Action:

Discuss the personal CEO Goals presented above; approve CEO goals for FY 21/22 (including any personal goals selected as well as CEO goals from the Strategic plan presented at the 8/31/21 Executive Committee meeting).

Supporting Documentation:

- CEO FY 21-22 Goals, presented August 31, 2021
- ELC FY 2021-2022 Strategic Plan with Goals Approved May 10, 2021



Strategic Plan FY 2021/2022

Vision

All children will have high quality early learning experiences leading to success in school and life.

Mission

Lead and support the early learning community to deliver high quality early learning e3xperiences to young children and their families

Guiding Principles

- All children develop at their own pace and learning different ways
- All children have the ability to reach their full potential regardless of economic means
- Early learning helps to build the foundation for future success
- Highly skilled educators create the best learning opportunities for ALL children
- Parents are the "Most important individuals to ensure child's success"
- Delivering outstanding customer service is vital to delivering our mission
- We are committed to hiring and developing great employees
- We are dedicated to addressing historical and structural racism and implicit bias
- We are committed to finding innovative and creative ways to help our families and providers

Pillar 1 Deliver Outstanding Eligibility, Enrollment and Payment Services

Goal 1A - Make our eligibility and enrollment/re-enrollment services as easy as possible for parents.

Outcomes:

- Parents who successfully complete the enrollment process will be at or above 65%
- Parents who successfully complete the re-enrollment process will be at or above 75%
- Parent who respond as satisfied with the ease of eligibility/redetermination process will be at or above 80%

Goal 1B - Make our contracting and payment process as easy as possible for providers

Outcomes:

At least 80% of providers who respond will report being satisfied with ELC instructions/responsiveness.

Pillar 2 Provide and Promote Quality Early Care Opportunities

Goal 2A - Empower parents to understand and participate in the developmental progress of their children.

Outcomes:

• 80% of parents who respond report tools/activities ELC provided helped them to engage with their child and/or better understand their child's development.

Goal 2B - Support ECE providers with tools, skills, and resources necessary to provide quality early learning experiences for all children

Outcomes:

- 80% of Providers who respond report ELC provided the tools, skills and resources necessary to provide quality early learning experiences.
- 80% of Providers who respond report tools ELC provided helped them to engage with children and/or better understand children's development.

Pillar 3 Raise the visibility of the ELC as the thought leader for/of the Early Care and Education System

Goal 3 - Increase our influence to improve the early education system

Outcomes:

• ELC will complete 100% of the Annual Outreach/Communication plan and complete at least 70% of tasks/activities in the plan

Pillar 4 Strengthen and Develop the ELC's Capacity

Goal 4 - Provide education, tools, and support for the staff and Board to achieve organizational excellence **Outcomes:**

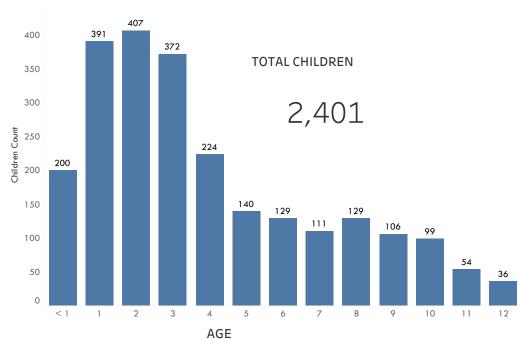
- At least 80% of Staff respond they are satisfied.
- At least 80% of Board members who respond report satisfaction with the number and quality of Board engagement activities, educational opportunities and informational materials.

FY 21/22 ELC Broward CEO Goals

Pillar	Goal	Outcome
Deliver Outstanding Eligibility, Enrollment and Payment Services	Make our eligibility and enrollment/re-enrollment services as easy as possible for parents.	Parents who successfully complete the enrollment process will be at or above 65% and 75% for the reenrollment process.
Provide and Promote Quality Early Care Opportunities	2A. Empower parents to understand and participate in the developmental progress of their children.	80% of parents who respond report tools/activities ELC provided helped them to engage with their child and/or better understand their child's development.
	2B. Support ECE providers with tools, skills, and resources necessary to provide quality early learning experiences for all children	80% of Providers who respond report tools ELC provided helped them to engage with children and/or better understand children's development.
Raise the visibility of the ELC as the thought leader for/of the Early Care and Education System	Increase our influence to improve the early education system	ELC will complete 70% of tasks/activities in the Annual Outreach/Communication & Advocacy Plan.
4 Strengthen and Develop the ELC's Capacity	Provide education, tools, and support for the staff and Board to achieve organizational excellence	At least 80% of Staff respond they are satisfied.
		At least 80% of Board members who respond report satisfaction with the number and quality of Board engagement activities, educational opportunities and informational materials.







Prior Month	Childre	+/-	Count	%
Aug 2020	3,408	-401	1	-12%
Sep 2020	2,648	-760	1	-29%
Oct 2020	2,801	153	1	5%
Nov 2020	2,678	-123	1	-5%
Dec 2020	2,476	-202	1	-8%
Jan 2021	2,082	-394	1	-19%
Feb 2021	1,670	-412	1	-25%
Mar 2021	2,053	383	1	19%
Apr 2021	2,345	292	1	12%
May 2021	2,211	-134	1	-6%
Jun 2021	2,084	-127	1	-6%
Jul 2021	2,988	904	1	30%
Aug 2021	3,131	143	1	5%
Sep 2021	3,076	-55	1	-2%
Oct 2021	2,401	-675	1	-28%



