

**Early Learning Coalition of Broward County, Inc.**

**Executive Meeting Agenda**

**June 4, 2024, at 1:30 PM**

**Zoom Meeting**

**Meeting ID: 876 2326 6359      Passcode: 589947**

<https://us06web.zoom.us/j/87623266359?pwd=bHY0RkJSZjZjR1F4WW15VjVja2tjdz09>

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

		PAGE
<b>1.</b>	<b>Call to Order</b>	Laurie Sallarulo, Chair
<b>2.</b>	<b>Roll Call</b>	Melody Martinez, Board Liaison
<b>3.</b>	<b>Chair Report</b>	Laurie Sallarulo, Chair
<b>4.</b>	<b>CEO Report</b>	<b>3</b> Renee Jaffe, CEO
<b>5.</b>	<b>Consent Agenda</b> 1. Approve April 30, 2024, Committee meeting minutes 2. EXC247CA1 – Authorize Chair to Execute FY25 Grant Agreement 3. EXC247CA2 – Authorize Chair to Execute CSC Vulnerable Population Program 4. EXC247CA3 – Authorize Chair to Execute Broward County School Readiness Match 5. EXC247CA4 – Approve United Way SR Match Revenue Agreement 6. EXC247CA5 – Authorize Chair to Execute AD Henderson Foundation for Peer Support 7. EXC247CA6 – Approve Children’s Forum Sub Recipient INCENTIVES Agreement 8. EXC247CA7 – Authorize Staff to negotiate 2 Year Agreement with Scholastic for Broward Bookworm Program 9. EXC247CA8 – Authorize Staff to negotiate 2 Year Agreement with Webauthor.com LLC for CRM Software 10. EXC247CA9 – Empower Chair to Execute Amendment increase for Revation Systems Inc 11. EXC247CA10 – Approve Goren Cherof Doody & Ezrol PA Agreement 12. EXC247CA11 – Ratify Agreements with Bryant, Miller, Ollive PA and Klausner, Kaufman, Jensen & Levinson PA 13. EXC247CA12 – Authorize PO AT&T Florida State Term Contract 14. EXC247CA13 – Authorize Sole Sourced Teachstone Inc 15. EXC247CA14 – Authorize RFQ for CLASS Observers 16. EXC247CA15 – Approve FY25 Risk Management Insurance Policy 17. EXC247CA16 – Approve FY25 Employee Health Benefits	4 6 8 9 10 11 12 15 18 19 20 23 41 42 43 44 45
<b>6.</b>	<b>Regular Business</b> 1. EXC247RB1 – Approve Related Party Contracts	46 Christine Klima, CAO

7.	<b>FYI</b> <ul style="list-style-type: none"> <li>• FYI-1 Contract List</li> <li>• FYI-2 Board Engagement Calendar</li> <li>• FYI-3 A Day in K Flyer</li> <li>• FYI-4 2023/2024 Board Calendar</li> <li>• FYI-5 2024/2025 Board Calendar</li> <li>• FYI-6 Board Committee Member List 23/24</li> <li>• FYI-7 FY 23-24 Executive Committee Meeting Attendance</li> <li>• FYI-8 Glossary of Terms</li> </ul>	48 50 52 53 54 55 56 57	
8.	<b>Unfinished Business</b> <b>New Business</b> <b>Matters from the Board</b> <b>Matters from the CEO</b> <b>Matters from the Committee</b> <b>Matters from our Partners</b> <b>Public Comment</b>		
9.	<b>Next ELC Executive Meeting: TBD</b>		
10.	<b>Adjourn</b>		
<p><b>Please Note:</b> Agenda is subject to revisions and additions at the discretion of the Chair of the Coalition. Notification will be sent of any such revisions or additions. <b>Members of the Public:</b> Please sign up at the entry desk for public comments to be made on any particular agenda items no later than five minutes after the Coalition meeting has been called to order.</p> <p><i>“As per <a href="#">§286.0105, Fla. Stat.</a> Any person who decides to appeal any decision of the Board with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes testimony and evidence upon which the appeal is to be based.”</i></p>			

## **CEO Report**

**Executive – June 4, 2024**

### **School Readiness Enrollment Update**

Since resuming enrollments in October 2023, we have enrolled 3,372 children. Our strategy will be to enroll enough children to offset monthly attrition and manage expenditures to serve as many children as possible. As of May 24, 2024, we have 789 children on the waitlist, with an approximate two week wait between being put on the waitlist and being called off the waitlist.

### **VPK Update**

As of May 17<sup>th</sup>, we have approved 15,284 VPK school-year applications (FY 23-24), and we have 13,763 children who have now enrolled in VPK. To put this number in context, by the end of last year (FY 22-23), we approved 15,866 VPK school year applications, and 13,959 students eventually completed their enrollment. On January 9, 2024, the Florida Statewide Estimating Conference updated the projected number of VPK participants to 13,157 for the 23-24 school year (and 394 for Summer VPK), which would account for 61.94% of Broward four-year-olds, which continues to be below the levels observed before the pandemic. This trend is reflective of a statewide pattern.

On January 1, 2024, DEL opened the application process for the program year 2024-2025. As of May 17<sup>th</sup>, we have approved 9,310 VPK school year applications (FY 24-25). By contrast, during the same period for FY 22-23, we approved 9,565 school-year applications.

### **Day in K**

On June 11<sup>th</sup> (from 5:00 pm to 8:00 pm), ELC Broward will be hosting “A Day in K” at the Museum of Discovery and Science (MODS). With support from the Children's Services Council and the Broward County School District, we expect to welcome over one thousand soon-to-be Kindergarteners/families to a fun-filled evening full of valuable information and resources. Families will learn about what to expect and how to prepare themselves and their child for kindergarten. They will be able to obtain information on everything from how to register their child and what school they are zoned for to bus stop availability, afterschool activities, kindergarten transition activities, etc. Children in attendance will learn about what to expect in kindergarten while also having an opportunity to explore the museum. Fliers were sent to all VPK families and programs week of May 27, 2024, and MODS has also been advertising the event. A copy of the flier is included in this packet, and board members have received a calendar invitation.

### **Top Workplace**

For the third consecutive year, ELC Broward received the designation of Sun Sentinel Top Workplace. The Awards ceremony took place on May 8, 2024, and was attended by 10 ELC staff members, thanks to the generous donation from Zach Talbot. We are excited to report that this year we improved to being ranked the number seven (7) spot in the medium-sized organization category, down from 18 last year.

### **Board & Committee Calendar FY24-25**

The FY 24-25 Board and Committee Meeting Calendar was in the last Board Packet, however we wanted to highlight that it is located in the FYI section of this packet. As you will see, we have scheduled meeting dates for all Committees for FY 24-25. Meeting invitations will be sent out after the Board Meeting on June 17.



**Early Learning Coalition of Broward County, Inc.**  
**Executive Committee Meeting Minutes**  
**April 30, 2024, at 1:30 PM**  
Virtual Meeting

Members in Attendance	Chair, Laurie Sallarulo; Dawn Liberta; Twan Russell; Monica King; Michael Asseff; Renee Podolsky
Members Absent	Cindy Arenberg-Seltzer
Staff in Attendance	Renee Jaffe, CEO; Christine Klima, CAO; Judith Merritt, COO; Howard Bakalar, CPO; Hubert Cesar, CIO; Melody Martinez, Board Liaison & Executive Assistant; Lizbeth DelVecchio, Executive Assistant & Special Projects Coordinator; Allison Metsch, Senior Director of Education & Quality; Amy Moore, Senior Director of Family Services and Customer Services; Ancel Pratt III, Senior Director of Communications; Reinier Potts, Financial Analyst; Kasey LaFrance, Contracts Administration Manager; Sarane Epps, Contrast Specialist; Sandra Paul, Senior Director of Provider Reimbursements; Ancel Pratt III, Senior Director of Communications; Samantha Dempsey, Accountant; Roy Persaud, Accountant
Others in Attendance	Julie Klahr, Legal Counsel

Item	Action/Discussion
Welcome & Call to Order	Chair Laurie Sallarulo called the meeting to order at 1:55 PM. The roll was called, and a quorum was established.
Chair Report	Chair Laurie Sallarulo congratulated ELC on building relationships.
CEO Report	The CEO thanked the Board members who showed up and met with the Chancellor Cari Miller. Cari was so impressed with the Bootcamp and enjoyed being at the ELC of Broward.
<b>Consent Agenda</b>  1. Approve February 27, 2024, Committee meeting minutes 2. EXC246CA1 – Approve RFP for Payroll Processing, Tax Services & HR 3. EXC246CA2 – Approve Budget Amendment for Bertelsen Education Agreement 4. EXC246CA3 – Approve Teachstone Sole Source 5. EXC246CA4 – Approve Procurement of VOIP Phone Software as a Service 6. EXC246CA5 – Approve INCENTIVE\$ Broward CF Sole Source	A <b>Motion</b> was made by Renee Podolsky and <b>Seconded</b> by Dawn Liberta to move the Consent Agenda. The <b>Motion was unanimously approved. Motion Passes.</b>

<p><b>Regular Business</b></p> <p>1. EXC246RB1 – Approve CCR&amp;R Services 211 Modification</p>	<p><b><u>CCR&amp;R Services 211 Modification</u></b></p> <p>CAO and CEO went over the services from 211-Broward and what the suggested changes will be. The PRC agreed to bring the following to the Board.</p> <p>A <b>Motion</b> was made by Dawn Liberta and <b>Seconded</b> by Renee Podolsky to Approve the following:</p> <ol style="list-style-type: none"> <li>1. Approve a Six-Month Extension to First Call for Help d/b/a 211-Broward FY24 Sole Sourced Sub-Recipient Agreement through December 31, 2024, Pending Board Approval of the FY25 Preliminary Budget and Legal Review.</li> <li>2. Authorize Staff to Develop a Scope of Work and Deliverables for a Sole-Sourced Vendor Agreement with First Call for Help d/b/a 211-Broward for Scaled-back and Revised Services beginning January 1, 2025.</li> </ol> <p>The <b>Motions were unanimously approved. Motion Passes.</b></p>
<b>Unfinished Business</b>	None
<b>New Business</b>	None
<b>Matters from the Chair</b>	None
<b>Public Comments</b>	There was no discussion.
<b>Next Meeting</b>	<b><u>June 4, 2024, at 1:30 PM</u></b>
<b>Adjourn</b>	Meeting adjourned at 2:10 PM by Dawn Liberta.

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

<b>ITEM/MEETING</b>	EXC247CA1 / Executive Committee
<b>DATE:</b>	June 4, 2023
<b>SUBJECT:</b>	FY 2025 DEL Grant Agreement
<b>FOR ACTION:</b>	Yes
<b>RECOMMENDED ACTIONS:</b>	<b>Authorize the Board Chair to execute the finalized FY 2025 DEL Grant Agreement when it becomes available, Pending Legal Review</b>
<b>AS RECOMMENDED BY</b>	N/A
<b>FINANCIAL IMPACT:</b>	TBD Pending Issuance of Notice of Award
<b>ELC STAFF LEAD</b>	C. Klima

**Background/History**

The Florida Department of Education, Division of Early Learning (DEL) Grant Agreement supplies most of the annual funding for Early Learning Coalitions throughout Florida. The Grant Agreement plays a key role in guiding nearly all of our activities and includes the Federal and State legal framework in which we operate. An Agreement draft for FY25 was shared with the Coalitions for comment in April, but the finalized Agreement will not be issued until after the Florida FY25 Budget Act is signed. None of the proposed changes shared to date are significant and the Coalitions have already provided DEL with comments and feedback. See the complete list attached.

The annual Grant Agreement includes School Readiness, VPK, and other program grants awarded by DEL throughout each fiscal year.

**Current Status**

Since the finalized Agreement might not be issued until after the Board breaks for the summer, staff request that the Board Chair be authorized to execute the FY 2025 DEL Grant Agreement when it becomes available and pending legal review as has been the practice in previous years. The Agreement must be executed on or before June 30, 2024 for the Coalition to continue operations during the new fiscal year beginning July 1, 2024.

**Recommended Action**

Authorize the Board Chair to execute the finalized FY 2025 DEL Grant Agreement when it becomes available, Pending Legal Review

**Supporting Documentation**

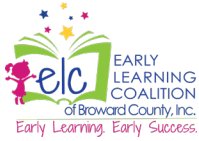
- Draft Agreement Updates

# 2024-2025 Grant Agreement Crosswalk



- Updated all DOE links to paths.
- Verified all external links.
- Updated all DOE email addresses.
- Removed reference to CARES, CRRSA, and PDG funding (ARPA – pending session outcome).

Page Number	Section	Edit
6	Assigned Grant Manager	ADDED: The Grant Manager identified by the ELC shall be responsible for the signing of invoices unless another ELC staff member has been authorized in writing to sign.  Additional Authorized Representative:  <b>NOTE: Invoices will only be accepted that are signed by either the listed ELC grant manager or authorized representative.</b>
9	Exhibit I	REMOVED: 6. The ELC shall maintain on file verification for all ELC personnel and any applicable subrecipient or subcontractor Personnel, unless excluded as described below, assigned to work on this agreement.
19	Exhibit I	ADDED: X – Office of Minority Business Enterprise Report – DEL is dedicated to help improve business opportunities for Florida based woman, veteran and minority owned small business.
22	Exhibit I	UPDATED: Public Records email address
32	Exhibit II	UPDATED: Gold Seal Definition
35	Exhibit II	ADDED: Definition for VPK Assessment (place holder – definition will be in final version)
37-41	Exhibit II	REMOVED: CCRR Language – now referencing Rule 6M-9.300(6)(9) F.A.C.
43	Exhibit II	UPDATED: Rule changed to Statute for SR program curriculum
48	Anti-fraud plan	UPDATED: Language updated to: In the anti-fraud plan, each ELC is required to include a description of the procedures including appropriate due process provisions for suspending or terminating from the School Readiness or Voluntary Prekindergarten Education programs a recipient who the Coalition concludes has committed fraud. The ELC must notify the recipient of the amount of overpayment to be recovered during the termination process. Each ELC should make every effort to recover the identified overpayment during or after the termination proceedings.
52	Exhibit II	UPDATED: Budget Language
86	Exhibit VI	Added SharePoint Path for EVerify



<b>ITEM/ MEETING:</b>	EXC247CA2 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	Children’s Services Council Vulnerable Populations Budget Amendment
<b>FOR ACTION:</b>	YES
<b>RECOMMENDED ACTION:</b>	Authorize the Chair to Execute a Budget Increase Amendment to the Children’s Services Council Vulnerable Populations Program Agreement when it becomes available and pending legal review
<b>FINANCIAL IMPACT:</b>	\$412,000 FY24 Revenue <u>\$412,000 FY25 Revenue</u> \$824,000 Total
<b>ELC STAFF LEAD</b>	C. Klima

**Background**

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

Vulnerable Populations Program children are referred for immediate services from several CSC funded family support and other programs. Families that turn out to be eligible for School Readiness are transferred as soon as possible thereafter to keep slots available for new referrals. The Agreement runs on the CSC fiscal year October 1 - September 30 and serves approximately 700 unduplicated children per year.

