

BOARD MEETING

December 4, 2024 2:00 p.m. Renaissance World Golf Village and Convention Center Caddy Shack Restaurant

TENTATIVE AGENDA

*Action Item

- I. Call to Order/Roll Call
- II. Public Comment
- **III. ECS Spotlight**
- IV. Approval of Delegation of Authority Items*
- V. Approval of September 11, 2024 Annual Board Meeting Minutes*

VI. New/Unfinished Business

- A. Summary of D. Bell Annual Evaluation- HANDOUT
- B. Approval of ELCNF 2024-2025 Budget *
- C. Approval of Management Decision Recommendation for ECS Audit 2023/2024* *HANDOUT*
- D. Approval of the SR Plan Amendment #10 revisions *
- E. Approval of the Amendment 002-24 Primary Services Contract Episcopal Children's Services*
- F. RETRO APPROVAL (of September 13, 2024) for the purchase of a server from NetGains Technology*
- G. Approval of ELCNF Palatka County Office Lease Extension to January 31, 2026*
- H. Approval of the St. Augustine lease through February 28, 2026*
- I. Approval of Representative of Private for Profit Child Care Providers Board Member Tamela Bocher*
- J. Approval of Private Sector Board Member Andrea Ramirez*
- K. Approval of Ex-Officio Board Member Lisa Koburger *
- L. Review of Board Membership- INFORMATIONAL

VII. Staff and Committee Reports

- A. CEO Report-Verbal
 - <u>1.</u> Review of Understanding the Conflict vote (informational)
- B. Finance Manager's Report
- C. 1st Quarter Program Update



D. Executive Administrative Committee No meetings

VIII. Board Absenteeism Log – INFORMATIONAL

IX. Board Comment

X. Next Meetings

- Wednesday, March 5, 2025 10:30 a.m. Exec/Admin Committee Conference Call Meeting
- Wednesday, May 7, 2025, 10:30 a.m. Board Meeting, Renaissance World Golf Village

XI. Adjournment*

ACTION ITEM SUMMARY

DESCRIPTION	Approval of the Delegation of Authority items
Reason for Recommended Action	The Board designates authority to the Coalition's Office Manager to review and approve the Chief Executive Officer's timesheets, leave requests, work related travel expenses, and other routine operational requests. These documents are made available at each regular Board meeting.
	If this is not done the following would occur: It was recommended by the board to have these items approved at meetings, following the last Accountability Review. Therefore, the ELC is requesting board approval.
How the Action will be accomplished	Board members will review the documents.

Personnel Activity Report

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ANNUAL LEAVE 8/28/2024 AL Balance This PP Accrual This PP Usage 9/10/2024 AL Balance

141.00 8.00 -6.00 143.00

TOTAL SICK LEAVE 8/28/2024 SL Balance This PP Accrual This PP Usage 9/10/2024 SL Balance

102.50 4,00 -10,00 96,50

This PP Usage 9/10/2024 PSL Balance

-10,00

FY24/25 PSL Balance

70.00

LEAVE REQUEST FORM

Name: Dawn E Bell

Date of Request: 8/12//2024

Date(s) / Time of Leave:

Leave Type (See Legend): 08/28 3 hours annual leave 08/29 3 hours annual leave 09/04 6 hours personal sick leave 09/10 4 hours personal sick leave

6 hours annual leave / 10 hours personal sick leave

Approved: Dec hann	Date:	
Not Approved:	Date:	
Comments:		

AL: Annual Leave SL: Sick Leave

PSL: Personal Sick Leave

Early Learning Coalition of North Florida, Inc.

Personnel Activity Report

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	PERSONAL SICK LEAVE	PERSO

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Early Learning Coalition North Florida, Inc.

LEAVE REQUEST FORM

Name: Dawn E Bell

Date of Request: <u>8/12//2024</u>

Date(s) / Time of Leave:

Leave Type (See Legend): 09/16 5 hours annual leave 09/17 4 hours annual leave 09/18 5 hours annual leave 09/19 6 hours annual leave 09/20 6 hours annual leave

26 hours annual leave

Approved: Juhanson	Date: 7/24/2024
Not Approved:	Date:
Comments:	

- AL: Annual Leave
- SL: Sick Leave
- **PSL:** Personal Sick Leave

Early Learning Coalition of North Florida, Inc.