ELC Broward Contract 2021-2022 List

Funder or Vendor Name	Amount	Purpose	Туре	Term	Status
Division of Early Learning	\$114,352,557	School Readiness, VPK & PDG	Revenue	7/1/21-6/30/22	Active
Broward County	\$2,342,795	SR Match & Special Needs	Revenue	10/1/21-9/30/22	Active
Children's Services Council	\$4,592,850	Financially Assisted Child Care	Revenue	10/1/21-9/30/22	Active
Children's Services Council	\$4,017,850	Vulnerable Populations	Revenue	10/1/20-12/30/21	Active
City of Fort Lauderdale	\$50,000	SR Match Funds	Revenue	10/1/21-9/30/22	Active
City of Pompano Beach	\$21,500	SR Match Funds	Revenue	10/1/21-9/30/22	Active
United Way	\$130,000	SR Match Funds	Revenue	7/1/21-6/30/22	Active
Children's Forum, Inc.	\$225,450	INCENTIVE\$® Program	Sub-recipient	7/1/21-12/31/21	Extended
First Call for Help/211	\$461,092	Community Referral Services	Sub-recipient	7/1/21-6/30/22	Active
Abila	\$6,200.10	MIP Accounting Software	Vendor	6/20/21-6/19/22	Active
Allison Golden	\$10,000	Mental Health Support Training	Vendor	10/1/21-12/31/21	Active
Accessible Comm for the		g	7 0.11 40 1		7.00.70
Deaf	\$1,300	Interpretation Services	Vendor	8/13/18 Ongoing	Active
AT&T	\$50,000	Cell Phones and Hot Spots	Vendor	7/1/21-12/19/21	Active
Biometrics4All, INC.	\$840	Live Scan Software Support	Vendor	7/1/21-6/30/22	Active
BlueJean Software, Inc.	\$33,000	Hosting and Support Services	Vendor	7/1/21-6/30/22	Active
Business Leadership Institute	\$50,000	Business Development	Vendor	7/1/21-6/30/22	Active
	\$7,988	Website Hosting &			
Causetech DBA Achieve		Support/Maintenance	Vendor	7/1/21/-6/30/22	Active
CLASS Observers (6)	\$33,500ea	Independent CLASS Observers	Vendor	7/1/21-6/30/22	Active
Comcast	\$4,368	Internet	Vendor	7/1/21-6/30/22	Active
Compensation Resources	\$34,650	Competitive Market Study	Vendor	8/6/21-6/30/22	Active
Crown Center	\$416,078	Office Lease (est. annual cost)	Lease	2/1/19-1/31/29	Active
FL Dept of Law Enforcement	\$1,863	LiveScan Service (annual cost)	Vendor	10/29/18-Ongoing	Active
Hillspoint Resources (1st Day)	4	Mental Health Support Training	Vendor	10/23/21-12/31/21	Active
Intermedia.net, Inc.	\$21,540	Office 365	Vendor	7/12/21-7/12/22	Active
Jacob Jackson	\$90,000	Legal Services	Vendor	4/1/21-3/31/22	Active
Keefe McCullough, LLP	\$42,500	External Audit Preparation	Vendor	7/1/21-6/30/22	Active
LeBoffe & Associates LLC	\$8,000	Senior Team Retreat/Follow up	Vendor	7/1/21-12/31/21	Active
One Beat	\$7,200	CPR/First Aid Training for Providers	Vendor	9/1/21-12/31/21	Active
Piccolo Picasso LLC	\$25,000	Online Learning Platform	Vendor	7/1/21-6/30/22	Active
Racial Equity Institute	\$60,000	Racial Equity Training	Vendor	10/1/21-6/30/22	Active
Nacial Equity Histitute		Voice Over Internet Phone	vendoi	10/1/21-0/30/22	Active
Revation Systems, Inc.	\$18,000	Services	Vendor	9/15/21-9/30/24	Active
School Board Broward	410.010.001				
County	\$10,210.60/yr	Gulfstream Early Learning Ctr	Lease	9/5/19-9/5/22	Active
Sharp (State Term Contract)	\$14,353.12	Copier and Printer Rental	Vendor	11/1/20-9/1/25	Active
Teaching Strategies Gold	\$19,425	Child Assessment Software	Vendor	7/1/21-6/30/22	Active
The Journey Institute	\$25,500	Mental Health Support Training	Vendor	8/4/21-12/18/21	Active
Trusaic	\$6,500	Monthly Fee for up to 500 W2's	Vendor	6/1/21-6/30/22	Active
Webauthor	\$65,000	CRM Software	Vendor	7/1/21-6/30/22	Active
Brown & Brown	\$0	Information Sharing Agreement	MOU	8/1/20-7/31/26	Active
Broward County	\$0	Crisis Intervention & Support	MOU	11/18/20-11/17/25	Active
Child Abuse Prevention -	\$0				
CAPTA	70	Interagency Referrals	MOU	9/1/21-8/31/26	Active
School Board Broward	\$0	Community David	N 4011	TDD 6/4/2045	Develo
County Seventeenth Circuit Court	\$0	Community Partnership	MOU	TBD-6/1/2045	Pending
University of Florida	\$0 \$0	Cooperation Agreement Data Use Agreement	MOU MOU	6/23/20-Ongoing 1/1/19-Ongoing	Active Active
Women in Distress	\$0 \$0	Community Partnership	MOU	10/1/21-9/30/22	Pending
VVOITIETI III DISU ESS	٥٦	community Furthership	IVIOU	10/1/21-3/30/22	i chung



November 2021 Training Calendar (ELC Staff and External Trainers)

<u>Date</u>	<u>Time</u>	<u>Trainer</u>	Training	<u>Location</u>
Wednesday 11/3/2021	6pm – 7:30pm	Dr. Harleen Hutchinson, IMH-E	Trauma Informed Reflective Practice with Teams Session A	Webinar
Thursday 11/4/2021	6:30pm – 8:00pm	Dr. Harleen Hutchinson, IMH-E	Trauma Informed Reflective Practice with Teams Session B	Webinar
Saturday 11/6/2021	9am – 3:30pm	First Day Learning	Bootcamp de comportamiento, día dos (Behavior Bootcamp Day Two)	ELC
Tuesday 11/9/2021	7pm – 9pm	Dr. Allison Golden, Psy.D.	Trying, Timing and Thriving in Children's Development – Part 1	Webinar
Tuesday 11/9/2021	6:30pm – 8:00pm	Agnieszka Boddie & Aida Brar, Q&E Coaches, ELC	Get CLASSy with Toddlers	ELC
Wednesday 11/10/2021	6pm – 7:30pm	Dr. Harleen Hutchinson, IMH-E	Trauma Informed Reflective Practice with Teams Session A	Webinar
Thursday 11/11/2021	6:30pm – 8:00pm	Dr. Harleen Hutchinson, IMH-E	Trauma Informed Reflective Practice with Teams Session B	Webinar
Saturday 11/13/2021	9am – 3:30pm	First Day Learning	Behavior Bootcamp Day One	ELC
Monday 11/15/2021	7pm – 9pm	Dr. Allison Golden, Psy.D.	Trying, Timing and Thriving in Children's Development – Part 2	Webinar