Starting in July 2023, the average number of children served per month increased by approximately 30% after the Coalition had to pause transfers into the School Readiness when the State delayed making certain Statewide funding allocations for three months. This factor, combined with a more gradual trend of rising referrals after the pandemic ended and the rising cost of CLASS score-driven quality rate differentials meant that an additional \$824,000 would be needed to cover the full cost of serving approximately 910 unduplicated children before the end of the contract year on September 30, 2024.

**Current Status**

On April 18, 2024 the CSC Board approved an \$824,000 budget increase to cover the projected higher costs. A draft amendment allocating the additional funds is being developed. The basic scope and purpose of the Agreement will remain unchanged. Coalition legal counsel will review the draft for legal sufficiency prior to Coalition signature.

On May 16, 2024, the CSC Board also approved adding this same amount to the budget for the FY25 contract year which begins on October 1, 2024. The FY25 renewal Agreement draft will come before the Coalition Board separately in the September 2024 Board meeting cycle.

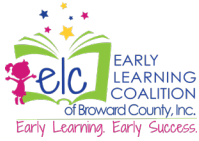
**Recommended Action**

Authorize the Chair to Execute a Budget Increase Amendment in the amount of \$824,000 to the Children’s Services Council Vulnerable Populations Program Agreement when it becomes available and pending legal review.

**Supporting Documents**

None





<b>ITEM/ MEETING:</b>	EXC247CA3 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	Broward County School Readiness Match Agreement Amendment
<b>FOR ACTION:</b>	YES
<b>RECOMMENDED ACTION:</b>	Authorize the Chair to Execute a Budget Increase Amendment to the Broward County School Readiness Match Funding Agreement when it becomes available and pending legal review.
<b>FINANCIAL IMPACT:</b>	\$1,171,000 FY25 Revenue
<b>ELC STAFF LEAD</b>	C. Klima

**Background**

Since 2017 the Coalition has received funding from Broward County for School Readiness Match and Special Needs child care for children ages birth to 5 (not yet in kindergarten). At \$2.3 million per year over five years (\$2.8 million in FY22) the Agreement allowed the Coalition to:

1. Immediately enroll Special Needs children into child care while they wait to be enrolled for the long term in the School Readiness Program; and
2. Expand School Readiness services through a dollar-for-dollar Federal match to enroll more income eligible children, including those from families with income up to 200% of poverty (compared to 150% for non-matched School Readiness)

**Current Status:**

On May 17, 2024 the Children’s Services Board of Broward County (CSB) approved a County staff proposal to allocate \$1,171,000 in additional funding to the School Readiness Match Funding Program using funds that are available on a non-recurring basis. The increase brings the total contract amount to \$3,513,795 for the FY24 contract year, which ends on September 30, 2024.

The additional allocation will help expand the Coalition’s pool of match funding and bring us closer to reaching our long-term goal of serving every eligible child in Broward County that needs care. The basic scope and purpose of the Agreement will remain unchanged.

The County Commission is expected to approve the CSB recommendation on June 4, 2024. Coalition legal counsel will review the Amendment for legal sufficiency when the draft becomes available and prior to Coalition signature.

**Recommended Action:**

Authorize the Chair to Execute a Budget Increase Amendment in the amount of \$1,171,000 to the Broward County School Readiness Match Funding Agreement when it becomes available and pending legal review.

**Supporting Documents:**

None

<b>ITEM/MEETING</b>	EXC247CA4 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	FY 2024 United Way School Readiness Match Agreement
<b>FOR ACTION:</b>	Yes
<b>RECOMMENDED ACTION:</b>	<b>Approve FY 2024 United Way School Readiness Match Revenue Agreement Pending Legal Review</b>
<b>FINANCIAL IMPACT:</b>	\$136,500
<b>ELC STAFF LEAD</b>	C. Klima

**Background Information:**

United Way of Broward County (United Way) has provided match funding for the School Readiness Program since the inception of the Early Learning Coalition. This funding allows the Coalition to draw down federal funds for reimbursing the cost of child care services for Broward families.

The United Way joins the Children’s Service Council and Broward County in providing the lion’s share of the Coalition’s match funding County-wide. Their participation and leadership helps the Coalition to bring in even more funding from municipalities and helps expand the program to serve “ALICE” families that are slightly above the normal School Readiness income eligibility threshold of 150% of Federal Poverty when they apply.

100% of the funds are used for the cost of child care services.

**Current Status:**

The United Way contribution for FY 2025 will be \$136,500, a five percent increase over the prior year. The draft agreement is currently pending legal review for legal sufficiency.

**Recommendation:**

Approve FY 2025 United Way School Readiness Match Revenue Agreement Pending Legal Review.

**Supporting Documentation:**

None

<b>ITEM/MEETING</b>	EXC247CA5 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	A.D Henderson Foundation FY25 Revenue Agreement
<b>FOR ACTION:</b>	Yes
<b>RECOMMENDED ACTION:</b>	<b>Authorize the Chair to Execute a Two-Year Revenue Agreement with A.D Henderson Foundation for Special Needs Peer Support when it becomes available and pending legal review</b>
<b>FINANCIAL IMPACT:</b>	\$141,830 FY25 Revenue Budget <u>\$147,273 FY26 Revenue Budget</u> \$289,103 All Fiscal Years
<b>ELC STAFF LEAD</b>	C. Klima

**Background Information:**

The A.D Henderson Foundation was founded by Alexander D. Henderson and his wife Lucy in 1959 to help improve the education and support systems for children to ensure that all children reach their full potential. The Foundation focuses its grantmaking on strengthening early childhood programs and supporting programs that enable families with young children to thrive in Broward County, Florida, and the State of Vermont. The Coalition has requested \$289,103 from A.D Henderson Foundation for a two-year grant to continue their funding for two Peer Support Specialists to assist families in Broward County whose young children (0-5) have been identified as possibly having a special need.

Under the Peers Support program, families who are receiving childcare subsidies and whose children score with a concern on the ASQ are referred by the Coalition’s Inclusion staff for an intensive evaluation of the child’s cognitive, behavior, and physical abilities. The Inclusion team members also attempt to build and maintain a rapport with both the parents and the child’s school to promote strategies that may help the child in the classroom.

Peer Support Specialists coordinate very closely with the Inclusion Specialists to discuss progress made/barriers still occurring with targeted families. Their goal is to decrease any barriers that may get in the way of families’ follow-through with scheduled appointments, and to increase any supports and services that can be made available to these families as they respond to the results of their child’s evaluation. The Peer Support Specialists have personal experience navigating through the early childhood system of care for children with special needs. They are empathic and able to support and facilitate families’ journeys.

The program has been extremely well received by parents and Special Needs Counselors alike in FY 2024 and we hope to build on our success in FY25 and beyond with continued funding.

**Current Status:**

On May 30, 2024, The Henderson Foundation approved the Coalition’s request for continued funding and we are awaiting an award letter and draft contract.

The budget for the program covers the cost of two existing Peer Support Specialists and transportation costs for families to their referral appointments if needed.

**Recommended Action:**

Authorize the Chair to Execute a Two-Year Revenue Agreement with A.D Henderson Foundation for Special Needs Peer Support when it becomes available and pending legal review.

**Supporting Documentation:**

- Conflict of Interest Form – Howard Bakalar



<b>ITEM/MEETING</b>	EXC247CA6 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	Children’s Forum INCENTIVE\$ Sub Recipient Agreement FY 2025
<b>FOR ACTION:</b>	Yes
<b>RECOMMENDED ACTION:</b>	<b>Approve FY 2025 Children’s Forum Sub Recipient Agreement for Administering the INCENTIVE\$ Program Pending Legal Review and DEL Approval</b>
<b>FINANCIAL IMPACT:</b>	\$958,974 FY 2025 Budget
<b>ELC STAFF LEAD</b>	C. Klima

**Background**

Early Childhood Educator INCENTIVE\$, formerly known as Child Care WAGES® in Florida, rewards early childhood educators with financial incentives based on their education and continuity of employment. By helping to retain 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.

For over 20 years the Coalition has partnered with the Children’s Forum, the sole licensee in Florida for the North Carolina-Based Child Care INCENTIVE\$® Program as a sole-sourced vendor to administer the program in Broward County. In FY 2022 the INCENTIVE\$ program rolled out a new, higher stipend scale and changed program participation rules to encourage more Directors to support their staff in applying to the program.

Starting FY 2023 the Coalition was able to boost the program with two-years of stimulus funding and close collaboration with the Coalition’s own Above & Beyond Guidance Counselors in the field. FY2024 wage supplements are expected to reach \$880,000 paid to over 750 participants. The average total supplement amount per educator per year was \$730.

**Current Status**

With the end of ARPA funding on June 30, 2024 and the return to normal School Readiness funding starting July 1, staff propose reducing the program by approximately 15% to gradually bring the program to a more sustainable level. Staff will also work closely with the Children’s Forum to narrow the program going forward to focus more on the groups of educators that have the best outcomes under INCENTIVE\$ and that benefit the most.

The budget for the FY25 Agreement compared to FY24 is as follows:

Item	FY24	FY25	Difference	% Total
Wage Supplements	\$880,000	\$748,000	\$132,000	78%
Program Support	191,798	163,025	28,773	17%
Administration	56,410	47,949	8,461	5%
<b>Total</b>	<b>\$1,128,208</b>	<b>\$958,974</b>	<b>\$169,234</b>	<b>100%</b>

Sole source agreements over \$35,000 require DEL approval prior to execution.

**Recommended Action:**

Approve FY 2025 Children’s Forum Sub Recipient Agreement for Administering the INCENTIVE\$ Program Pending Legal Review and DEL Approval

**Supporting Documentation**

- Sub Recipient Agreement Fact Sheet



## CHILDREN'S FORUM - 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:** Children's Forum, Inc.

**CONTRACT NUMBER:** POC 18-5004-00

**POINT OF CONTACT:** Lori Stegmeyer  
Program Director  
1211 Governors Square Blvd, Suite 200  
Tallahassee, FL 32301

**PROCUREMENT:** Single Source

**CONTRACT TYPE:** Sub Recipient

**BUDGET AMOUNT:** \$958,974

**METHOD OF PAYMENT:** Invoice

**PAYMENT SCHEDULE:** Monthly

**TERM:** July 1, 2023 to June 30, 2024

### **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\$ (formerly known as WAGE\$®) 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:**

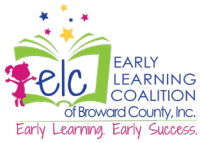
Provide written management reports: quarterly, end-of-fiscal year, and a historical cumulative report showing the number of staff in each professional development level, the number who progressed to a higher level from the previous year, the dates, locations, methods and results of outreach, and comparative 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.

End-of-fiscal year (annual) report shall include an itemized list of all recipients, date of disbursement and disbursement amounts made against the contract funds. The report shall also include data listing the college or programs that issued degrees to INCENTIVE\$ participants.

**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.



<b>ITEM/MEETING:</b>	EXC247CA7 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	Broward Bookworms Supply and Shipping Services Vendor Recommendation
<b>FOR ACTION:</b>	YES
<b>RECOMMENDED ACTION:</b>	Authorize staff to negotiate and facilitate execution of a two-year Agreement with Scholastic, Inc. to supply books and shipping services for the Broward Bookworm Program for the Period July 1 2024 to June 30, 2026 with up to three one-year renewal options pending legal review.
<b>FINANCIAL IMPACT:</b>	Not to Exceed \$200.000 FY25 Budget
<b>ELC STAFF LEAD</b>	C. Klima

**Background:**

Broward’s popular Bookworms Program was launched during the Pandemic to promote literacy and reading at home for families with children ages birth to five years. The publisher drop-shipped age-appropriate books and accompanying activities to any Broward resident family that signs up through the Coalition Website. Parents have the option to keep in touch with the Coalition when they register by agreeing to receive outreach material and updates by email, and we connect them with information on literacy and community partners such as Broward Reads. Since September 2023, approximately 10,000 book packs have been shipped to Broward families. We also recently enhanced the program by launching a “Baby Bookworms” service to families with newborns in collaboration with the Healthy Start Coalition.

**Current Status:**

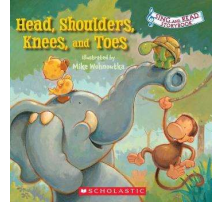
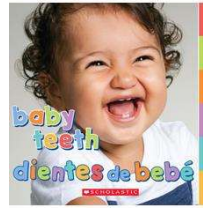
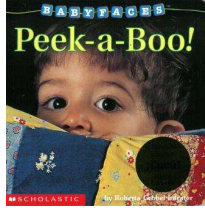
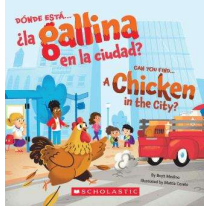
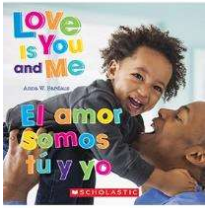
In April 2024, the Coalition released an RFP for one or more vendors to continue this Program into FY25 without interruption. On May 3, 2024, an evaluation committee comprised of Coalition staff convened and recommended that Coalition select Scholastic, Inc. to provide the services after reviewing proposals and conducting interviews with six responsive vendors. Scholastic has been in existence since 1920 and is the world’s largest publisher and distributor of children’s books. They are the incumbent vendor for this program, and the transition to the new contract cycle is expected to be seamless.

**Recommended action:**

Authorize staff to negotiate and facilitate execution of a two-year Agreement with Scholastic, Inc. to supply books and shipping services for the Broward Bookworm Program for the Period July 1, 2024, to June 30, 2026, with up to three one-year renewal options pending legal review.