Personnel Activity Report

EMPLOYEE NAME: TITLE:	ü		Dawn E. Beil Chief Execut	Dawn E. Beil Chief Executive Officer								PP End: 10/8/2024	APPROVING AUTHORITY: ELCNF Board TITLE: N/A
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10/8/2024 AL Balance	125.00

101.50	10/8/2024 SL Balance
-3.00	This PP Usage
4.00	This PP Accrual
100.50	9/25/2024 SL Balance
	TOTAL SICK LEAVE

60.00	10/8/2024 PSL Balance
0.00	This PP Usage
60.00	FY24/25 PSL Balance
	PERSONAL SICK LEAVE

Early
Learning
Coalition
North
Florida,
Inc.

LEAVE REQUEST FORM

Name: Dawn E Bell

Date of Request: 9/22//2024

Date(s) / Time of Leave:

Leave Type (See Legend): 09/27 3 hours annual leave 09/30 3 hours annual leave 10/02 2 hours annual leave 10/08 3 hours sick leave

<u>8 hours annual leave / 3 hours sick leave</u>

Approved hechan	Date: 8 /3024
Not Approved:	Date:
Comments:	

- AL: Annual Leave
- SL: Sick Leave
- PSL: Personal Sick Leave

Early Learning Coalition of North Florida, Inc.

Personnel Activity Report

EMPLOYEE NAME:	æ		Dawn E. Bell	sell								PP End: 10/22/2024	APPROVING AUTHORITE ELGINE BOARD
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Percent			0.540541	0.43243	0.00000	0.02703	CT						
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Employee Signature

ANNUALLEAVE	222
10/9/2024 AL Balance	125.00
This PP Accrual	8,00
This PP Usage	-6.00
10/22/2024 AL Balance	127.00

105.50	10/22/2024 SL Balance
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4.00	This PP Accrual
101.50	10/9/2024 SL Balance
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60.00	10/22/2024 PSL Balance	10/22/2
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60.00	25 PSL Balance	FY24/25
	PERSONAL SICK LEAVE	PER

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Check and Initial Once Entered Into PAR Rolf-Up	Check and Initial Once Reviewed & Entered Into Pay Summary		Date	10/22/2024

10/22/2024 Date

Early Learning Coalition North Florida, Inc.

LEAVE REQUEST FORM

Name: Dawn E Bell

Date of Request: 10/12//2024

Date(s) / Time of Leave:

Leave Type (See Legend): 10/11 4 hours annual leave 10/16 2 hours annual leave

<u>6 hours annual leave</u>

Approved: Rechanson	Date: 10/22/2024
Not Approved:	Date:
Comments:	
AL: Annual Leave SL: Sick Leave	

PSL: Personal Sick Leave

Early Learning Coalition of North Florida, Inc.

Personnel Activity Report

EMPLOYEE NAME: TITLE:		Dawn E. Bell Chief Execut	Dawn E. Bell Chief Executive Officer	Ŭ,							PP End: 11/5/2024	APPROVING AUTHORITY: ELCNF Board TITLE: N/A
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31/4/2024 N	6.00	2.00	3.00		1.00					0.00	Reviewing/responding internal documents, e	electronic correspondence and book bag stuffing
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Employee Signature	œ									Date	Арргоv	Approving Authonity Signature Date For Official Use Only: [] Check and initial Once Reviewed & Entered into Pay Summary [] Check and initial Once Reviewed & Entered into Pay Row-Up

This PP Accrual This PP Usage 11/5/2024 AL Balance

127.00 8.00 -8.00 127.00

This PP Accrual This PP Usage 11/5/2024 SL Balance

105.50 4.00 -2.00 107.50

This PP Usage 11/5/2024 PSL Balance

60.00

FY24/25 PSL Balance

60.00

[] Check and initial Once Entered into PAR Roll-Up

TOTAL SICK LEAVE 10/23/2024 SL Balance

ANNUAL LEAVE 10/23/2024 AL Balance

Early Learning Coalition North Florida, Inc.

LEAVE REQUEST FORM

Name: Dawn E Bell

Date of Request: 10/12//2024

Date(s) / Time of Leave:

Leave Type (See Legend): 10/29 4 hours annual leave 10/30 4 hours annual leave 11/05 2 hours personal sick leave

8 hours annual leave / 2 hours personal sick leave

Approved: Rechamson	Date: <u>11</u> 5 / 2024
Not Approved:	Date:
Comments:	
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- SL: Sick Leave
- **PSL:** Personal Sick Leave

Early Learning Coalition of North Florida, Inc.