November 2021 Training Calendar (ELC Staff and External Trainers)

<u>Date</u>	Time	<u>Trainer</u>	Training	<u>Location</u>
Tuesday 11/16/2021	7pm – 8:30pm	Ana Avalos-Atkinson, Q&E Coaches, ELC	Extender el pensamiento de los niños: calidad de la retroalimentación (Stretching Children's Thinking: Quality of Feedback)	Webinar
Monday 11/18/2021	7pm – 9pm	Dr. Allison Golden, Psy.D. Trying, Timing and Thriving in Children's Development – Part 3		Webinar
Saturday 11/20/2021	9am – 3:30pm	First Day Learning	Behavior Bootcamp Day Two	ELC
Saturday 11/20/2021	9:30am – 12:30pm	Dr. Allison Golden, Psy.D.	The A's of Addressing Behavior	Webinar
Saturday 11/20/2021	11:30am – 2:30pm	Dr. Harleen Hutchinson, IMH-E	Understanding Social Emotional Regulation in Young Children	Webinar
Tuesday 11/30/2021	7pm – 8:30pm	Debra Cruz & Stephanie Templin, Q&E Coaches, ELC	Focusing Children's Attention: Instructional Learning Formats in Pre-K	Webinar

All trainings appear on the ELC website on the calendar.

https://www.elcbroward.org/events

To All Legislative Members: This request is pending approval by the Executive Office of the Governor and is now in Legislative Consultation. It will be implemented at the end of the consultation period on 10/28/2021 if no formal objection is filed, pursuant to Chapter 216.177 F.S.

Budget Amendment Request #: B0165

Requested by: Office of Early Learning

Problem Statement:

The Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) was enacted in December 2020 and the Division of Early Learning (DEL, formerly OEL) received budget authority for the CRRSA grant award, pending budget amendments, in the FY 2021-22 General Appropriations Act in the amount of \$348,285,903. The Coronavirus Response and Relief Supplemental Appropriations Act states the funds are to be used for:

- Costs of providing relief from copayments and tuition payments for families and for paying that portion of the child care provider's cost ordinarily paid through family copayments;
- Continued payments and assistance to child care providers in the case of decreased enrollment or closures, and to assure the providers are able to remain open or reopen;
- Supporting the stability of the child care sector to help providers afford increased operating expenses and widely publicize availability of funds;
- Delinking provider reimbursement rates from an eligible child's absence and a provider's closure due to COVID-19;
- Providing child care assistance to health care sector employees, emergency responders, sanitation workers, farmworkers, and other workers deemed essential during the response to the coronavirus, without regard to the income eligibility requirements;
- Technical assistance to help child care providers implement practices in line with guidance from State and local health departments and the Centers for Disease Control and Prevention (CDC) regarding the safe provision of child care services, and;
- Any other allowable CCDF uses.

The FY 2021-22 General Appropriations Act at Specific Appropriations 80A appropriated \$348,285,903 of the CCDF/CRRSA funds with the following proviso language:

"The Office of Early Learning is authorized to submit a budget amendment(s) requesting the release of funds, pursuant to the provisions of chapter 216, Florida Statutes. Release of funds for each budget amendment shall be contingent upon submission of a detailed plan, developed in collaboration with the early learning coalitions, child care providers, the Florida Children's Council that represents local match funders, and Florida-based child care provider associations, that describes how the funds requested for release will be expended in compliance with the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act and enumerated in the federal Notice of Award number 2101FLCCC5 dated February 1, 2021."

The CRRSA Collaborative Group was identified and met June 23rd, July 15th, and August 9th. At the June 23rd meeting, an overview of the initial priorities was presented and

supported. The Early Learning CCDF/CRRSA Spend Plan as of October 7, 2021 accompanying this budget amendment provides additional information related to this proposal.

The following are four proposed initiatives to be funded through this request:

1. <u>Phase VI Provider Grants: Additional Support Grants for Early Learning/Child Care</u> Providers

<u>Phase I – V: Prior Approved Budget Amendments</u>

The following grants to early learning/child care providers were implemented with CARES Act funds:

- Phase I Grants: Emergency Child Care Relief Grants \$52,838,342 (EOG Log Numbers B0635/B0106)
- Phase II Grants: High-Quality Early Learning Reopening Support Grants \$19,114,493 (EOG Log Numbers B0635, B0106)
- Phase III Grants: Reopening Support Grants for Early Lear ning/Child Care Providers \$16,886,271 (EOG Log #B0128)
- Phase IV Grants: Additional Support Grants to Early Learning/Child Care Providers \$19,797,000 (EOG Log #B0302)

The following grant to early learning/child care providers was implemented with CRRSA funds:

• Phase V Grants: Additional Support Grants to Early Learning/Child Care Providers - \$120,436,500 (EOG Log #B0659)

Phase VI Provider Grants Proposed Funding Request

The Division of Early Learning (DEL) is requesting budget authority from the CRRSA grant in the amount of \$275,171,649 to implement Phase VI grants to continue supports for all operational child care providers, whether contracted for School Readiness (SR)/Voluntary Prekindergarten Program (VPK) or not, to assist them with remaining open to provide essential early learning services throughout the state. The eligibility criteria proposed for Phase VI providers requires early learning/child care providers to be operational, as defined by the provider status listed on DCF's database, on September 1, 2021 and providing on-site early learning services or have specific plans for providing on-site services consistent with local ordinances or restrictions. Grant funds must be used for health and safety, operations/infrastructure, and staff recruitment and retention efforts. All providers must complete an expenditure plan narrative and budget for the use of the grant funds, and must provide assurances that they are utilizing the funds as requested.

The proposed funding is estimated to provide Phase VI grants for the following providers:

Private Providers (Contracted and Non-Contracted) - \$236,369,225

These incentives provide continued support to private providers that are operational and providing early learning services at the time of application. The funding level determined by the reported DCF capacity is estimated at \$236,369,225 for 10,059 providers.

Private Providers – Workforce Initiatives - \$18,504,800

This additional allocation for workforce initiatives will provide incentives such as \$250 - \$300 recruitment/on-boarding expenses and/or retention/upskilling, such as a \$500 retention bonus after 6 months' employment and completing the 45 hours of DCF training and a monthly teacher stipend that incentivizes retention and helps with increased hourly wages. The funding level determined by the reported DCF capacity ranges is estimated at \$18,504,800 for 10,059 providers and estimated to benefit 23,131 teachers.