**Supporting Documents**

none



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

## BrowardBookworms!

**FREE BOOKS**  
for Broward County children up to 5 years old!

**SIGN UP TODAY AT**  
[BrowardBookworms.org](http://BrowardBookworms.org)

Books Available in English & Spanish

Powered By: **DIVISION OF Early Learning**  
LEARN EARLY. LEARN FOR LIFE.

**Broward READS**  
We Commit to the Highest Level of READING





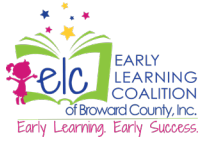
# Family Reading Fun!

**Broward Bookworms** provides **FREE BOOKS** to Broward County families with children between **0 to 5 years of age**.

Families can sign up to receive new books in **English** or **Spanish**, which also includes an activity guide.

*Must be a **Broward County Resident with a child 5 years old or younger**.* Limit two (2) bookworm book bundles per household.

Connect with us on social media using **#BrowardBookworms!**



<b>ITEM/MEETING:</b>	EXC247CA8 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	CRM Software as a Service Procurement Vendor Recommendation
<b>FOR ACTION:</b>	YES
<b>RECOMMENDED ACTION:</b>	Authorize staff to negotiate and facilitate execution of a two-year Agreement with Webauthor.com LLC to supply CRM Software as Service Licenses and Support for a five-year agreement cycle beginning July 1, 2024 pending legal review.
<b>FINANCIAL IMPACT:</b>	Amount Not to Exceed \$100,000 FY25 Budget
<b>ELC STAFF LEAD</b>	C. Klima

**Background:**

In April 2024 staff released a Request for Proposals (RFP) for one or more vendor to supply Customer Relationship Management (CRM) Software as a Service (SaaS) and Support starting in FY25. The Coalition currently uses CRM SaaS to create customized, paperless workflows, public-facing forms for providers, partner agencies and the public and specialized data tracking modules. A CRM currently helps us to expand our impact and improve efficiency. Examples of operational activities that we currently automate include:

- Automate and manage sign-up for provider grants, family book packs and provider match participation.
- Create seamless links for child care referrals from Career Source and CSC-funded family support agencies.
- Track waitlist enrollment mailings, family services task assignments, customer inquiries, VPK assessment kits and ELC administrative contracts, purchasing and equipment inventories among many other things.
- Offer a user-friendly module for quickly and efficiently processing educator stipend applications featuring near real-time tracking of payment status.
- Offer registration services for professional development training.
- Break new ground by providing data and workflow analytics for Coalition business activities.

**Current Status:**

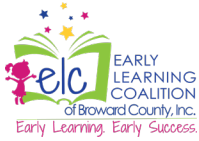
On May 28, 2024 an evaluation committee comprised of Coalition staff convened and recommended that the Coalition select Webauthor.com LLC to provide the services after reviewing proposals and product presentations from four responsive vendors. Webauthor has been in business since 1995 and offers a user-friendly, scalable and customizable CRM platform called “Flexsystem”. Webauthor is the Coalition’s current CRM platform vendor and services are expected to continue seamlessly in FY25.

**Recommended action:**

Authorize staff to negotiate and facilitate execution of a two-year Agreement with Webauthor.com LLC to supply CRM Software as Service Licenses and Support for a five-year agreement cycle beginning July 1, 2024 pending legal review.

**Supporting Documents**

- None



<b>ITEM/ MEETING:</b>	EXC247CA9 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	Revation Systems, Inc Amendment Increase
<b>FOR ACTION:</b>	YES
<b>RECOMMENDED ACTION:</b>	<b>Empower the Chair to Execute an Amendment increase for \$24,301 Revation Systems, Inc Agreement for the period October 1, 2022, to September 30, 2024, pending legal review</b>
<b>FINANCIAL IMPACT:</b>	\$24,301 (\$11,913 FY23 Budget)
<b>ELC STAFF LEAD</b>	C. Klima

**Background**

In June 2021, the ELC Board approved Revation Systems, Inc. (Revation) to supply ELC’s Voice Over Internet Phone (VOIP) services following a public procurement authorized at the April 2021 Board meeting. Staff initiated contract negotiations in the ensuing weeks to ensure a smooth transition from ELC’s previous vendor, Mitel. Revation system has now been providing services since October 1, 2021, and there are two years remaining on the Agreement.

**Current Status:**

In order to further increase the efficiency and effectiveness of communication with clients, staff would like to initiate an Amendment to increase funds by \$24,301 for the Agreement to include the following provisions:

- A new texting feature which will allow Family Service staff members the ability to send text messages directly to clients from the Revation app on their laptops.
- The new feature will be an additional **\$825.84/month x 24 months** with a one-time fee of **\$4,480**. We are currently paying **\$7,253.14/month**, which will come out to a total of **8,079/month** starting October 1, 2022- September 30, 2024.

Fiscal Year	Number of Service Months	Monthly Service Fees Per FY	One-time upgrade fee	New Text feature fee	Total Cost
FY23	9	\$65,278	\$4,480	\$7,433	\$77,191
FY24	12	\$87,038		\$9,910	\$96,948
FY25	3	\$21,759		\$2,478	\$24,237
<b>Total</b>	<b>24</b>				<b>\$198,376</b>

**Recommended Action:**

Empower the Chair to Execute an Amendment increase for \$24,301 Revation Systems, Inc Agreement for the period October 1, 2022, to September 30, 2024, pending legal review

**Supporting Documents:**

None

<b>ITEM/MEETING</b>	EXC247CA10 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	Goren Cherof FY 2025 Agreement Legal Services
<b>FOR ACTION:</b>	Yes
<b>RECOMMENDED ACTION:</b>	<b>Approve FY 2025 Goren Cherof Doody &amp; Ezrol PA Agreement for Legal Services Pending Outside Counsel Legal Review</b>
<b>FINANCIAL IMPACT:</b>	Not to Exceed \$75,000 FY 2025 Budget
<b>ELC STAFF LEAD</b>	C. Klima

**Background:**

In April 2022, ELC selected Goren, Cherof, Doody & Ezrol PA, a Broward-based law firm specializing in not for profits and local governments, through a public procurement to provide General Counsel legal services to the Coalition’s Board and staff. In FY 2024, General Counsel Julie Klahr recommended that the Coalition use a portion of the annual allocation for Goren Cherof to enter into a contract with a second law firm, Bryant, Miller and Olive, PA to provide services related to labor matters that require specialized knowledge and experience (see separate action item for Bryant Miller). Between these two law firms, the overall allocation for legal services totals \$100,000 annually.

Fiscal year 2025 will be the third year of a five-year cycle for services.

**Current Status:**

Goren, Cherof, Doody & Ezrol PA continues to provide quality legal services. Bob de la Fuente of the law firm Lehtinen Schultz, LLC will review this Agreement on behalf of the Coalition as outside counsel. Staff recommend that the Board approve FY 2025 Agreement for Legal Services with Goren Cherof Doody & Ezrol PA Pending Outside Counsel Legal Review

**Recommendation:**

Approve FY 2025 Goren Cherof Doody & Ezrol PA Agreement for Legal Services Pending Outside Counsel Legal Review

**Supporting Documentation:**

- Agreement Scope of Work

## **Exhibit A**

### ***Scope of Services***

#### **1) DEFINITIONS: None**

#### **2) DESCRIPTION OF THE WORK AND/OR SERVICES:**

The Vendor was selected to provide services on April 11, 2022 through Coalition public procurement No. PR22-5034-00-FY22 Request for Qualifications. The services under this agreement shall align with the intent and purpose of the Vendor's submission to the Coalition in response to this procurement and the following Coalition service requirements:

- a. Serve in the capacity of Coalition General Counsel
- b. Provide timely legal advice and serve as a trusted advisor to the Board of Directors, Executives, Committees, and all Department Heads of the Early Learning Coalition while ensuring all requests for legal services are promptly addressed with the highest priority.
- c. Attend all Coalition Board meetings.
- d. Attend all Audit, Finance, Executive, Nominating and Governance Committee meetings.
- e. Attend other Committee or staff meetings upon request.
- f. Review and provide legal approval and guidance based on statutory, regulatory and funding requirements including but not limited to scope of work, budget and budget modifications for contracts, professional service agreements, purchases, settlement agreements, RFP's, ITN's, RFQ's and leases.
- g. Respond to questions of a legal nature, provide guidance to Board and staff in the interpretation, implementation and adherence to all laws, regulations and any other applicable policies to ensure compliance.
- h. Conduct research and analysis of specific legal questions, prepares memoranda and provide comments on documents submitted for review from a legal perspective.
- i. Provide guidance, general legal advice, opinions and representation in a variety of legal areas including, but not limited to:
  - Florida Government in Sunshine/Public Records/Roberts Rules/Governance
  - State and Federal Contracts Law/Compliance
  - State/Federal Procurement
  - Employment Law
  - Insurance/Risk Management
  - Public Assistance Fraud/Compliance
  - Provider Claims
  - Employment
  - Non-Profit Corporate Law
  - Public Law and Civil Litigation

- j. Declare any potential conflict of interest with the Early Learning Coalition's staff and/or vendors.
- k. Perform related duties as needed.

**3) BILLING AND SCHEDULE:**

The Vendor agrees to submit invoices detailing the services rendered monthly itemized by hours billed and matter. The Vendor shall be paid for services rendered in accordance with the schedule of fees set forth in the Vendor's Attorney Client Fee Contract, **Attachment 1 of this Exhibit A**, in an amount not to exceed **One Hundred Thousand Dollars (\$100,000)**.

In the event there is a conflict between **Section 3 of Exhibit A** of this Agreement and **Section 3 (Compensation and Billing)** of this Agreement in terms of the time of invoicing and payment, **Section 3 of Exhibit A** of this Agreement shall prevail. Except as stated herein, all other matters concerning compensation and billing hereunder shall be as set forth in Section 3 of this Agreement.

**4) THE FLORIDA BAR RULES:**

The contractual relationship and obligations of the parties shall at all times be subject to the Rules Regulating The Florida Bar.

**RATE SCHEDULE**

**A. IDENTIFICATION**

Client: EARLY LEARNING COALITION OF BROWARD COUNTY, INC.

Matters: General Matters

**B. HOURLY RATES FOR LEGAL PERSONNEL**

Partners \$250.00/hour

Associates \$250.00/hour

Law Clerks \$125.00/hour

Paralegals \$125.00/hour

**C. STANDARD CHARGES**

We charge for our time in minimum units of .10 hours.

**D. COSTS AND EXPENSES**

In-office photocopying \$0.35/page

Facsimile transmittal \$10.00

File retrieval costs \$50.00

Credit card payments will be subject to a 3% service charge.

Costs and expenses not specifically listed, such as overnight delivery or outsourced printing, shall be charged at actual cost.

<b>ITEM/MEETING</b>	EXC247CA11 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	Agreements for Specialized Legal Services
<b>FOR ACTION:</b>	Yes
<b>RECOMMENDED ACTION:</b>	1. Ratify Agreement with Bryant, Miller, Olive PA for FY25 Employment Law-Related Legal Services 2. Ratify Agreement with the Klausner, Kaufman, Jensen & Levinson PA for FY25 ERISA-Related Legal Services
<b>FINANCIAL IMPACT:</b>	Not to Exceed \$50,000 FY 2025 Budget
<b>ELC STAFF LEAD</b>	C. Klima

**Background:**

In 2022, ELC selected Goren, Cherof, Doody & Ezrol PA (Goren Cherof), a Broward-based law firm specializing in nonprofit and local government legal matters, through a public procurement to provide General Counsel legal services to ELC’s Board and staff. The scope of the contract services with Goren Cherof included employment law services that Goren Cherof previously handled through attorneys at the firm that specialize in this practice area. Due to staffing changes within the firm in July 2023, Goren Cherof recommended that the Coalition engage a specialized law firm to cover this element of the Goren Cherof Scope of Work to efficiently provide access to needed expertise in a collaborative arrangement with Goren Cherof. ELC subsequently executed an agreement for services from July 1, 2023 to June 30, 2024 at the same rates established for Goren Cherof through procurement. A portion of the total allocation for General Counsel legal services was applied to this Agreement The vendor’s qualifications and the Agreement Scope of Services are attached as supporting documents.

Also in July 2023, ELC staff requested Goren Cherof’s assistance in engaging a law firm that specializes in ERISA and Retirement law to assist the ELC in navigating ongoing compliance matters with ELC’s 403B Retirement plan (Plan) and to provide expert advisory services to the staff and board in securing Plan service providers. ERISA and Retirement Plan legal services were not included in Goren Cherof’s scope of services. Julie Klahr connected staff with Robert Klausner, of Klausner, Kaufman, Jensen & Levinson. ELC subsequently executed an agreement for services from July 1, 2023 to June 30, 2024. The vendor’s qualifications and the Agreement Scope of Services are attached as supporting documents.

**Current Status:**

Both specialty law firms continue to provide quality services and will be renewed for a second year in the following amounts. Although these amounts are within the signing threshold of the CEO, staff recommend that the Board ratify the Agreements since the Board is vested with particular fiduciary responsibility for the type of matters included in the scopes of work. The annual allocations for all services, including the General Counsel are as follows:

Service Area	Vendor	Amount	Notes
Labor	Bryant Miller Olive	\$25,000	
ERISA Compliance	Klausner Group	25,000	
	<b>Subtotal Specialty Services</b>	<b>\$50,000</b>	
<i>General Counsel</i>	<i>Goren Cherof</i>	<i>75,000</i>	<i>Separate Action Item</i>
	<b>Total All Legal Services</b>	<b>\$125,000</b>	

**Recommendations:**

1. Ratify Agreement with Bryant, Miller, Olive PA for FY25 Employment Law- Related Legal Services in an amount not to exceed \$25,000.
2. Ratify Agreement with the Klausner, Kaufman, Jensen & Levinson PA for FY25 ERISA-Related Legal Services in amount not to exceed \$25,000

**Supporting Documentation:**

- Bryant Miller Olive Qualifications and Scope of Services
- Klausner, Kaufman, Jensen & Levinson Qualifications and Scope of Services



## **Exhibit A**

### ***Scope of Services and Billing***

**1) DEFINITIONS: None**

**2) DESCRIPTION OF THE WORK AND/OR SERVICES:**

The Vendor was selected to provide services based on qualifications and cost analysis to provide employment law training and advisory services to the Coalition Board and staff. The Vendor's Credentials are attached to this Agreement as **Exhibit B**.