Personnel Activity Report

EMPLOYEE NAME:			Dawn E. Beil	Seil								PP End: 11/19/2024	VING AUTHORITY:
TITLE:			Chief Exe	Chief Executive Officer								2	TITLE: N/A
and the first									2		Unallocated		
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11/6/2024	W	8.00	3.00	3.00		2.00					0.00	Reviewing/responding internal documents, el-	ectronic correspondence and book bag stuffing
117/2024	-	5.00	2.00	3,00							0.00	Reviewing/responding Internal documents, el	ectronic correspondence and book bag stuffing
11/0/2024	T T	8.00	3.00	2.00		3.00					0.00	Reviewing/responding internal documents, el	0.00 Reviewing/responding internal documents, electronic correspondence and book bag stuffing
11/9/2024	63	3.00	3.00								0.00	electronic correspondence	
11/10/2024	67	3.00	3.00								0.00	0.00 electronic correspondence	
11/11/2024	×	0.00					8.00				8.00	Holiday	8.00 Holiday
11/12/2024	-1	7.00	3.00	4.00							0.00	Reviewing/responding internal documents, el	ectronic correspondence and book bag stuffing
11/13/2024	W	8.00	4.00	4.00							0.00	Reviewing/responding internal documents, el	stectronic correspondence and book bag stuffing
11/14/2024	7	8.00	4.00	4.00							0.00	Reviewing/responding internal documents, al	ectronic correspondence and book bag stuffing
11/15/2024	п	8.00	4.00	4.00							0.00	Reviewing/responding internal documents, al	electronic correspondence and book bag stuffing
11/16/2024	68	3.00	3.00								0.00	0.00 electronic correspondence	
11/17/2024	61	3.00	3.00								0.00	electronic correspondence	
11/18/2024	E	6.00	3.00	3.00							0.00	Reviewing/responding internal documents, al	0.00 Reviewing/responding internal documents, electronic correspondence and book bag stuffing
11/19/2024	4	2.00	2.00								0.00	Reviewing/responding internal documents, el	electronic correspondence and book bag stuffing
Total		72.00	40.00	27.00	0.00	5.00	8.00	0.00	0.00	0.00	8.00		
Percent			0.555556	0.37500	0,00000	0.06944							
Unellocated		8.00		3.00	0.00		111 20						
Total		80.00		30.00	0.00								
Percent			0,55556	0.37500	0.00000	0.06944)	
I hereby affirm that this is a true and complete statement of my hours charged in this period.	nis is a true an	id complete st	atement of my	hours charged in 6	his period.								
Q	R	00								11/19/2024	8	Care	- Auchanou 11/19/2024
Employee Signature	ature										Date	Approvit	Approving Authority Signature Date
													IFOF ONICIAI USE ONLY:

ANNUAL LEAVE 11/6/2024 AL Balance This PP Accrual This PP Usage 11/19/2024 AL Balance

127.00 8.00 0.00 135.00

TOTAL SICK LEAVE 11/6/2024 SL Balance This PP Accrual This PP Usage 11/19/2024 SL Balance

107.50 4.00 0.00 111.50

This PP Usage 11/19/2024 PSL Balance

0.00 60.00

FY24/25 PSL Balance

60.00

Early Learning Coalition North Florida, Inc.

Early Learning Coalition of North Florida, Inc.

ANNUAL BOARD MEETING

The Renaissance World Golf Village and Convention Center September 11,2024 10:30 a.m.

ATTENDANCE

Members Present:

Myrna Allen, *Secretary* Leslie Barstow Ron Coleman Vina Delcomyn – *Vice Chair* Brian Graham Mary Ann Holanchock Krista Joseph Michelle Jonihakis, *Treasurer* Theresa Little Brian McElhone Marsha Peacock Aubrie Simpson-Gotham, *Interim Chair* Michael Siragusa Jessica Stallings

<u>Members Absent</u> Cassandra Bloom Robin Jernigan

Renee Williams, Secretary

Staff Present:

Dawn E. Bell, Chief Executive Officer Marie Hanson, Office Manager Tajaro Dixon, Grants and Operations Manager Susan Pettijohn, Finance Manager Kelly Pearsall-Ruiz, Finance Assistant

Others Present:

Teresa Matheney, ECS Makalya Buchanan, new member Lisa Koburger, new member Mala Ramoutar, new member Bailey Steele, new member Ali Joseph, public

I. CALL TO ORDER/ROLL CALL

Aubrie Simpson-Gotham, Interim Chair called the meeting to order at 10:35 a.m. Roll was taken; quorum was met, with 14 of the 17 board members in attendance.