Public and Charter SR/VPK Providers - \$20,297,624

These incentives provide reopening support to Public/Charter School SR and VPK providers that are operational and providing early learning services at the time of application. The funding level determined by total number of SR or VPK children paid during the 2020-21 fiscal year is estimated at \$20,297,624 for 1,668 Public/Charter School SR/VPK providers.

The Division of Early Learning (DEL) is requesting budget authority from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) fund from the Child Care and Development (CCDF) Trust Fund for the 2021-22 fiscal year in the amount of \$275,171,649, to be used to implement Phase VI grants to continue supports for all operational providers, whether contracted for SR/VPK or not, to assist them with remaining open to provide essential early learning services throughout the state.

2. 2021-22 VPK Classroom Closures

COVID-19 has negatively impacted VPK enrollment and many VPK providers have experienced reduced payments for delivering VPK services due to COVID-related closures of classrooms or centers. Rule 6M-8.204, FAC, limits payments for emergency closures to a combined total of five (5) days per class. COVID quarantines are typically at least for 10 days. The estimated monthly COVID-related impact to VPK providers is \$159,226 in reduced payments, based on a six-month average of statewide VPK class closures occurring from October 2020 to March 2021.

Methodology:

For each month, the active class enrollments on the closure dates were identified and multiplied by the county's hourly rate for an average 3-hour class. Then, the three months were totaled and divided by three to produce the monthly estimate and rounded up to the nearest dollar.

DEL anticipates calculating the VPK class closure cost per provider/class on a quarterly basis. The payment will be issued based on the:

- 1) Class closure reason reported by the provider as related to COVID-19;
- 2) Number of active class enrollments on the closure date(s);
- 3) County's hourly rate; and
- 4) Actual class hours on the closure date(s).

Additionally,

- These closure days would only be paid by CRRSA funds after the first five closure days for a classroom are paid with VPK funds per current rule.
- VPK providers must still make up the missed instructional hours per current rule.
- The student's VPK voucher is unaffected, as these payments are not counted against the student's voucher. They are funded via CRRSA funds to support providers during closures and payments to staff.
- VPK class closure cost payment will be issued outside of the EFS Mod system with a new OCA code on a monthly basis (after the coalition's payment period is closed for the affected time period).

CARES Act funds were used to compensate COVID-impacted VPK providers for income lost during the January through June 2021 time period (EOG log # B0617).

The Division of Early Learning (DEL) is requesting budget authority from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) fund from the Child Care and Development (CCDF) Trust Fund for the 2021-22 fiscal year in the amount of \$1,910,714, to be used to compensate COVID-impacted VPK providers for projected income lost during the July 2021 through June 2022 provider service periods.

3. Workforce Initiatives for Early Educators and Evaluation of Efforts

COVID-19 has negatively impacted provider enrollment and many providers have experienced a loss of staff due to COVID-related closures of classrooms or centers. Early Learning Coalitions and Redlands Christian Migrant Association (ELCs/RCMA) must strategically target efforts to support the needs of early educators and meet the needs in underserved communities, including communities where program assessment scores are lower and/or communities where child care access or staffing was disproportionately impacted by COVID-19.

The requested budget will provide thirty ELCs and RCMA the opportunity to build upon their current initiatives by applying for \$35,000,000 in funding to assist early learning providers with attracting and retaining more qualified professionals, particularly in underserved communities. Funds will be allocated to each ELC/RCMA based on its proportionate share of the distinct private and public provider counts and funding is to be expended in the following focus areas:

- **Recruit** new early educators and reward them with a financial incentive upon completion of targeted preparation,
- **Upskill** current early educators and reward professionals with a financial incentive for achieving specific, measurable career pathway goals, and/or

• **Retain** qualified professionals who have already achieved key career pathway goals and remain employed for a specific period of time by providing financial incentives at determined benchmarks.

For upskilling/rewarding achievement, ELCs/RCMA activities must be aligned with the Florida's Early Learning and Afterschool <u>Career Pathway</u> requirements with measurable professional development and incentives that are appropriately tied to specific achievements. ELCs/RCMA applicants will be required to conduct a local needs assessment, select the criteria used for identifying participants, describe strategies for recruitment, upskilling, and retention, provide baseline data points, and a draft budget.

The DEL will contract with a state university research center to complete an evaluation of the impact of both participating provider and coalition activities, estimated to cost \$1,275,000. The results of the evaluation will be used to inform a statewide strategic plan for the early learning workforce. To provide data for the evaluation, ELC/RCMA applicants will be required to provide a brief narrative and data points on the effectiveness of the program to include (at a minimum):

- 1. Total providers recruited,
- 2. Total professionals recruited,
- 3. Total professionals trained/awarded with bonuses,
- 4. Total professionals awarded stipends,
- 5. Total credentials, degrees obtained; documented progress toward credentials, degrees (e.g., number of credit hours completed toward AAs),
- 6. Narrative description of services delivered,
- 7. Observed and/or measured outcomes.
- 8. Impact on CLASS scores,
- 9. Fiscal expenditures, and
- 10. Retention rates among participating staff.

The Division of Early Learning (DEL) is requesting budget authority from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) fund from the Child Care and Development (CCDF) Trust Fund for the 2021-22 fiscal year in the amount of \$36,275,000, to be used for workforce initiatives for early educators and to contract with a state university to evaluate the impact of both participating provider and coalition activities.

4. Coalition Program Outreach, Awareness, and Family Supports

This initiative is intended to provide support to ELCs/RCMA with initiatives to:

- Raise awareness of importance of high-quality early learning programs/services, developmental screenings and available supports through community events, local advertisements, etc.
- Provide families and providers with monthly engagement materials, including books, to promote early literacy activities.

Outreach, awareness, and family support opportunities would begin in September 2021 and be provided through June 2022, with continued opportunities in July and August 2022.