The Scope of Services will include (but are not limited to):

- A. Assist Coalition staff in updating and strengthening Coalition human resource policies in consultation with the Coalition's General Counsel:
  - a. Provide model policies that align with all applicable State and Federal Laws
  - b. Advise Coalition staff is customizing policies to ensure:
    - i. Alignment with Coalition business model and culture
    - ii. Alignment with insurance policy requirements and other risk mitigation best practices
    - iii. Compliance with funding contract requirements
    - iv. Plain language presentation so that policies can be easily understood by and explained to staff, management and Board members.
  - c. Assist Coalition staff in presenting policies to the Coalition Board and discussing risk mitigation strategies.
- B. Provide separate in-person training sessions on employment law topics relevant to the Coalition Board, Coalition management and Coalition non-management staff. Including, but not limited to, such topics as:
  - a. Discrimination
  - b. Sexual Harassment
  - c. Wage and Hour Laws, including overtime and paid time off, among other issues
  - d. Family and Medical Leave Act
  - e. Americans with Disabilities Act
  - f. Health Insurance Portability and Accountability Act of 1996
  - g. Drug Free and Smoke Free Work Place
  - h. Workplace Conduct and Communication
  - i. Remote Work/Telework Issues
  - j. Confidentiality Obligations
  - k. Privacy Issues
  - l. Hiring and Firing
  - m. Performance Evaluations
  - n. Progressive Discipline

- o. Whistleblower Claims
  - p. Retaliation Claims
- C. Provide Ad hoc advisory services to Coalition Board and Management to mitigate Coalition risk and avoid claims.
  - D. Review Coalition insurance policy coverage
  - E. Provide legal representation in response to labor or employment law-related claims in collaboration with Coalition General Counsel and/or Counsel designated by insurance carriers as appropriate.
  - F. Declare any potential conflict of interest with the Early Learning Coalition's staff and/or vendors.

**3) BILLING AND SCHEDULE:**

The Vendor agrees to submit invoices detailing the services rendered monthly itemized by hours billed and matter. The Vendor shall be paid for services rendered in accordance with the schedule of fees set forth in the Vendor's Attorney Client Fee Contract, **Attachment 1 of this Exhibit A**, in an amount not to exceed **Thirty Five Thousand Dollars (\$35,000)**.

In the event there is a conflict between **Section 3 of Exhibit A** of this Agreement and **Section 3 (Compensation and Billing)** of this Agreement in terms of the time of invoicing and payment, **Section 3 of Exhibit A** of this Agreement shall prevail. Except as stated herein, all other matters concerning compensation and billing hereunder shall be as set forth in Section 3 of this Agreement.

**4) THE FLORIDA BAR RULES:**

The contractual relationship and obligations of the parties shall at all times be subject to the Rules Regulating the Florida Bar

**[This Section Intentionally Left Blank]**

## **Exhibit A Attachment 1**

### ***Attorney Client Fee Contract***

June 27, 2023

**VIA ELECTRONIC MAIL: jklahr@gorencherof.com**

Ms. Christine Klima  
Chief Administrative Officer  
Early Learning Coalition of Broward County  
1475 West Cypress Creek Road, Suite 301  
Fort Lauderdale, Florida 33309  
c/o Julie Klahr, Esquire  
General Counsel  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

**Re: Engagement for Legal Services**

Dear Ms. Klima:

Thank you for selecting Bryant Miller Olive P.A. (BMO") to represent the Early Learning Coalition of Broward County. Attached please find an Agreement for Legal Services. The Agreement formalizes the terms of the representation and will govern it. Please read it carefully. If you have any questions, please do not hesitate to contact me. Note that the Agreement provides that the representation as to this matter will not begin until the Agreement is signed by both Parties.

If, after full consideration, you agree, please sign and date the Agreement and return a signed copy to me, either by email or hard copy.

I appreciate the confidence you have put in me and in BMO and this opportunity to be your attorneys.

Sincerely,



David C. Miller

Attachment

**AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services is entered into, by, and between the Early Learning Coalition of Broward County (the “Client”), and Bryant Miller Olive P.A. (the “Firm” or “BMO”).

1. Commencement of Representation. BMO’s representation of Client in this Matter – the date on which an attorney-client relationship as to this Matter begins – is the date on which all parties have fully and duly executed this Agreement, except as expressly otherwise provided herein. For purposes of this Agreement, “Matter” means the sole and specific subject described in Paragraph 2, “Scope of Engagement.” The Client agrees that no attorney-client relationship as to this Matter began prior to the date defined herein, regardless of circumstances, belief, or communications from any person, or whether any legal counsel or other services have been rendered prior to that date.

2. Scope of Engagement. The Client has proposed to engage BMO and BMO agrees to be engaged to provide legal counsel and representation in the area of Labor and Employment law (the “Services”). The Services will be provided on an assignment basis. Client will identify the assignment and communicate it in writing to BMO. BMO will respond in writing to the Client whether it accepts the assignment, with or without modifications. Only assignments so made and agreed in writing (which may consist of emails) between Client and BMO will fall within the Scope of the Engagement. The Scope of Engagement consists solely of the Matter expressly defined herein, regardless of any conduct or communication that may suggest otherwise or be inconsistent herewith. No deviation from or expansion of the Scope of Engagement is effective unless agreed to in writing by the Parties. Should legal or other services be required for this Matter that fall outside the Scope of Engagement, the Client hereby represents, with the intention and understanding that BMO will rely upon this representation, that it will either independently obtain such services or will conclude to forego such services and that BMO shall in no case be responsible for either course of action. While BMO may advise the Client if, in its opinion, such services may be advisable or necessary, such advice is not required hereunder and neither such advice nor the omission of such advice shall render BMO responsible for obtaining or providing such services on behalf of the Client or for any claims or liability of any kind arising from the obtaining or failure to obtain such services.

3. Client. The Client is the organization identified in the first, unnumbered paragraph of this Agreement. No other person or entity is the legal client. Client acts through its officials, officers, and employees or agents. However, such individuals are not themselves clients of the firm, even though they act with the authority of the client. BMO’s duties are owed to the client.

4. Staffing. David C. Miller will initially be the BMO attorney primarily performing the Services. Other BMO attorneys, paraprofessionals, and staff may be assigned as advisable, in BMO’s sole discretion, to best provide the Services.

5. Fees and Costs. The Client agrees that the Services will be provided on an hourly fee basis as set forth herein. Fees for Services performed by attorneys will be provided at \$250.00 per hour. Fees for services performed by paralegals or law clerks will be provided at \$125.00 per hour. If travel outside Miami-Dade or Broward counties is required to perform the Services, time incurred in such travel shall be paid by the Client at one-half the applicable hourly rate, provided, however, that work actually performed during travel time shall be paid at the full applicable rate. The Client agrees to pay for costs incurred by BMO pursuant to the provision of the Services. Those costs may include, but are not limited to, costs for computer research, court reporter charges, transcripts, translation or interpretation, mediation, arbitration, copies and printing (at 25 cents per page), facsimiles, and travel (including transportation, lodging, meals, and other costs attendant upon travel) undertaken to provide the Services

6. Payment. BMO will submit Statements of Account to the Client on at least a monthly basis. Client agrees to pay all amounts due within 30 days of the statement date. Should the Client dispute all or part of the charges in a Statement, it will submit to BMO in writing the specific charges it disputes within thirty days of the date of the Statement including the disputed charges. Failure to submit a dispute according

to the terms of this paragraph 5 shall conclusively waive any dispute as to them. If only a part of the charges in a Statement are disputed, the undisputed charges shall be paid within the time limits set forth herein.

7. Conflicts of Interest. BMO has performed a reasonable conflicts clearance investigation and has determined that no conflict of interest exists on its part that would prevent it from undertaking this representation.

8. Cooperation and Communication. The Client agrees to fully cooperate with BMO in the provision of the Services so that BMO can provide the highest quality of legal services to accomplish the Client's goals hereunder. Such cooperation includes full, timely, accurate, and clear communications by Client to BMO of its goals and desires and all other material information regarding the Matter, including prompt notice to BMO of any concerns, questions, or disagreements regarding the conduct of the Services. The Client will make itself, its personnel, and necessary documents and other information timely and reasonably accessible to BMO so that BMO can efficiently perform under the Agreement. The Client will take reasonable steps to ensure the confidentiality of communications between it and BMO and the confidentiality of other information that may be privileged. From time to time, BMO and its attorneys may discuss possible outcomes of the Matter. The Client represents that it understands such statements are opinions and projections only and not guarantees of any particular outcome.

9. Insurance. If the Client suspects that it is covered by insurance for payment of all or any part of its obligations under this Agreement, it will immediately so advise BMO. BMO will not be liable to any claim arising from the Client's failure to provide notice to an insurer. BMO is not responsible for notifying or making a claim to any insurer of the Client.

10. Preservation of Information. If this Matter relates to pending, threatened, or reasonably anticipated litigation, the Client is hereby advised it is under a legal obligation to preserve all information that could reasonably be material to the subject matter of the litigation or that could, through its disclosure, if required, lead to the discovery of admissible evidence. BMO has or will promptly consult with the Client regarding these obligations and, if not, the Client will promptly inquire of BMO about them.

11. Termination. This Agreement may be terminated upon written notice by either party. Immediately upon termination, BMO will be relieved of any and all further responsibility for providing the Services, except as such relief may be limited by applicable rules, law, or court requirements. Upon termination, the Client will have no further monetary obligation to BMO under this Agreement except for payment of all fees and costs incurred to that date or incurred pursuant to further Services provided by BMO pursuant to applicable rules, law, or court requirements. Upon termination of this Agreement, BMO will, at its option, retain, return, or dispose of files relating to this Matter (subject to applicable law, if any). If Client desires the return of all or any portion of those files, it agrees that it will promptly request that return.

12. Third Parties. This Agreement is entered into solely for the benefit of BMO and the Client and not for the benefit of any third party.

13. Information. BMO is bound by and observes the rules relating to the confidentiality of clients and client information. The Client agrees that BMO may now and in the future identify the Client as a current or former client, as the case may be, and may use public information about the Matter and its association with the Client for purposes of marketing or obtaining other business. All such use will be in compliance with applicable rules.

14. Authority. The Parties represent and warrant that each are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

15. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

16. Miscellaneous. This Agreement is governed by the laws of the State of Florida. It will be interpreted, applied, and construed according to its express language and without regard to authorship. This Agreement is the entire agreement regarding its subject matter. The Client has entered into this Agreement solely on the basis of its express terms herein and not in reliance on any other understanding, promise, agreement, or communication whatsoever. Should any portion of this Agreement be judicially determined to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and the Parties will promptly negotiate to replace the invalid or unenforceable portion. **Any dispute arising from the application or interpretation or claimed violation of this Agreement, if not resolved between the Parties, shall be decided by a judge and not a jury in a court of competent jurisdiction in Broward County, Florida.** The Client agrees that venue is proper in Broward County and agrees not to dispute the propriety of such venue. The prevailing party in such litigation shall be entitled to its costs, including its reasonable attorney’s fees, including appellate costs and attorney’s fees. Neither Party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure is defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, governmental act, law, ordinance, rule or regulation, or events which are not the fault or are beyond the control of the Party. This Agreement may be modified only by a writing executed by both Parties. This Agreement and the obligations and duties hereunder may not be transferred or assigned by either Party without the other Party’s written agreement. Failure by either Party to enforce a right hereunder shall not constitute a waiver of such right in the future. Excuse of a default by a Party shall not excuse future defaults. Headings herein are for convenience only and shall be given no legal effect.

17. Electronic Signatures; Electronic Transmission of Signatures. The Parties agree that this Agreement may be executed by electronic signature technology and that such electronic signature shall act as their legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature. Signatures electronically transmitted shall be valid and treated in all respects as original.

18. Benefit of Counsel. The Client is hereby encouraged to obtain the advice of independent legal or other advice regarding the decision to enter into this Agreement. The Client agrees it has obtained such legal or other advice.

WHEREFORE, after ample time and due and fully informed consideration, and knowingly, voluntarily, and with full understanding of the rights and obligations entailed hereunder, and intending to be legally bound, the Parties do hereby agree to the terms and conditions set forth herein.

**BRYANT MILLER OLIVE P.A.**



BY: \_\_\_\_\_  
David C. Miller

Date: July 14, 2023

**EARLY LEARNING COALITION OF BROWARD COUNTY, INC.**

Renee Jaffe  
BY: [Renee Jaffe \(Jul 14, 2023 10:12 EDT\)](#)  
Renee Jaffe, CEO

Date: Jul 14, 2023

**Exhibit B*****Vendor's Credentials***


**Bryant  
Miller  
Olive**

**David C. Miller**  
Attorney

Office phone: 305-374-7349  
dmiller@bmlaw.com  
Office Location: Miami  
vCard

David C. Miller

**PROFESSIONAL SUMMARY**

Mr. Miller is Board-Certified in Labor and Employment Law by the Florida Bar, which designates him as an expert in the field. He represents management exclusively. His primary focus is in three areas: Dealing with labor unions — bargaining, grievances, arbitrations, and litigation; Employment litigation — discrimination, whistleblower, wage/hour, retaliation and other causes of action before federal and state courts and administrative agencies; and human resources counseling — helping managers deal with day-to-day issues, training, compliance, policies and procedures, drafting ordinances, public records, and Sunshine Law.

Mr. Miller also has a strong focus representing public sector employers who sponsor pension plans, helping them with compliance, drafting, dealing with regulators, and litigation. Mr. Miller has appeared in numerous forums, including the Florida Supreme Court; the U.S. Court of Appeals for the Eleventh Circuit; the U.S. Court of Appeals for the District of Columbia Circuit; Florida State District and Circuit courts; the National Labor Relations Board; the Florida Public Employees Relations Commission; the Florida Department of Administrative Hearings; the Florida Commission on Human Rights; the Miami-Dade Equal Opportunity Board; the Broward County Human Rights Division; and local administrative agencies such as pension and personnel boards. Mr. Miller was named in Florida Trend Legal Elite in 2016 and 2019 and named as one of Florida's Super Lawyers every year since 2010.