The Division of Early Learning will identify opportunities for the ELCs/RCMA including:

- Calendars (e.g., age-specific annual calendars with activities/tips for families and providers: birth to 3 years, preschool, transition to kindergarten)
- Early Learning Materials (e.g., family engagement month materials, targeted campaign on the importance of regular developmental screening)
- **Provider & Family Supports** (e.g., books for providers for Celebrate Literacy Week, school supplies for providers)
- Local Events (e.g., local community events that promote early learning programs such as coordinated activities with statewide organizations to further enhance parent engagement)
- Advertisements (e.g., commercials/radio announcements to promote early learning programs, targeted flyer mail-outs coupled with coupons for local businesses)

This proposed initiative could be delivered by one of the opportunities statewide or through a combination to ensure localized needs are met. This initiative is intended to provide funds to each ELCs/RCMA based on its proportionate share of the distinct private and public provider counts.

The Division of Early Learning (DEL) is requesting budget authority from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) fund from the Child Care and Development (CCDF) Trust Fund for the 2021-22 fiscal year in the amount of \$4,928,540, to be used for coalition program outreach, awareness, and family supports.

Total Budget Request

The total requested budget authority from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) fund from the Child Care and Development (CCDF) Trust Fund for the 2021-22 fiscal year is \$318,285,903, to be used for the following early learning initiatives: Phase VI Provider Grants, VPK Classroom Closures, Workforce Initiatives for Early Educators, and Coalition Outreach, Awareness, and Family Supports.

Agency Request:

The Division of Early Learning (DEL) requests the additional budget authority of \$318,285,903 from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) Child Care and Development (CCDF) Trust Fund balance for the 2021-22 fiscal year.



FY 21-22 – ELC of Broward County

2021-2022 Board/ Committee Meeting Calendar

July 2021								
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Executive/Finance Meetings

August 31, 2021 at 1:00p November 2, 2021 at 1:30p December 7, 2021 at 1:30p February 1, 2022 at 1:30p March 29, 2022 at 1:30p April 26, 2022 (if needed) at 1:30p May 24, 2022 at 1:30p

Full Board Meeting

September 13, 2021 at 12p November 15, 2021 at 12p December 20, 2021 at 12p February 14, 2022 at 12p April 11, 2022 at 12p May 9, 2022 (if needed) at 12p June 13, 2022 at 12p Program Review Committee: November 10, 2021 at 1:30PM

Nominating Committee:

Governance Committee:

Audit Committee: August 31, 2021 at 12:15p

ELC Offices closed for holidays on:

July 5; Sep 6; Nov 11; Nov 25 and 26; Dec. 24; December 31; Jan3; Jan 17;

Feb 21; May 30

ELC of Broward County

Committee Membership 2021-2022

COMMUTTEE	ELC of Broward County		Committee Membership 2021-2022			
COMMITTEE	Member Name	Seat	By Laws			
EXECUTIVE	Members consist of the Chair, First Vi	ce-Chair, Second Vice-Chair, Sec	retary, Treasurer, Immediate Past Chair (if applicable) and each of th			
	chairs of the Standing Committees)	, ,	,,, ,,			
055		Cl I	(f .: /part o			
Officer	Laurie Sallarulo	Chair	effective 4/2014 - Governor appointment			
Officer	Dawn Liberta	First Vice Chair	effective June 2020			
Officer	Twan Russell	Second Vice Chair	effective June 2020			
Officer	Monica King	Secretary	effective June 2020			
Officer	Cindy Arenberg Seltzer	Treasurer	effective June 2020			
	Khalil Zeinieh	Program Review Chair	effective June 2020			
	Michael Asseff	Nominating Com. Chair	effective June 2020			
		Audit Com. Chair	effective June 2020			
	Richard Campillo	Audit Com. Chair	effective June 2020			
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FINANCE			shall consist of at least (5) five Members. No Term Limits			
	Cindy Arenberg Seltzer	Chair				
	Renee Podolsky	Member				
	Laurie Sallarulo	Member				
	Zachary Talbot	Member	effective June, 2020			
	Twan Russell	Member				
			offorting 0/12/21			
	Khalil Zeinieh	Member	effective 9/13/21			
	Dawn Liberta	Member	effective 9/13/21			
PROGRAM REVIEW			expertise may be appointed to assist in the given particular area of			
	program. Reports directly to the Boo					
	Khalil Zeinieh	Chair	effective 6/2020			
	Laurie Rich Levinson	Member				
	Dawn Liberta	Member				
	Laurie Salarullo	Member				
	Renee Podolsky	Member				
	Richard Campillo	Member				
	Cindy Arenberg-Seltzer	Member				
	Cara Cerchione	Member	effective 10/2019			
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AUDIT	Members elected by Board. Consists	of at least (5) five Members. A	d Hoc Members may be appointed to assist in accounting or financia			
	management experience. No more than (1) one Member of the Finance Committee shall be a Member of the Audit Committee and in n					
	event shall the chair of the Finance Co					
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	Richard Campillo	Chair	effective 7/1/18			
	Michael Asseff	Member				
	Twan Russell	Member	effective 12/9/16			
	Monica King	Member	effective 4/7/17			
		Member	effective 12/19/19			
	Beverley Batson	Weitibei	effective 12/19/19			
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GOVERNANCE			First Vice Chair shall serve as chair of the Governance Committee. No			
	Dawn Liberta	Chair	effective 6/30/20			
	Cara Cerchione	Member	effective 6/2019			
	Michael Asseff	Member	effective 6/2020			
	Carol Hylton	Member	effective 2/2021			
			effective 2/2021			
	Laurie Salarullo	Member				
	Kirk Englehardt	Member	effective 9/13/21			
NOMINATING	Members Elected by Board. Consists	of at least (3) three Members v	who are not Officers of the Coalition. No Term Limits			
NOMINATING	·		who are not Officers of the Coalition. No Term Limits			
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NOMINATING	Michael Asseff William Karp	Chair Member	who are not Officers of the Coalition. No Term Limits			
NOMINATING	Michael Asseff	Chair	who are not Officers of the Coalition. No Term Limits effective 6/2020			
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AD HOC FUNDRAISING	Michael Asseff William Karp Twan Russell Dr. Amoy Reid Kristina West Laurie Salarullo Michael Asseff Amoy Reid Cara Cerchione Richard Campillo Twan Russell	Chair Member Member Member Member Member Member Chair Member Member Member Member Member Member Member	who are not Officers of the Coalition. No Term Limits effective 6/2020 effective 6/2019 effective 12/19/19 effective 9/13/21 established 2/13/20 effective 2/13/20 effective 2/13/20 effective 2/13/20 effective 2/13/20 effective 2/13/20 effective 2/13/20			
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Executive Finance Committee Attendance Chart FY 2021-2022