### **PRACTICE AREAS**

- Labor & Employment
- Litigation
- Appellate Advocacy

### **EDUCATION**

**College:** Newberry College- B.A., *Magna Cum Laude*

**Law School:** Stetson University College of Law- J.D., *Magna Cum Laude*, Stetson Law Review Editorial Board

**Other school or degree:** University of Tennessee- M.S.



## Exhibit A

### *Scope of Services and Billing*

#### 1) DEFINITIONS:

- A. **Coalition Retirement Plan shall mean** the Coalition's Employee 403B Retirement Savings Plan established with the Variable Annuity Life Insurance Corporation (VALIC) effective September 1, 2002, as amended.
- B. **ERISA shall mean** the Employee Retirement Income Security Act of 1974; a federal law that sets minimum standards for most voluntarily established retirement and health plans in private industry to provide protection for individuals in these plans.

#### 2) DESCRIPTION OF THE WORK AND/OR SERVICES:

The Vendor was selected to provide services based on qualifications and cost analysis to provide ERISA legal advisory services to the Coalition in procuring one or more qualified vendors to provide the Coalition staff and Board with specialized plan administration, investment, and fiduciary services for the Coalition Retirement Plan (the Plan). The Vendor's Credentials are attached to this Agreement as **Exhibit B**.

The Scope of Services will include (but are not limited to):

- A. Assist Coalition staff in developing written technical requirements and the scope of services required that the Coalition may incorporate into its standard procurement solicitation document in consultation with the Coalition's General Counsel and in accordance with applicable Florida law.
- B. Assist Coalition staff in developing a plan to advertise the solicitation to ensure multiple qualified vendor responses.
- C. Assist Coalition staff in identifying potential members of a vendor selection committee with sufficient knowledge or experience to make an informed decision during the procurement process.
- D. Assist Coalition staff with raising Coalition Board member awareness of the Fiduciary risks, benefits and responsibilities that are inherent in the Plan and propose options for mitigation.
- E. Provide technical legal advisory services related to ERISA law and best practices for retirement plans to the selection committee and Coalition Board during the vendor selection process.
- F. Assist Coalition staff in negotiating contract terms and conditions with selected vendors if necessary.
- G. Answer ad-hoc ERISA compliance questions from the Coalition Board and staff, as needed.
- H. Declare any potential conflict of interest with the Early Learning Coalition's staff and/or vendors.

**3) BILLING AND SCHEDULE:**

The Vendor agrees to submit invoices detailing the services rendered monthly itemized by hours billed and matter. The Vendor shall be paid for services rendered in accordance with the schedule of fees set forth in the Vendor's Attorney Client Fee Contract, **Attachment 1 of this Exhibit A**, in an amount not to exceed **Twenty Five Thousand Dollars (\$25,000)**.

In the event there is a conflict between **Section 3 of Exhibit A** of this Agreement and **Section 3 (Compensation and Billing)** of this Agreement in terms of the time of invoicing and payment, **Section 3 of Exhibit A** of this Agreement shall prevail. Except as stated herein, all other matters concerning compensation and billing hereunder shall be as set forth in Section 3 of this Agreement.

**4) THE FLORIDA BAR RULES:**

The contractual relationship and obligations of the parties shall at all times be subject to the Rules Regulating The Florida Bar.

**[This Section Intentionally Left Blank]**

**Exhibit A Attachment 1**

***Attorney Client Fee Contract***

THIS AGREEMENT, made this 19th day of June, 2023, and effective July 1, 2023, by and between EARLY LEARNING COALITION OF BROWARD COUNTY, INC. (hereinafter referred to as the "CLIENT") and KLAUSNER, KAUFMAN, JENSEN & LEVINSON, a partnership of professional associations (hereinafter referred to as the "ATTORNEY").

WITNESSETH:

WHEREAS, the CLIENT is desirous of retaining the services of the ATTORNEY to provide legal counsel to the CLIENT; and

WHEREAS, the ATTORNEY is desirous of providing these services to the BOARD;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree to the following:

1. Services. The ATTORNEY shall provide legal services to the CLIENT in drafting and assisting in the evaluation of a request for proposal and responses for a third party retirement administrator as more fully described in the attached agreement and scope of work.

2. Compensation. In consideration of the foregoing work, the BOARD agrees to compensate the ATTORNEY for all legal services at the rate of FOUR HUNDRED (\$400.00) DOLLARS per hour for attorneys. This fee is computed on an hourly basis in 1/10th hour increments. Travel time is billed at 1/2 time. This rate shall be guaranteed for the term of the agreement, at which time a new fee may be quoted. All billing is by line item and with detail. Out-of-pocket costs and disbursements made by the Firm on behalf of the CLIENT will be reimbursed as billed. Overnight and bulk mail costs are billed as incurred. Photocopies shall be billed at \$.25 per page.

3. Representations. The ATTORNEY represents that it has expertise in the area of public employee retirement systems and is competent to perform the duties required by this Agreement.

4. Fiduciary Responsibility. The parties recognize that the role of the ATTORNEY in representing the CLIENT is that of a fiduciary and the ATTORNEY shall act in accordance with generally accepted principles of fiduciary responsibility.

5. Insurance

a. The ATTORNEY shall procure and maintain in full force and effect during the term of this Agreement, Professional Liability Insurance with a limit of not less than \$5,000,000.00 aggregate. The ATTORNEY shall provide the CLIENT with proof of the required insurance, if requested, in a form acceptable to the CLIENT prior to the commencement of this Agreement and at least annually thereafter during the month of October. The ATTORNEY shall notify the CLIENT immediately in writing if the required insurance policy is cancelled, materially changed, or not renewed. The CLIENT may be named as a Certificate Holder on such policy, at the CLIENT'S option.

b. The ATTORNEY shall procure and maintain in full force and effect during the term of this Agreement, Cyber Liability Insurance with limits set forth in the attached Indication of Terms. The ATTORNEY shall provide the CLIENT with proof of the required insurance, if requested, in a form acceptable to the CLIENT prior to the commencement of this Agreement and at least annually thereafter during the month of May. The ATTORNEY shall notify the CLIENT immediately in writing if the required insurance policy is cancelled, materially changed, or not renewed. The CLIENT may be named as a Certificate Holder on such policy, at the CLIENT'S option.

6. Public Records

ATTORNEY will comply with public records laws, specifically to:

a. Keep and maintain public records required by the CLIENT to perform the service.

b. Upon request from the CLIENT or its public records custodian, provide the CLIENT 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 this chapter or as otherwise provided by law.

c. 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 ATTORNEY does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to CLIENT all public records in possession of ATTORNEY or keep and maintain public records required by the CLIENT to perform the service. If ATTORNEY transfers all public records to CLIENT upon completion of the contract, ATTORNEY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ATTORNEY keeps and maintains public records upon completion of the contract,

ATTORNEY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CLIENT, upon request from CLIENT or its public records custodian, in a format that is compatible with the information technology systems of CLIENT.

**IF ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

Kasey Lafrance, Contract Administration Manager  
Early Learning Coalition of Broward County, Inc  
1475 W Cypress Creek Rd, Suite 301  
Fort Lauderdale, FL  
Email: [contracts@elcbroward.org](mailto:contracts@elcbroward.org)

7. Section 448.095, Florida Statutes. The ATTORNEY agrees to register with and use the E-Verify system to verify the work authorization status of all employees hired on and after January 1, 2021. Additionally, the ATTORNEY agrees to require any subcontractor to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
8. Prior Agreements. This Agreement supersedes all prior agreements with the ATTORNEY, oral or written.
9. Applicable Law. The parties agree that all acts performed under this Agreement are deemed performed in Florida. This Agreement shall be interpreted in accordance with the laws of the State of Florida.
10. Modification. This Agreement may be modified or revised only by written amendment signed by the CLIENT and by the ATTORNEY.
11. Notices. All written communications from the ATTORNEY to the CLIENT shall be addressed to:

Christine Klima, Chief Administrative Officer  
Early Learning Coalition of Broward County, Inc  
1475 W Cypress Creek Rd, Suite 301  
Fort Lauderdale, FL  
Email: [cklima@elcbroward.org](mailto:cklima@elcbroward.org)

All written communications from the CLIENT to the ATTORNEY shall be addressed to:

Robert D. Klausner  
Klausner, Kaufman, Jensen & Levinson  
7080 N.W. 4th Street  
Plantation, Florida 33317  
Email: Bob@robertdklausner.com

Notices addressed in the above manner and sent by certified mail, registered mail or delivered by hand, shall be sufficient under this Agreement. Any party may designate a different address by notifying the other party of such new address in writing.

12. Termination. This Agreement may be terminated with or without cause upon thirty (30) days written notice. The terms of the Agreement shall remain in effect as is unless modified in writing.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

**CLIENT**

*Renee Jaffe*

Renee Jaffe (Jun 15, 2023 11:50 EDT)

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Chief Executive Officer

**KLAUSNER, KAUFMAN, JENSEN & LEVINSON  
A Partnership of Professional Associations**

*Robert Klausner*

Robert Klausner (Jun 8, 2023 09:53 EDT)

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PARTNER

## **Exhibit B**

### ***Vendor's Credentials***



Mr. Klausner is the principal in the law firm of Klausner, Kaufman, Jensen & Levinson. For 44 years, he has been engaged in the practice of law, specializing in the representation of public employee pension funds. The firm represents state and local retirement systems in more than 25 states and territories and is listed in the U.S. News & World Report's Best Law Firms. Mr. Klausner has assisted in the drafting of many state and local laws on public employee retirement throughout the United States. Mr. Klausner is a frequent speaker on pension education programs and has also published numerous articles on fiduciary obligations of public employee pension trustees. He is co-author of the book *State and Local Government Employment Liability*, published by Thomson-Reuters West Publishers and is the author of the first comprehensive book on the law of public employee retirement systems, *State and Local Government Retirement Law: A Guide for Lawyers, Trustees, and Plan Administrators*, originally published in April 2009, and an expanded version published annually. Mr. Klausner graduated Phi Beta Kappa from the University of Florida with a Bachelor of Arts and from the University Florida College of Law with the degree of Juris Doctor. Since 1995, Mr. Klausner has been listed in the publication *The Best Lawyers in America* and holds an "AV pre-eminent" rating, the highest rating for competence and ethics, from Martindale Hubbell national lawyer rating service. In 2008, Mr. Klausner successfully represented the Commonwealth of Kentucky and the Kentucky Retirement Systems in the United States Supreme Court in *Kentucky Retirement Systems v. Equal Employment Opportunity Commission*, 128 S. Ct. 2361 (2008). Mr. Klausner lives in Cooper City, Florida with his wife of 45 years, Kathy. They have four daughters, 4 sons-in law, and 7 beautiful grandchildren.



<b>ITEM/MEETING</b>	EXC247CA12 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	Purchase Order to access ATT Florida State Term Contract for Cellular Services
<b>FOR ACTION:</b>	Yes
<b>RECOMMENDED ACTION:</b>	<b>Authorize FY 2024 Purchase Order to access AT&amp;T Florida State Term Contract for Coalition Cellular Services</b>
<b>FINANCIAL IMPACT:</b>	Not to Exceed \$95,000 FY 2025 Budget
<b>ELC STAFF LEAD</b>	C. Klima

**Background:**

In FY 2022 staff selected ATT through a public procurement for State Term Contracted Vendor cellular services. As an eligible user of State Term Contract Vendors, the Coalition can leverage the terms of the State’s Master Agreement with the vendor to avoid protracted contract compliance negotiations with a large global vendor such as AT&T and streamline service negotiations using a simple purchase order process.

**Current Status:**

Coalition staff that travel or that work in multiple locations such as provider sites or training locations are required to carry Coalition-issued mobile phone devices to ensure appropriate confidentiality and retention of Coalition communication and records. In FY 2025 an estimated 103 staff will need to carry Coalition-issued mobile phones and 22 staff will need to carry Coalition-issued hotspots.

**Recommended Action:**

Authorize FY 2025 Purchase Order to access AT&T Florida State Term Contract for Coalition Cellular Services

**Supporting Documentation:**

None



<b>ITEM/MEETING:</b>	EXC247CA13 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	FY 2025 Sole sourced award to Teachstone, Inc.
<b>FOR ACTION:</b>	YES
<b>RECOMMENDED ACTION:</b>	<b>Authorize Staff to Issue a Sole Sourced Award and Purchase Order to Teachstone, Inc. for Required, CLASS® Trainings</b>
<b>FINANCIAL IMPACT:</b>	Not to Exceed \$50,000 FY25 Budget
<b>ELC STAFF LEAD</b>	C. Klima

**Background:**

In accordance with the Coalition’s Grant Agreement with the Division of Early Learning (DEL), all Early Learning Coalitions are required to conduct child care program assessments to score the quality of teacher-child interactions in each classroom. DEL requires all Coalitions to use CLASS® (Classroom Assessment Scoring System) to conduct program assessments of childcare classrooms in accordance with Florida Statutes 1002.82(2)(n) and Rule 6N-4.740, F.A.C. Teachstone, Inc. is the sole sourced vendor for the CLASS® assessment tool, trainings required to certify its use and all related materials under its trademark. Child Care Programs wishing to enter into a Contract with the Coalition for School Readiness or VPK reimbursements are required to have a CLASS Score of 4 or higher.

**Current Status:**

Coalition Staff that conduct program assessments must receive periodic training from Teachstone, Inc. to become certified to use the CLASS assessment tool. The proposed award will include off-the-shelf online CLASS Observer Certification Trainings for FY 2025 and materials.

Once authorized by the Board, staff will issue the award as follows:

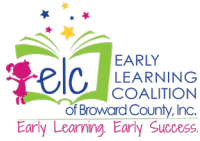
1. Post a ‘Notice of Intended Single Source Purchase’ on our website for a period of seven (7) calendar days
2. Post a ‘Notice of Intended Decision to Enter into a Single Source Contract’ for 72 hours following the initial posting period.
3. Issue a Purchase Order pending DEL approval and legal review.

**Recommended action:**

Authorize Staff to Issue a Sole Sourced Award and Purchase Order to Teachstone, Inc. for Required, CLASS® Trainings

**Supporting Documents**

None



<b>ITEM/MEETING:</b>	EXC247CA14 / Executive Committee
<b>DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	Request for Qualifications for FY25 Independent Contractor CLASS Observers
<b>FOR ACTION:</b>	YES
<b>RECOMMENDED ACTION:</b>	Authorize staff to release a Request for Qualifications (RFQ) for up to three (3) Independently Contracted and Certified CLASS® Observers.
<b>FINANCIAL IMPACT:</b>	Not to Exceed \$100,000 per year beginning July 1, 2024
<b>ELC STAFF LEAD</b>	C. Klima

**Background:**

The Florida Department of Education Division of Early Learning DEL Grant Agreement requires all Early Learning Coalitions to conduct program assessments of School Readiness (SR) and VPK classrooms to measure the quality of teacher child interactions using the Classroom Assessment Scoring System (CLASS®). Providers must be assessed at a minimum score in order to qualify for an SR or VPK Contract each year and can receive tiered reimbursement pay ranging from 3 to 7 percent if their scores are higher.

To assess approximately 1,600 classrooms as required each year (625 for SR and 975 for VPK), Broward maintains 28 trained and certified CLASS Observers on staff and engages 2-3 independent contractors. The independent contractors assist with coverage at peak activity times during the year, they fill scheduling gaps when Coalition staff go out on leave and they provide an outside option for providers that wish to have a second assessment performed independently.

Since the total expenditure for all vendors is expected to exceed Florida’s level II purchasing threshold of \$35,000, the services must be solicited through a formal competitive public procurement.

**Current Status:**

Staff plan to issue a Request for Qualifications (RFQ) procurement solicitation on or about July 1, 2024. Contract negotiation with the selected vendor(s) would follow with an August 15, 2024 target start date. Observers are paid a flat rate of \$350 per assessment and may conduct up to 90 assessments in a year.

**Recommended action:**

Authorize staff to release a Request for Qualifications (RFQ) for up to three (3) Independently Contracted and Certified CLASS® Observers.

**Supporting Documents**

- None



<b>ITEM #/MEETING:</b>	EXC247CA15 / Executive Committee
<b>MEETING DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	Risk Management Insurance Policies
<b>FOR ACTION:</b>	YES
<b>RECOMMENDED ACTION:</b>	<b>Approve Proposed FY25 Risk Management Insurance Policy Renewals and Coverage Levels</b>
<b>FINANCIAL IMPACT:</b>	\$69,000 Liability, Cyber & D&O <u>\$194,357 Workers Compensation</u> \$263,357 Total
<b>ELC STAFF LEAD</b>	C. Klima

**Background**

In accordance with Fiscal Policies, staff prepare and present proposed commercial insurance policies and coverage levels annually for Board review. AJ Gallagher provides brokerage and advisory services for these policies.

**Current Status**

The coverage lines listed below comply with all funder contract requirements and meet ELC current business operational needs. AJ Gallagher Brokers is currently marketing our 2025 Renewal Options for Commercial Liability & Property, Professional Liability, Director’s & Officers, and Cyber Coverage and have provided premium estimates for these coverages that are aligned with what we currently have. Worker’s Compensation will come up for renewal later in the year, but our carrier is projecting a \$150,000 increase in premium based on job classification changes they made during a recent audit. Staff have disputed some of those classification changes and are awaiting a response. We anticipate bringing updated information on the outcome of that dispute to the September Board meeting cycle.

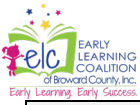
Type of Policy	Carrier	Coverage	Term
Commercial Liability & Property	Florida Insurance Trust	\$1M General \$3M Aggregate \$1M Hired Auto \$2M Umbrella \$500K Property Value	June 2024- May 2025
Professional Liability & Sexual Abuse & Molestation	Florida Insurance Trust	\$1M Total	June 2024- May 2025
Director’s & Officers	Florida Insurance Trust	\$3M Total \$10K Per Incident EPLI Deductible 5K Per Incident Other Deductible	June 2024- May 2025
Cyber Coverage	Travelers	\$1M Breach \$1M Liability \$1M Cyber Crime \$1M Business Interruption	July 2024- June 2025
Worker’s Compensation	The Hartford	\$1M Per Incident	Oct 2023- Sept 2024
ERISA Fidelity Bond	Florida Insurance Trust	\$268K	June 2024- May 2025

**Recommendation**

Approve Proposed FY25 Risk Management Insurance Policy Renewals and Coverage Levels

**Supporting Documents**

None



<b>ITEM #/MEETING:</b>	EXC247CA16 / Executive Committee
<b>MEETING DATE:</b>	June 4, 2024
<b>SUBJECT:</b>	Employee Health Benefit Policy Renewals
<b>FOR ACTION:</b>	YES
<b>RECOMMENDED ACTION:</b>	<b>Approve Proposed FY25 Employee Health Benefit Insurance Policy Renewals and Coverage Levels</b>
<b>FINANCIAL IMPACT:</b>	\$3,555,900 Florida Blue <u>354,273 Sunlife</u> \$3,910,173 Total Estimated Premiums
<b>ELC STAFF LEAD</b>	C. Klima

**Background**

In accordance with Fiscal Policies, staff prepare and present proposed commercial insurance policies and coverage levels annually for Board review. AJ Gallagher provides brokerage and advisory services for these policies.

**Current Status**

The coverage lines listed provide health and wellness insurance for ELC staff. 91% of Coalition staff have elected to participate in health plans and 100% are eligible for Disability and Life insurance. The FY2024-25 Plan Year runs from August 1, 2024 to July 31, 2025. Brown & Brown provides brokerage services for these plans. Medical Benefit Premiums will increase by 5.5% over the prior year, Dental, Vision and Short-Term Disability premiums will rise by approximately 14%. All other premiums remain unchanged.

Type of Policy	Carrier	Coverage	Term
Medical HMO & PPO Plans	Florida Blue	Preventive 100% Deductible Range \$0-\$1,000 Max Out of Pocket \$2,500-\$3,500 Office Visit Co Pay \$15-\$45 Procedure Co Pay \$45-\$200	August 2024- July 2025
Dental PPO	Sunlife	Preventive 100% Basic Procedures 90% Major Procedures 60%	August 2024- July 2025
Vision VSP	Sunlife	Annual Exam \$10 Annual Lenses \$15 Frames Allowance \$130 +	August 2024- July 2025
Short Term Disability Long Term Disability Accidental Death & Dismemberment Group Life	Sunlife	60% Pay up to 12 Weeks 60% Pay to Retirement Age \$100,000 Benefit \$100,000 Benefit	August 2024- July 2025

**Recommendation**

Approve Proposed FY25 Employee Health Benefit Insurance Policy Renewals and Coverage Levels

**Supporting Documents**

None

ITEM#/MEETING	EXC247RB1 / Executive Committee
MEETING DATE:	June 4, 2024
SUBJECT:	FY FY2025 Estimated Related Party Purchases and Agreements
FOR ACTION:	Yes
RECOMMENDED ACTION:	Approve FY 2025 Estimated Related Party Purchases and Agreements
FINANCIAL IMPACT:	\$5,549,103
ELC STAFF LEAD	C. Klima

**Background Information:**

In accordance with Florida Statutes and the DEL Grant Agreement, related parties must declare a conflict and abstain from voting for related party contracts and purchases where they are an interested party as an individual or as an organizational representative.

According to the Coalition’s DEL Grant Agreement (the full text of the section is attached), related party activities and/or conflicts of interest occur when for any transaction the benefits of an interested party may be seen as competing with those of the State of Florida. Such conflicts of interest:

- May be financial or non-financial.
- May include actual, potential, and perceived conflicts of interest.
- Include organizational conflicts of interest that occur because of a relationship with an affiliate or subsidiary organization.
- May occur due to governing board members and/or active entity employees.

**Current Status:**

Below is a list of estimated amounts of FY 2025 related party purchases and agreements.

Item No.	Estimated Amount	Related Party and Affiliated Organization	Activity
a.	\$4,172,000	Daniel Foganholi/Broward County Public Schools	Provider Contracts for VPK Services
b.	\$785,000	Melody McDonald / Future Kids Academy At Sunrise	Provider Contract for SR and/or VPK Services
c.	\$278,000	Kristie Castillo / Viva Christian Academy	Provider Contract for SR and/or VPK Services
d.	\$25,000	Cindy Arenberg Seltzer / Children’s Services Council of Broward County	Sponsorship for annual publication of the Broward County Family Resource Guide
e.	\$289,103	Howard Bakalar, ELC Employee and A.D Henderson Foundation Board Member	Revenue Contract for Peer Navigator Program

**Recommended Action:**

Approve FY 2025 Estimated Related Party Purchases and Agreements

**Supporting Documentation:**

- Related party disclosure requirements under DEL Grant Agreement

**DEL FY2023-24 GRANT AGREEMENT  
EXHIBIT III AUDIT REQUIREMENTS (Page 54)**

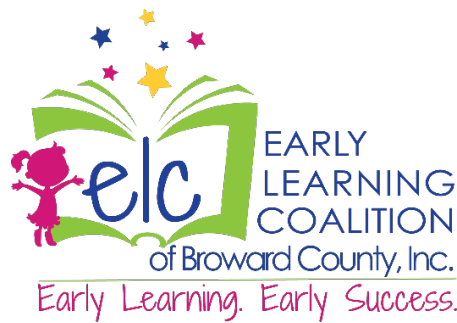
- 2. Related party disclosures.** The ELC shall ensure all related party transactions are included in the financial statement footnote disclosures in accordance with requirements defined in Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 850, *Related Party Disclosures*. In addition, the grantee shall comply with all applicable provisions of Chapter 112, F.S., Public Officers and Employees, as required by s. 1002.83(9) and s. 1002.84(21), F.S., for related party transactions.
  - 2.1.** Documentation of related party activity to support proper written notification to the entity's governing board is required and must be submitted to DEL for review/acceptance. Such supporting documentation includes the following items.
    - 2.1.1.** The impacted individual must complete the necessary conflict of interest disclosure forms.
    - 2.1.2.** Any governing board member(s) benefiting from the activity must disclose the conflict of interest in advance in writing and must abstain from the vote process.
    - 2.1.3.** Meeting minutes that reflect a valid vote of approval by two-thirds vote of the entire membership of the governing board.
    - 2.1.4.** A copy of the agreement or written summary of the transaction including the start date, purpose, amount/cost incurred, and funding/OCA code(s) charged.
    - 2.1.5.** Related documentation to verify compliance with state purchasing rules.
  - 2.2.** No related party activities may be executed without approval from the Division.
    - 2.2.1.** Transactions under \$25,000 must be submitted to DEL for processing within thirty (30) days after receipt of governing board approval.
    - 2.2.2.** Transactions of \$25,000 or more must be submitted to DEL for prior written approval before the contract/agreement/activity can be executed.
  - 2.3.** Related party activities and/or conflicts of interest occur when for any transaction the benefits of an interested party may be seen as competing with those of the State of Florida. Such conflicts of interest:
    - 2.3.1.** May be financial or non-financial.
    - 2.3.2.** May include actual, potential, or perceived conflicts of interest.
    - 2.3.3.** Include organizational conflicts of interest that occur because of a relationship with an affiliate or subsidiary organization.
    - 2.3.4.** May occur due to governing board members and/or active entity employees.
  - 2.4.** The ELC shall submit one electronic copy of the support files described above in Section 2.1 and any other supporting files considered necessary electronically to the report recipient indicated in Exhibit VI, List of Reports. If the ELC does not have access to the DEL SharePoint site, DEL will provide alternative written instructions.

## ELC Broward Contract List 2023-2024

Funder or Vendor Name	Amount	Purpose	Type	Term	Status
Division of Early Learning	\$150,739,951	<i>School Readiness, VPK, PDG &amp; Stimulus</i>	Revenue	7/1/23-6/30/24	Active
A.D. Henderson Foundation	\$160,000	<i>Peer Support Specialist Positions</i>	Revenue	7/1/23-6/30/24	Active
Broward County	\$2,342,795	<i>SR Match &amp; Special Needs</i>	Revenue	10/1/22- 9/30/27	Active
Children's Services Council	\$3,503,028	<i>Financially Assisted Child Care</i>	Revenue	10/1/23-9/30/24	Active
Children's Services Council	\$3,348,317	<i>Vulnerbale Populations</i>	Revenue	10/1/23-9/30/24	Active
City of Fort Lauderdale	\$75,000	<i>SR Match Funds</i>	Revenue	10/1/23-9/30/24	Active
City of Hollywood	\$10,000	<i>SR Match Funds</i>	Revenue	10/1/23-9/30/24	Active
City of Pompano Beach	\$21,500	<i>SR Match Funds</i>	Revenue	10/1/23-9/30/24	Active
City of Deerfield Beach	\$30,000	<i>SR Match Funds</i>	Revenue	10/1/23-9/30/24	Active
United Way	\$130,000	<i>SR Match Funds</i>	Revenue	7/1/23-6/30/24	Active
University of Florida	\$90,000	<i>Training Courses for providers</i>	Revenue	9/1/23-8/31/24	Active
Children's Forum	\$1,128,205	<i>INCENTIVE\$<sup>®</sup> Program</i>	Subrecipient	7/1/23-6/30/24	Active
First Call for Help/211	\$461,092	<i>Community Referral Services</i>	Subrecipient	7/1/23-6/30/24	Active
Accessible Comm for the Deaf	\$1,300	<i>Interpretation Services</i>	Vendor	8/13/18 Ongoing	Active
AT&T	\$93,900	<i>Cell Phones and Hot Spots</i>	State Term PO	7/1/23-6/30/24	Ongoing
BlueJean Software, Inc.	\$33,000	<i>Hosting and Support Services</i>	Vendor	7/1/23-6/30/24	Active
Bertelsen Education	\$48,300	<i>Professional Development Training</i>	Vendor	1/16/24-6/30/24	Active
Bryan, Miller, Olive, Attorneys	\$35,000	<i>Labor and employment legal services</i>	Vendor	7/15/23-6/30/24	Active
Causetech DBA Achieve	\$9,463	<i>Website Hosting</i>	Vendor	7/1/23-6/30/24	Active
Carmen Nicholas	\$33,500	<i>Independent CLASS Observer</i>	Vendor	7/1/23-6/30/24	Active
Comcast	\$6,724	<i>Internet</i>	Vendor	7/1/23-6/30/24	Active
Crown Center	\$416,078	<i>Office Lease (est. annual cost)</i>	Lease	2/1/19-1/31/29	Active
EPIC Educational & Consultant Services, LLC	\$20,000	<i>Professional Development</i>	Vendor	1/16/24-6/30-24	Active
First Day Learning, Inc.	\$99,400	<i>Professional Development</i>	Vendor	1/16/2024-6/30/24	Active
FL Dept of Law Enforcement	\$1,863/yr	<i>LiveScan Service (est. annual cost)</i>	Vendor	10/29/18-Ongoing	Active
Frog Street Press, LLC	\$16,000	<i>Professional Development</i>	Vendor	1/16/24-6/30/24	Active
Goren, Cherof,Dooddy,Ezrol, PA	\$100,000	<i>Legal Services</i>	Vendor	8/1/23-6/30/24	Active
Intermedia.net, Inc.	\$30,150	<i>Office 365 &amp; Support</i>	Vendor	7/1/2023-6/30/2024	Active
Jaybee Educational Consultant	\$20,800	<i>Professional Development</i>	Vendor	1/16/24-6/30/24	Active
Kaplan Early Learning Company	\$30,600	<i>Professional Development</i>	Vendor	1/16/24-6/30/24	Active
Keefe McCullough, LLP	\$43,100	<i>External Audit Preparation</i>	Vendor	7/1/23-6/30/24	Active
Klausner, Kaufman, Jensen, Levinson	\$25,000	<i>Retirement plan legal services</i>	Vendor	7/1/23-6/30/24	Active
Learning Beyond Paper, Inc.	\$26,250	<i>Professional Development</i>	Vendor	1/16/24-6/30/24	Active
One Beat	\$20,000	<i>CPR Training for Providers</i>	Vendor	7/1/23-6/30/24	Active
Revation Systems, Inc.	\$261,113.04	<i>Telecommunications Services</i>	Vendor	9/15/21-9/30/24	Active
Teaching Strategies Gold LLC	\$95,200	<i>Professional Development</i>	Vendor	1/16/24-6/30/24	Active
The Journey Institute, Inc.	\$24,000	<i>Professional Development</i>	Vendor	1/16/24-6/30/24	Active
School Board Broward County	\$12,605.51/yr	<i>Gulfstream Early Learning Ctr</i>	Lease	9/5/22-9/4/25	Active
Sharp	\$14,353.12	<i>Copier and Printer Rental</i>	State Term PO	11/1/20-9/1/25	Active
Sorenson Consulting	\$29,000	<i>Professional Development Training</i>	Vendor	2/1/24-6/30/24	Active
Teaching Strategies Gold	\$12,950	<i>Child Assessment Software</i>	Vendor	7/1/23-6/30/24	Active
Trusaic	\$6,500	<i>Monthly Fee for up to 500 W2's</i>	Vendor	6/1/23-6/30/24	Active
Webauthor	\$75,000	<i>CRM Software</i>	Vendor	7/1/23-6/30/24	Active
Brown & Brown	\$0	<i>Information Sharing Agreement</i>	MOU	8/1/20-7/31/26	Active
Broward County	\$0	<i>Crisis Intervention &amp; Support</i>	MOU	11/18/20-11/17/25	Active
Child Abuse Prevention -CAPTA	\$0	<i>Interagency Referrals Cooperation</i>	MOU	9/1/21-8/31/26	Active