QUORUM # NEEDED: 5

Exceuti	ve I mance Comm	muce Aucha	ance Chai	t 1 1 2	021-202	-2				<u> </u>	OORO	IVI # IVL	EDED: 3		
Member	Position	Term Started	Term Exp	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
EXECUTIVE															
1 Laurie Sallarulo - CHAIR	Chair				>	V									
2 Dawn Liberta	First Vice Chair	June 2020	June 2023		V	V									
3 Twan Russell	Second Vice Chair	June 2020	June 2023		٧	V									
4 Cindy Arenberg Seltzer	Treasurer	June 2020	June 2023		٧	V									
5 Monica King	Secretary	June 2020	June 2023		>	V									
6 Khalil Zeinieh	Program Rev. Chair	June 2020	June 2023		V	V									
7 Michael Asseff	Nominating Chair	June 2020	June 2023		V	V									
8 Richard Campillo	Audit Chair	July 2018	June 2023		V	V									
FINANCE											QUO	RUM # N	IEEDED:	4	
1 Cindy Arenberg Seltzer					V	V									
2 Renee Podolsky					Р	V									
3 Laurie Sallarulo					V	V									
4 Twan Russell					V	V									
5 Zachary Talbot					ABS	V									
6 Khalil Zeinieh					V	V									
7 Dawn Liberta					V	V									
V - Virtual present at meeting	ng														
ABS - Absent from Meeting															
FM First Meeting LM Last	Meeting														
C- Confirmed Attendance															
P - Via Phone attendance															
Shaded areas - no meeting s	cheduled														
O:\Board\Board and Committee	Meetings\Executive Fina	nce Committee P	ackets\FY 202	1-2022 E	xec Finance	e Comn	nittee								

Except for Chair an Officers term is for two years

No officer may hold the same elected position for more than (1) term of two years

FYI - ELC Broward Glossary of Terms (August 2019)

Rev. 7/2019 Subject	Acronym	Definition
Ages and Stages Questionnaire®	ASQ	A developmental and social-emotional screening for children from one month to 5 $\frac{1}{2}$ years. Highly reliable and valid, ASQ looks at strengths and trouble spots, educates parents about developmental milestones, and incorporates parents' expert knowledge about their children.
Association of Early Learning Coalitions	AELC	The Association of Early Learning Coalitions (AELC) is an organization comprised of 31 Early Learning Coalitions throughout the State of Florida. The AELC supports the role of the Early Learning Coalitions to develop and administer a comprehensive school readiness program and voluntary prekindergarten program that prepares preschool children to succeed in school and in life Each Early Learning Coalition's service area is as unique as the population it serves, with some Coalitions serving a single county while others are serving two to seven counties.
Billing Group	BG	An eligibility category that aligns with Chapter 411, Florida Statutes, which describes the different groups or defined categories of children served; a category of direct service costs. The following defines the various billing groups: **BG1 - At Risk Populations:** School readiness services for a child in a family that is: referred for investigation by the Broward Sheriff's Office (BSO); under the supervision of ChildNet (in home, foster care or relative/no relative placement); in the custody of a parent who is homeless, as verified in law; in the custody of a parent who is the victim of domestic violence, residing in a certified DCF shelter or; actively participating in a diversion program as required by law. **BG3 - Temporary Assistance for Needy Families (TANF), also referred to as Temporary Cash Assistance (TCA) **Families who are receiving TCA, and subject to the federal work requirements. **BG3R - Relative Caregiver** Child who is in receipt of the Relative Caregiver (RCG) payment, who is adjudicated by a Florida court and placed in the home of a relative through ChildNet. **BG5 - Transitional Child Care (TCC)** **Family that is transitioning from the receipt of TCA (from a workforce program) into employment, as defined by law. **BG8 - Income Eligible** Family that is economically disadvantaged. Parent must meet income and work requirements, which include employment, educational activities or disability. **CSC - Children's Services Council Vulnerable Populations Program** Eligibility mirrors the Income Eligible (BG8) criteria. Other conditions may be set by CSC, on an as needed (case-by-case) basis.
Categories Exempt from Licensing		Certain religious affiliated and non-public schools may be exempt from licensure but must register with Broward County and receive approval prior to operating. Programs for children grades six and above and summer day camps for elementary school aged children are exempt from licensure.
Center-Based Child Care Provider		A provider licensed or authorized as license-exempt to provide care and education of children in a nonresidential setting for fewer than 24-hours a day per child.
Child Assessment		An individual assessment performed on each child for the purpose of measuring the child's growth in specific developmental domains. Child care providers who perform this detailed assessment can be reimbursed at a higher rate per child.
		Teaching Strategies Gold (TSG) is one of three ongoing assessment tools that is approved by OEL for child care providers to receive a Quality Performance Incentive Differential. TSG helps teachers observe children during regular everyday activities, plan for their development and assess their needs. Training is needed to become a reliable observer in the tool.
Child Care Development Fund	CCDF	The federal Child Care and Development Fund (CCDF) is an aggregate of several funding sources that is distributed in block grants by the federal government to the states and territories. The majority of the funds are to be used to provide child care services to families who meet certain income and need criteria. A portion of the funding (at least 4 percent of the block grant amount) is to be used for activities to improve the quality of child care. Another portion (not to exceed 5 percent of the block grant amount) is to be used to pay for costs of administering the CCDF. The purpose of the CCDF is to increase the availability, affordability, and quality of child care services.
Child Care Development Plan		Every two years, states and territories receiving CCDF funds must prepare and submit to the federal government a plan detailing how these funds will be allocated and expended.

Child Care Licensing		The child care licensing program is a component of the services provided by Department of Children and Families. The program is accountable for the statewide licensure of Florida's child care facilities, specialized child care facilities for the care of mildly ill children, large family child care homes and licensure or registration of family day care homes. The purpose of the program is to ensure a healthy and safe environment for the children in child care settings and to improve the quality of their care through regulation and consultation. The department ensures that licensing requirements are met through on-going inspections of child care facilities and homes, thus preventing the continued operation of substandard child careprograms
Child Care Resource and Referral Program	CCR&R	The Child Care Resource and Referral Network is dedicated to helping families find answers to their questions regarding how to identify quality child care and early education programs. The CCR&R program also conducts a search for providers that meet the specific needs of the family; the CCR&R program also provides information and community resources that may benefit the entire family.
Children's Services Council	CSC	A Children's Services Council is a local government body that oversees funding for programs and services that improve the lives of children and their families. Chapter 125 of Florida Statutes governs the creation and operation of a Children's Services Council, commonly referred to as a CSC. Florida is the only state in the nation that empowers communities to create a local government with the sole purpose of investing in the well-being of families.
Child Development Associate	CDA	A nationally recognized early childhood professional credential awarded to individuals who successfully complete the nationally established requirements of the CDA program to work with young children.
Classroom Assessment Scoring System™	CLASS	The Classroom Assessment Scoring System™ (CLASS™) is an observational tool that provides a common lens and language focused on classroom interactions that boost student learning. This tool is used as the basis for the State of Florida's Quality Rating System, and CLASS scores are used to calculate payment differentials for child care facilities serving subsidized children.
Continuing Education Units	CEUs	A measure used to track continuing education; in general, a CEU is defined as 10 clock hours of participation in a recognized continuing education program with qualified instruction and sponsorship through an accrediting CEU body.
Enhanced Field System Modernization	EFS Mod	The billing system currently in use for early learning programs.
Environment Rating Scales	ERS	The Early Childhood Environment Rating Scales are designed to assess process quality in an early childhood or school age care group. Process quality consists of the various interactions that go on in a classroom between staff and children, staff, parents, and other adults, among the children themselves, and the interactions children have with the many materials and activities in the environment, as well as those features, such as space, schedule and materials that support these interactions. Process quality is assessed primarily through observation and has been found to be more predictive of child outcomes than structural indicators such as staff to child ratio, group size, cost of care, and even type of care, for example child care center or family child care home (Whitebook, Howes & Phillips, 1995). There are four environment rating scales, each designed for a different segment of the early childhood
		field: (ECERS-R) The Early Childhood Environment Rating Scale-Revised (ITERS-R) The Infant/Toddler Environment Rating Scale-Revised (FCCERS-R) The Family Child Care Environment Rating Scale-Revised (SACERS) The School-Age Care Environment Rating Scale
Federal Poverty Guidelines	FPL	The set minimum amount of gross income that a family needs for food, clothing, transportation, shelter and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to family size. The number is adjusted for inflation and reported annually in the form of poverty guidelines. Public assistance programs, such as Medicaid in the U.S., define eligibility income limits as some percentage of FPL. The poverty guidelines are typically issued every February and correspond to the year in which they are issued.
Florida Child Care Professional Credential	FCCPC	Florida Child Care Professional Credential (FCCPC)," pursuant to Section 402.305(3)(b), F.S., is a department approved training program that consists of a minimum of 120 hours of early childhood instruction, 480 contact hours with children ages birth through eight (8) and at least two (2) methods of formal assessment that offers two (2) areas of certification; "Birth Through Five (formerly the department approved CDA Equivalency training programs)" and "School-Age (formerly the Florida School-Age Certification)."
Florida Kindergarten Readiness Screener	FLKRS	The Florida Kindergarten Readiness Screener (FLKRS) is administered to assess the readiness of each child for kindergarten. The FLKRS assessment is the Star Early Literacy®, which is an online, adaptive instrument that students complete independently in approximately 15-20 minutes. The assessment covers 3 main domains: Word Knowledge and Skills, Comprehension Strategies and Constructing meaning, and Numbers and Operations.

Florida Administrative Code	FAC	The Florida Administrative Code is the official compilation of the administrative rules and regulations of state agencies.
Florida Child Care Professional Credential	FCCPC	Florida Child Care Professional Credential (FCCPC)," pursuant to Section 402.305(3)(b), F.S., is a DCF approved training program that consists of a minimum of 120 hours of early childhood instruction, 480 contact hours with children ages birth through eight (8) and at least two (2) methods of formal assessment that offers two (2) areas of certification; "Birth Through Five (formerly the department approved CDA Equivalency training programs)" and "School-Age (formerly the Florida School-Age Certification)."
Florida Department of Children and Families	DCF	A state agency of Florida. The Department provides social services to children, adults, refugees, domestic violence victims, human trafficking victims, the homeless community, child care providers, disabled people, and the elderly.
Florida Department of Economic Opportunity	DEO	A state agency of Florida. The Department promotes economic opportunities for Floridians through workforce, community, and economic development strategies.
Florida Department of Education	DOE	A state agency of Florida. The Department governs public education and manages funding and testing for local educational agencies (school boards).
Florida Department of Health	DOH	A cabinet level agency of the state government, headed by a state surgeon general who reports to the governor. The Department is responsible for protecting the public health and safety of the residents and visitors of the state of Florida.
Florida Office of Early Learning	OEL	The Office of Early Learning is the lead agency for the administration of state and federal child care funds and partners with 31 Early Learning Coalitions, the Redlands Christian Migrant Association, and others to deliver a comprehensive early learning system of services statewide.
Florida Sunshine Law		The "Sunshine Amendment," adopted by Florida voters through a constitutional initiative in 1976 as Article II, Section 8, Florida Constitution, contains standards of ethical conduct and disclosures applicable to public officers and employees; it also requires the Legislature to adopt the code of ethics (see Code of Ethics definition above).
Gold Seal		In 1996, the Florida Legislature established the Gold Seal Quality Care program to acknowledge child care facilities and family day care homes that are accredited by nationally recognized agencies and whose standards reflect quality in the level of care and supervision provided to children. In addition, the Legislature established provisions for Gold Seal providers participating in the subsidized child care program, a.k.a. school readiness and early Learning, to receive a higher reimbursement per child, than providers not receiving a Gold Seal designation.
		In 1999, the Legislature revised the program to provide tax incentives through the Department of Revenue or county tax appraiser for participating in the Gold Seal Quality Care Program. Since then, the Legislature has revised the maximum amount of the reimbursement. Currently, the rate differential cannot exceed 20% above the reimbursement rate established by the local early learning coalition, a.k.a. the local school readiness coalition.
Home Instruction for Parents of Preschool Youngsters	НІРРҮ	Home Instruction for Parents of Preschool Youngsters (HIPPY) is an evidenced-based program that works with families in the home to support parents in their critical role as their child's first and most important teacher.
Inclusion		The principle of enabling all children, regardless of their diverse abilities, to actively participate in natural environments in their communities, including early care and education settings.
Inclusion/Warm Services		These services educate and assist childcare providers with any special needs concerns regarding the children they are serving, particularly children with disabilities and other special health care needs. These services also provide training and consultation on issues such as managing challenging behaviors, understanding the American with Disabilities Act, screening and assessment of children with special needs, and adapting home and schoolenvironments.
Individual Education Plan	IEP	The plan for individualizing the education of a child over age three with a disability that includes measureable goals and documentation of the child's progress.
Individual Family Service Plan	IFSP	A plan for special services for young children (under three) with disabilities and their families that includes individualized supports and services that will enhance the child's development.
Infant and Toddler Program		The provision of activities to foster brain development in infants and toddlers.
Informal Child Care		Any legal but non-regulated child care, subject to health and safety requirements, that is provided by relative or non-relative in the child's home or other location.
Licensed Family Child Care Home	FCCH	An individual that provides child care for fewer than 24 hours a day per child, as sole caregiver, in a private residence other than the child's home and meets the state and/or local family child care licensing requirements.
Licensed Large Family Child Care Provider		Two or more people that provide child care for fewer than 24 hours a day per child in a private residence other than the child's home and meet the state and/or local licensing requirements for large family child care homes.