School Board Broward County	\$0	<i>Community Partnership</i>	MOU	1/20/2021-6/1/2045	Active
Seventeenth Circuit Court	\$0	<i>Cooperation Agreement</i>	MOU	6/23/20-Ongoing	Active
University of Florida	\$0	<i>Data Use Agreement</i>	MOU	1/1/19-Ongoing	Active
Women in Distress	\$0	<i>Community Partnership</i>	MOU	6/2/21-6/1/24	Active



**Legend:**

**Bolded Items: Recently Added/Updated**

*Grayed Out: Past Events*

## Board Engagement Calendar FY 23-24

### Childcare Small Business Site Visits

**\*Please Reach out to Lizbeth DelVecchio at [Ldelvecchio@elcbroward.org](mailto:Ldelvecchio@elcbroward.org) if you would like to RSVP for a site visit.**

Date	Childcare Center Name	Address	Time
<i>Sep. 13, 2023</i>	<i>Delmar Arts Academy at the Y</i>	<i>1409 NW 6th St, Fort Lauderdale, FL 33311</i>	<i>9:30 AM - 11:00 AM</i>
<i>Oct. 10, 2023</i>	<i>My Little Family Center</i>	<i>18433 Pines Blvd. Pembroke Pines, FL 33029</i>	<i>9:30 AM - 11:00 AM</i>
<i>Nov. 8, 2023</i>	<i>Preschool Kids Planet</i>	<i>328 E Hillsboro Blvd, Deerfield Beach, FL 33441</i>	<i>9:30 AM - 11:00 AM</i>
<i>Mar. 13, 2024</i>	<i>Nur Ul Islam</i>	<i>10600 SW 59th St, Cooper City, FL 33328</i>	<i>9:30 AM - 11:00 AM</i>
<i>Apr. 10, 2024</i>	<i>CANCELLED</i>		
<i>May. 8, 2024</i>	<i>Temple Beth Emet Day School</i>	<i>4807 S Flamingo Rd, Cooper City, FL 33330</i>	<i>9:30 AM - 11:00 AM</i>

### Small Wine Shop Fundraiser

**\*Please Reach out to Lizbeth DelVecchio at [Ldelvecchio@elcbroward.org](mailto:Ldelvecchio@elcbroward.org) if you would like to RSVP for a site visit.**

Date	Location	Time
<i>Oct. 5, 2023</i>	<i>Small Wine Shop, 410 N Andrews Ave, Fort Lauderdale, FL 33301</i>	<i>6:00 PM – 8:30 PM</i>

### ELC Board Meet, Greet, & Eat Social

**ELC Broward: 1475 W. Cypress Creek Rd., Suite 301, Fort Lauderdale, FL 33309**

Date	Location	Time
<i>Sep. 11, 2023</i>	<i>ELC Broward, Training Room</i>	<i>8:30 AM – 9:30 AM</i>
<i>Oct. 16, 2023</i>	<i>ELC Broward, Training Room</i>	<i>8:45 AM – 9:30 AM</i>
<i>Dec. 11, 2023</i>	<i>ELC Broward, Training Room</i>	<i>8:45 AM – 9:30 AM</i>
<i>Feb. 12, 2024</i>	<i>ELC Broward, Training Room</i>	<i>8:45 AM – 9:30 AM</i>
<i>May. 6, 2024</i>	<i>ELC Broward, Training Room</i>	<i>8:45 AM – 9:30 AM</i>

### ELC Lunch & Learn Workshops \*Optional\*

**ELC Broward: 1475 W. Cypress Creek Rd., Suite 301, Fort Lauderdale, FL 33309**

Date	Topic	Location	Time
<i>Sep. 21, 2023</i>	<i>Strategic Plan</i>	<i>ELC Broward, Training Room</i>	<i>12:00 PM – 1:00 PM</i>
<i>Oct. 30, 2023</i>	<i>Advocacy</i>	<i>ELC Broward, Training Room</i>	<i>12:00 PM – 1:00 PM</i>
<i>Jan. 12, 2024</i>	<i>Special Needs</i>	<i>ELC Broward, Training Room</i>	<i>12:00 PM – 1:00 PM</i>
<i>Feb. 15, 2024</i>	<i>FAST (Cancelled)</i>	<i>ELC Broward, Training Room</i>	<i>12:00 PM – 1:00 PM</i>
<i>Mar. 20, 2024</i>	<i>Conflicts of Interest</i>	<i><a href="#">Zoom</a></i>	<i>12:00 PM – 1:00 PM</i>
<i>Jun. 25, 2024</i>	<i>Lunch &amp; Learn- Labor Training, Discrimination</i>	<i><a href="#">Zoom</a></i>	<i>12:00 PM – 1:00 PM</i>

### Get Ready for Kindergarten: A Day in K Event

**\*Please Reach out to Lizbeth DelVecchio at [Ldelvecchio@elcbroward.org](mailto:Ldelvecchio@elcbroward.org) if you would like to RSVP for a site visit.**

Date	Location	Time
<b>Jun. 11, 2024</b>	<b>Museum of Discovery Science, 401 SW 2nd St, Fort Lauderdale, FL 33312</b>	<b>5:00 – 8:00 PM</b>

## Monthly PLAN Meetings

**ELC Broward: 1475 W. Cypress Creek Rd., Suite 301, Fort Lauderdale, FL 33309**

Date	Location	Time
Sep. 20, 2023	ELC Broward, Training Room	10:00 AM - 11:00 AM
Oct. 18, 2023	ELC Broward, Training Room (Cancelled due to AELC Training Camp Week)	10:00 AM - 11:00 AM
Nov. 15, 2023	ELC Broward, Training Room	10:00 AM - 11:00 AM
Dec. 20, 2023	ELC Broward, Training Room	10:00 AM - 11:00 AM
Jan. 17, 2024	ELC Broward, Training Room	10:00 AM - 11:00 AM
Feb. 21, 2024	ELC Broward, Training Room	10:00 AM - 11:00 AM
Mar. 20, 2024	ELC Broward, Training Room	10:00 AM - 11:00 AM
<b>Apr. 17, 2024</b>	<b>ELC Broward, Training Room; Provider Appreciation Celebration</b>	<b>10:00 AM - 11:00 AM</b>
May 15, 2024	ELC Broward, Training Room	10:00 AM - 11:00 AM
Jun. 19, 2024	ELC Broward, Training Room	10:00 AM - 11:00 AM

## Legislative Meetings

**\*Please Reach out to Lizbeth DelVecchio at [Ldelvecchio@elcbroward.org](mailto:Ldelvecchio@elcbroward.org) if you would like to RSVP for a legislative meeting.**

Date	Individual	Location	Time
TBA	TBA	TBA	TBA
TBA	TBA	TBA	TBA
TBA	TBA	TBA	TBA
TBA	TBA	TBA	TBA
TBA	TBA	TBA	TBA

## Notable Early Learning Conferences

**\*Please Reach out to Melody Martinez at [Mmartinez@elcbroward.org](mailto:Mmartinez@elcbroward.org) if you would like assistance organizing accommodations\***

Dates	Conference Name	Location	Registration Info
Sep. 19-20, 2023	Zero to Three Learn Conference	Minneapolis Convention Center- Minneapolis, MN	<a href="#">Click to Register</a>
Oct. 5-8, 2023	Council for Professional Recognition CDA - Early Educators Leadership Conference (Leading Career Pathways to Equity)	Renaissance Orlando at SeaWorld- Orlando, FL	<a href="#">Click to Register</a>
Oct. 11-15, 2023	Florida Association for the Education of Young Children (FLAEYC)	Moni Orlando Resort- Orlando, FL	<a href="#">Click to Register</a>
Nov. 15-18, 2023	NAEYC Annual Conference	Nashville, TN	<a href="#">Click to Register</a>
Nov. 28-Dec. 1, 2023	Division for Early Childhood's 39 <sup>th</sup> Annual International Conference on Young Children with Disabilities and their Families	Hilton Minneapolis- Minneapolis, MN	<a href="#">Click to Register</a>
Jan. 22-25, 2023	National Head Start Winter Leadership Institute	Crystal City, VA	<a href="#">Click to Register</a>
Mar. 7-9, 2024	Southern Early Childhood Association Conference	Crown Plaza Atlanta Perimeter - Atlanta, GA	<a href="#">Click to Register</a>
Mar. 7-10, 2024	American Montessori Society - The Montessori Event	Gaylord Palms Resort and Convention Center - Orlando, FL	<a href="#">Click to Register</a>
Mar. 8-9, 2024	Rocky Mountain Early Childhood Conference	Denver Marriott Tech Center - Denver, CO	<a href="#">Click to Register</a>
Mar. 11-12, 2024	International Conference on Play-Based Learning and Early Childhood Curriculum	Miami, FL	<a href="#">Click to Register</a>
Mar. 14-16, 2024	Virginia Association for the Education of Young Children (vaeayc)	Roanoke, VA	<a href="#">Click to Register</a>
Apr. 3-4 2024	InterAct CLASS Summit	San Diego, CA	<a href="#">Click to Register</a>
Apr. 15-19, 2024	National Training Institute on Effective Practices: Addressing Challenging Behavior (NTI) Conference	Tampa Marriott Water Street - Tampa, FL	<a href="#">Click to Register</a>
Apr. 15-18, 2024	National Head Start Conference	Oregon Convention Center - Portland, OR	<a href="#">Click to Register</a>
May. 19-22, 2024	Childcare Aware 2024 Symposium	Arlington, VA	<a href="#">Click to Register</a>
May 23, 2024	2024 FL Prosperity & Economic Opportunity Solution Summit	Coral Springs, FL	<a href="#">Click to Register</a>
Jun. 26-30, 2024	FL Family Childcare Home Association Annual Conference	Clearwater Beach, FL	<a href="#">Click to Register</a>
Jun. 26, 2024	2024 FL Learners to Earners Workforce Solution Summit	Tampa, FL	<a href="#">Click to Register</a>



MUSEUM OF DISCOVERY AND SCIENCE

# I'm Going to KINDERGARTEN

In Partnership with



## FREE Kindergarten Ready Event

Children will enjoy sneak peeks into kindergarten while parents learn to prepare for the transition. Explore the Museum and gather school resources from community partners.

**WHO:** Kindergarten-Bound Children and Their Family (4 total)

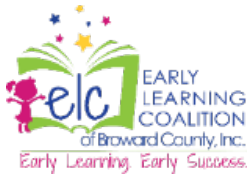
**WHEN:** Tuesday, June 11 • 5 p.m. – 8 p.m.  
(Light dinner provided)

**WHERE:** Museum of Discovery and Science

**STEM Educational Activities • Giveaways  
School Readiness • Games & More**

Register today by scanning the QR code.





# ELC of Broward County

## FY 2023-2024 Board/Committee Meetings Calendar

July 2023						
Su	Mo	Tu	We	Th	Fr	Sa
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
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August 2023						
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September 2023						
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October 2023						
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November 2023						
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December 2023						
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31						

January 2024						
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February 2024						
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March 2024						
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31						

April 2024						
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May 2024						
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June 2024						
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30						

**Board Mondays/9:30 am**

- Sep 11, 23
- Oct 16, 23
- Dec 11, 23
- Feb 12, 24
- Mar 11, 24
- May 6, 24 (9am)
- Jun 17, 24

**Finance/Executive Tuesdays/1:30 pm**

- Aug 29, 23
- Oct 3, 23
- Dec 5, 23
- Jan 23, 24
- Feb 27, 24
- Apr 30, 24
- Jun 4, 24

**Governance Mondays**

**Nominating Wednesdays**

- Oct 11, 23, 12:00 pm
- Dec 4, 23, 2:00 pm
- Jun 10, 24, 10:00 am

**Audit Wednesdays**

- Aug 30, 23, 2:30 pm
- Mar 5, 24, 3:00 pm
- May 3, 24, 10:30 am

**Program Review**

- Aug 28, 23, 2:00 pm
- Jan 12, 24, 12:00 pm
- Apr 2, 24, 12:00 pm
- May 21, 24, 3:00 pm

**Ad-Hoc Fundraising:**

- Aug 30, 23, 12:30 pm
- Nov 29, 23, 2:30 pm
- Feb 12, 24, 12:00 pm
- Jun 17, 24, 12:00 pm

**ELC Offices closed for holidays on:**

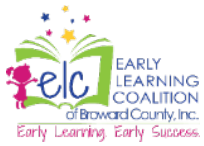
July 4; Sep 4; Nov 10, 22, 23, 24; Dec 25, 26, 29; Jan 1,2; 15; Feb 19; May 27

**Federal Holidays:**

Oct 9 Columbus  
June 19 Juneteenth

**Holidays:**

Sep 25 Yom Kippur  
Sep 30 Sukkot  
Dec 8 Hanukkah Start  
Dec 15 Hannukah Ends  
Dec 26 Kwanzaa  
Feb 14 Ash Wed/Lent  
Mar 19 Spring Break week  
Mar 29 Good Friday  
April 23 Passover Starts



# ELC of Broward County

## FY 2024-2025 Board/Committee Meetings Calendar

July 2024							August 2024							September 2024							October 2024							November 2024							December 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
January 2025							February 2025							March 2025							April 2025							May 2025							June 2025						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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														30	31																										

**Board**  
**Mon. at 9:30 am**

- Sep 10, 24
- Oct 14, 24
- Dec 16, 24
- Feb 10, 25
- Mar 10, 25
- May 12, 25
- Jun 16, 25

**Finance/ Exec**  
**Tues. at 1:30 pm**

- Aug 27, 24
- Oct 1, 24
- Dec 10, 24
- Jan 28, 25
- Mar 4, 25
- Apr 29, 25
- Jun 3, 25

**Governance**  
**Mon. at 1:00 pm**

- Aug 26, 24
- Oct 7, 24
- Feb 3, 25
- Jun 9, 25

**Nominating**  
**Wed. at 1:00 pm**

- Aug 28, 24
- Jan 29, 25
- Apr 30, 25
- Jun 4, 25

**Audit**  
**Tues. at 3:30 pm**

- Aug 27, 24
- Oct 10, 25 (NOT Tue)
- Mar 4, 25

**Program Review**

- Aug 29, 24
- Oct 3, 24
- Jan 30, 25
- May 1, 25

**Ad-Hoc Fundraising**  
**Mon. at 12:00 pm**

- Sep 10, 24
- Oct 14, 24
- Feb 10, 25
- May 12, 25

**ELC offices closed for holidays on:**

July 4 Independence; Sep 2 Labor; Nov 11 Veterans; Nov 28 Thanksgiving; Nov 29 Day after Thanksgiving; Dec 25 Christmas; Dec 31 New Years Eve; Jan 1 New Year's Day; Jan 20 MLK; Feb 17 President; May 26 Memorial;

**Federal Holidays:**

Oct 13 Columbus; Jun 19 Juneteenth;

**Holidays:**

Oct 2 – Oct 4 Rosh Hashanah; Oct 11 Yom Kippur; Oct 16 – Oct 23 Sukkot; Dec 25 – Jan 2 Hannukah; Mar 5 Ash Wed/Lent; Mar 24 – 28 Spring Break; Apr 18 Good Friday;

ELC of Broward County

Committee Membership 2023-2024

COMMITTEE	Member Name	Seat	By Laws
<b>EXECUTIVE</b> <i>4 needed for a Quorum</i>	<i>Members consist of the Chair, First Vice-Chair, Second Vice-Chair, Secretary, Treasurer, Immediate Past Chair (if applicable) and each of the chairs of the Standing Committees)</i>		
Officer 1	Laurie Sallarulo	Chair	effective 04/2014 - Governor appointment
Officer 2	Dawn Liberta	First Vice Chair/Governance	effective 12/11/23
Officer 3	Twan Russell	Second Vice Chair	effective June 2020 - Again in 2022
Officer 4	Monica King	Secretary/PRC Chair	effective June 2020 - Again in 2022
Officer 5	Cindy Arenberg Seltzer	Treasurer	effective June 2020 - Again in 2022
	6 Michael Asseff	Nominating Com. Chair	effective June 2020 - Again in 2022
	7 Renee Podolsky	Audit Com. Chair	effective June 2022
<b>FINANCE</b> <i>4 needed for a Quorum</i>	<i>Members appointed by the Chair. Reports directly to the Board and shall consist of at least (5) five Members EXCLUDING CHAIR. No Term Limits</i>		
	1 Cindy Arenberg Seltzer	Chair	
	2 Maria Hernandez	Member	effective 06/14/23
	3 Dawn Liberta	Member (Officer)	effective 02/12/24
	4 Renee Podolsky	Member	
	5 Twan Russell	Member	
	6 Laurie Sallarulo	Member (Board Chair)	
	7 Zachary Talbot	Member	effective June, 2020
<b>PROGRAM REVIEW</b> <i>5 needed for a Quorum</i>	<i>Members appointed by the Chair. Ad Hoc members with particular expertise may be appointed to assist in the given particular area of program. Reports directly to the Board and shall consist of at least (3) members EXCLUDING CHAIR. No Term Limits</i>		
	1 Monica King	Chair	effective 07/13/22
	2 Cindy Arenberg-Seltzer	Member (Officer)	effective 07/01/22
	3 Richard Campillo	Member	effective 07/01/18
	4 Krystie Castillo	Member	effective 02/12/24
	5 Dawn Liberta	Member (Officer)	effective 02/12/24
	6 Melody McDonald	Member	effective 10/06/22
	7 Renee Podolsky	Member	effective 05/10/23
	8 Laurie Salarullo	Member (Board Chair)	effective 07/01/18
	9 Ellie Schrot	Member	effective 06/14/23
<b>AUDIT</b> <i>4 needed for a Quorum</i>	<i>Members elected by Board. Consists of at least (5) five Members including Chair. Ad Hoc Members may be appointed to assist in accounting or financial management experience. No more than (1) one Member of the Finance Committee shall be a Member of the Audit Committee and in no event shall the chair of the Finance Committee be a Member of the Audit Committee. No Term Limits</i>		
	1 Renee Podolsky	Chair	effective 07/01/22 (announced in 6.13.22 Board Meeting)
	2 Michael Asseff	Member (Officer)	
	3 Richard Campillo	Member	effective 10/16/23
	4 Monica King	Member	effective 04/07/17
	5 Dawn Liberta	Member (Officer)	effective 02/12/24
	6 Traci Schwitzer	Member	effective 02/12/24
<b>GOVERNANCE</b> <i>4 needed for a Quorum</i>	<i>Members Elected by Board. Consists of at least (5) five Members, EXCLUDING CHAIR. First Vice Chair shall serve as chair of the Governance Committee. No Term Limits</i>		
	1 Dawn Liberta	Chair	effective 12/11/23
	2 Michael Asseff	Member (Officer)	effective 06/2020
	3 Kirk Englehardt	Member	effective 09/13/21
	4 Carol Hylton	Member	effective 02/2021
	5 Laurie Sallarulo	Member (Board Chair)	effective 09/15/22
	6 Renee Podolsky	Member	effective 10/06/22
	7 Amoy Reid	Member	effective 10/06/22
<b>NOMINATING</b> <i>4 needed for a Quorum</i>	<i>Members Elected by Board. Consists of at least (3) three Members who are not Officers of the Coalition. No Term Limits</i>		
	1 Michael Asseff	Chair	effective 06/30/20
	2 Sharonda Davis-Bailey	Member	effective 04/27/22
	3 Melody McDonald	Member	effective 10/09/23
	4 Amoy Reid	Member	effective 12/19/19
	5 Twan Russell	Member (Officer)	
	6 Laurie Salarullo	Member (Board Chair)	
	7 Julie Winburn	Member	effective 05/2022
<b>AD HOC FUNDRAISING</b> <i>5 needed for a Quorum</i> Re-established 8/2022 Report to Executive Comm	<i>Members Elected by Board. Consists of at least (3) three Members who are not Officers of the Coalition. No Term Limits</i>		
	1 Michael Asseff	Co-Chair	effective 02/13/20 confirmed 08/29/22 Co-Chair effective 06/14/23
	2 Traci Schwitzer	Co-Chair	effective 02/12/24 - Co-Chair effective 03/11/24
	3 Krystie Castillo	Member	effective 02/12/24
	4 Kirk Englehardt	Member	effective 09/20/22
	5 Dawn Liberta	Member (Officer)	effective 02/12/24
	6 Amoy Reid	Member	effective 02/13/20 confirmed 08/10/22
	7 Zachary Talbot	Member	effective 08/30/22



**Early Learning Coalition of Broward County  
Finance & Executive Committee Attendance Chart FY 2023-2024**

**QUORUM # NEEDED: 4**

	<b>FINANCE</b>	<b>Position</b>	<b>Term Started</b>	<b>Term Exp</b>	<b>Aug-29</b>	<b>Oct-03</b>	<b>Dec-05</b>	<b>Jan-23</b>	<b>Feb-27</b>	<b>Apr-30</b>	<b>Jun-04</b>	<b>TOTAL FY ABSENCES</b>
1	<b>Cindy Arenberg Seltzer</b>	<b>Chair</b>	Jun-20	Jun-24	V	V	V	V	V	ABS		1
2	Maria Hernandez	Member	Jul-23		ABS	V	V	ABS	ABS	ABS		4
3	Dawn Liberta	Member (Officer)	02/12/24						V	V		0
4	Renee Podolsky	Member			V	V	V	V	V	V		0
5	Twan Russell	Member			V	V	V	ABS	V	V		1
6	Laurie Sallarulo	Member (Board Chair)			V	ABS	V	V	V	V		1
7	Zachary Talbot	Member	Jun-20		V	V	ABS	V	V	ABS		2

**QUORUM # NEEDED: 4**

	<b>EXECUTIVE</b>	<b>Position</b>	<b>Term Started</b>	<b>Term Exp</b>	<b>Aug-29</b>	<b>Oct-03</b>	<b>Dec-05</b>	<b>Jan-23</b>	<b>Feb-27</b>	<b>Apr-30</b>	<b>Jun-04</b>	<b>TOTAL FY ABSENCES</b>
1	<b>Laurie Sallarulo</b>	<b>Chair</b>	Apr-14		V	ABS	V	V	V	V		1
2	Dawn Liberta	First Vice Chair/Governance	Dec-23					V	V	V		0
3	Twan Russell	Second Vice Chair	Jun-20	Jun-24	V	V	V	V	V	V		0
4	Monica King	Secretary/PRC Chair	Jun-20	Jun-24	V	V	V	V	V	V		0
5	Cindy Arenberg Seltzer	Treasurer	Jun-20	Jun-24	V	V	V	V	V	ABS		1
6	Michael Asseff	Nominating Chair			V	V	V	V	V	V		0
7	Renee Podolsky	Audit Chair	Jun-22		V	V	V	V	V	V		0

**Members who left During FY 23 - 24 Term**

	<b>FINANCE</b>	<b>Position</b>	<b>Term Started</b>	<b>Last Day</b>	<b>Aug-29</b>	<b>Oct-03</b>	<b>Dec-05</b>	<b>Jan-23</b>	<b>Feb-27</b>	<b>Apr-30</b>	<b>Jun-04</b>	<b>TOTAL FY ABSENCES</b>
1	Dawn Liberta	Member	09/13/21	09/28/23	V							
2												
3												
	<b>EXECUTIVE</b>	<b>Position</b>	<b>Term Started</b>	<b>Last Day</b>	<b>Aug-29</b>	<b>Oct-03</b>	<b>Dec-05</b>	<b>Jan-23</b>	<b>Feb-27</b>	<b>Apr-30</b>	<b>Jun-04</b>	<b>TOTAL FY ABSENCES</b>
1	Dawn Liberta	First Vice Chair/Governance	Jun-20	09/28/23	V							
2												
3												
	V= Virtual Meeting											
	X= Present at meeting											
	ABS= Absent from Meeting											
	P= phone attendance											
	FM= First Meeting											
	LM= Last Meeting											
	Shaded areas - no meeting scheduled											
	O:\Board\Board- Committee & Board Meetings\Board\FY 2023-2024											

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



## FYI - ELC Broward Glossary of Terms (August 2019)

Rev. 7/2019Subject	Acronym	Definition
Ages and Stages Questionnaire®	ASQ	A developmental and social-emotional screening for children from one month to 5 ½ 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 pre-kindergarten 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	<p>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:</p> <p><b>BG1 – At Risk Populations:</b> 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.</p> <p><b>BG3 – Temporary Assistance for Needy Families (TANF), also referred to as Temporary Cash Assistance (TCA)</b> Families who are receiving TCA, and subject to the federal work requirements.</p> <p><b>BG3R – Relative Caregiver</b> 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.</p> <p><b>BG5 – Transitional Child Care (TCC)</b> Family that is transitioning from the receipt of TCA (from a workforce program) into employment, as defined by law.</p> <p><b>BG8 – Income Eligible</b> Family that is economically disadvantaged. Parent must meet income and work requirements, which include employment, educational activities or disability.</p> <p><b>CSC – Children's Services Council Vulnerable Populations Program</b> Eligibility mirrors the Income Eligible (BG8) criteria. Other conditions may be set by CSC, on an as needed (case-by-case) basis.</p>
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		<p>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.</p> <p>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.</p>
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 care programs
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: <a href="#">(ECERS-R) The Early Childhood Environment Rating Scale-Revised</a> <a href="#">(ITERS-R) The Infant/Toddler Environment Rating Scale-Revised</a> <a href="#">(FCCERS-R) The Family Child Care Environment Rating Scale-Revised</a> <a href="#">(SACERS) The School-Age Care Environment Rating Scale</a>
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	HIPPY	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 school environments.
Individual Education Plan	IEP	The plan for individualizing the education of a child over age three with a disability that includes measurable 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 a 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.

Match		Refers to a statutorily specified percentage of program or project costs that must be contributed by an entity in 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	OCC	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	PPF	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 <u>Personal Responsibility and Work Opportunity Act</u> 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.