		Refers to a statutorily specified percentage of program or project costs that must be contributed by an entity in
Match		order to be eligible for State or Federal funding; the value of third-party in-kind contributions and that portion of project or program costs not borne by the State or Federal government
Market Rate		The price that a child care provider charges for daily, weekly, or monthly child care services.
Office of Child Care	осс	The Office of Child Care (OCC) supports low-income working families by providing access to affordable, high-quality early care and afterschool programs. OCC administers the Child Care and Development Fund (CCDF) and works with state, territory and tribal governments to provide support for children and their families juggling work schedules and struggling to find child care programs that will fit their needs and that will prepare children to succeed in school. The Office of Child Care was established in September 2010 and replaces the former Child Care Bureau. The Office of Child Care partners with states, territories, and tribes to administer the Child Care and Development Fund (CCDF) program.
Other Cost Accumulator	OCA	OCA is a cost accounting system to maintain the collection of costs in an organized and systematic manner.
Professional Development Initiative	PD	A continuum of learning and support activities designed to prepare individuals for work with and on behalf of young children and their families, as well as ongoing experiences to enhance this work, leading to improvements in knowledge, skills, practices, and dispositions.
Performance Funding Project	PFP	In 2014, the Florida Legislature created the Early Learning Performance Funding Project (ELPFP). It was designed to provide performance based funding for School Readiness providers that demonstrate improved: program quality, teacher-child interactions and/or child outcomes. The ELPFP has demonstrated a significant and positive effect on early childhood program quality and child outcomes among at-risk children and the teachers who support them.
Quality Initiatives	QI	Activities that enhance early learning environments and experiences.
Quality Improvement Plan	QIP	A plan created for providers that do not meet the quality threshold as set by rule 6M-4.741 Program Assessment Threshold Requirements for the School Readiness Program. The plan includes 1 to 2 targeted strategies.
Quality Rating and Improvement System	QRIS	A systematic approach to assessing, supporting, improving, and communicating the level of quality in an early care and education setting. The State of Florida currently utilizes CLASS scores as its only measurement of quality in this system, and assesses whether a child care provider can contract with an ELC to provide care to subsidized children on this. The QRIS system also uses CLASS scores to reimburse child care providers on a scale. Child care providers with higher CLASS scores receive higher reimbursement rates.
Registered Family Child Care Provider		An individual that provides child care for fewer than 24 hours a day per child, as sole caregiver, in a private residence other than the child's home and meets the state and/or local registered family child care requirements.
Religious Exemption		A child care facility which is an integral part of church or parochial schools conducting regularly scheduled classes, courses of study, or educational programs accredited by, or by a member of, an organization which publishes and requires compliance with its standards for health, safety, and sanitation. Such facilities shall meet minimum requirements of the applicable local governing body as to health, sanitation, and safety and shall meet the screening requirements pursuant to ss. 402.305 and 402.3055. Failure by a facility to comply with such screening requirements shall result in the loss of the facility's exemption from licensure.
School-Age Child Care Provider		A provider licensed or authorized as license-exempt to provide care and education of children who are at least 5 years of age by Sept 1 of the beginning of the school year and who attends kindergarten through grade 5.
School Readiness Program		The School Readiness Act, Chapter 411.01 of the Florida Statutes, School readiness programs are to be full-day, year-round to the maximum extent possible, to enable parents to work and become financially self-sufficient.
Teacher Education and Compensation Helps	T.E.A.C.H.	A scholarship program, which provides educational scholarships and financial incentives to caregivers and administrators of early childhood programs, family day care homes, and large family child care homes.
Temporary Assistance for Needy Families	TANF	Temporary Assistance for Needy Families (TANF) is one of the federal assistance programs. It began on July 1, 1997, and succeeded the Aid to Families with Dependent Children (AFDC) program, providing cash assistance to indigent American families with dependent children. This cash benefit is often referred to simply as "welfare." TANF was created by the Personal Responsibility and Work Opportunity Act instituted in 1996. The Act provides temporary financial assistance while aiming to get people off of that assistance, primarily through employment. The reform granted states wide discretion of how to distribute TANF entitlements.
Utilization Report		This is a management tool that is system which provides year to date expenditures of dollars by category. This data allows for funding projections, based on actual, projected and historical data, to determine if spending is on target or if adjustments may be needed.

Voluntary Prekindergarten Program	VPK	A constitutional amendment passed by Florida's voters in Nov. 2002, required a voluntary prekindergarten program for all four-year-old children. VPK is a program designed to prepare four-year-olds for kindergarten and build the foundation for their educational success. The program allows a parent to enroll his or her eligible child (four years old by September 1 and residing in Florida) in a free VPK program. The program is voluntary for children and providers.
Wait List		"Waiting list" means a list of children waiting for potential enrollment in the school readiness program once funding is available. The list is a record of the names of parent(s), the names and dates of birth of their children, waiting list date and anticipated eligibility and priority category for seeking school readiness services.