II. PUBLIC COMMENT- None

III. PROVIDER RECOGNITION

Grants and Operations Manager T. Dixon recognized provider Cheryl Thomas, owner of Thomas Family Daycare Home Inc. Ms Thomas was unable to attend our meeting in person. Ms.

Board Meeting Minutes September 11, 2024 Thomas was the recipient of the ELC supported Family Child Care Homes scholarship which allowed Ms. Thomas to attend their conference. Ms Thomas was very grateful to the ELC for the scholarship and she was able to bring back several new ideas to grow and support her business at higher levels.

IV. APPROVAL OF DELEGATION OF AUTHORITY ITEMS*

The Board designates authority to the Coalition's Office Manager to review and approve the Chief Executive Officer's timesheets, leave requests, work related travel expenses, and other routine operational requests. The delegation items are included in the Board Packet for review. There were no discussions or questions on the items.

APPROVAL OF THE DELEGATION OF AUTHORITY ITEMS*

<u>1.</u> V. Delcomyn motioned to approve the Delegation of Authority Items as presented. T. Little seconded the motion. No discussion. Motion passed unanimously.

V. APPROVAL OF MAY 8, 2024 BOARD MEETING MINUTES*

2. V. Delcomyn motioned to approve the May 8, 2024 Board Meeting Minutes as presented. M. Jonihakis seconded the motion. No discussion. Motion passed unanimously.

VI. NEW/UNFINISHED BUSINESS

A. RETRO-APPROVAL/APPROVAL OF 2022-24 SCHOOL READINESS PLAN AMENDMENT #09*

- RETRO-Approval of Attach I B ELC Org Chart 070124 was revised to reflect the Coalition Organizational Structure as of July 1, 2024.
- Approval of Attach II F ESD_A_1_Screening_Inclusion_Policies_Proc 020123 rev 061224 revisions are to increase reminders to providers regarding the requirement to complete ASQs, thereby increasing the overall compliance.

<u>3.</u> M. Jonihakis motioned the retro-approval of the 2022-2024 School Readiness Plan Amendment #09 T. Little seconded the motion. No further discussion. Motion passed unanimously.

B. RETRO ACTIVE Approval (effective 07/01/24) ELC of North Florida and the University of Florida/Lastinger Center Contract effective 07/01/24 – 06/30/25* This Contract for Services is made and entered into by and between The University of Florida Board of Trustees (a public body corporate of the State of Florida for the benefit of its Lastinger Center for Learning) and the ELC of North Florida.

THIS CONTRACT is to support the implementation of early learning courses [e.g., online only, online with Community of Practice (CoP) Facilitation, and online with Technical Assistance (TA) Coaching] that aligns with quality improvement goals/initiatives, for the Coalition's Child Care Providers. The total contract is **not to exceed \$10,000**.

<u>4.</u> V. Delcomyn motioned the retro-approval of the ELC of North Florida and the University of Florida/Lastinger Center Contract effective 7/01/2024-06/30/2025. M. Peacock seconded the motion. No further discussion. Motion passed unanimously.

C. APPROVAL OF THE AMENDMENT 0001-24 PRIMARY CONTRACT EPISCOPAL CHILDREN'S SERVICES*

- Items #5, 10, and 31 included updates to the <u>School Readiness</u> budgeted amounts, as well as the <u>Additional School Readiness-Related Programs</u> budgeted amounts per the July 1, 2024 and August 9, 2024 Notices of Award.
- Items #14, 15, 16, and 32 included updates to the <u>Voluntary Prekindergarten</u> budgeted amounts as well as the <u>Additional Voluntary Prekindergarten-Related Programs</u> budgeted amounts per the July 1, 2024 and August 9, 2024 Notices of Award.
- 3. Items #6, 28 and 29 included changing the Contractor's responsibility to DEL's responsibility for the parent fee scale and the provider payment rates.
- **<u>4.</u>** Item **#8** was to remove the words, "if applicable" regarding Lastinger Center contracts, as a contract was added effective July 1, 2024.
- 5. Items #1, 7, 9, 13, 19 and 30-37 included renumbering the attachment numbers of the contract, after removing the provider payment rate attachments.
- <u>6.</u> Items #33 and 34 made revisions to/replaced the Prior Approval Guidance and Guide with the newest version dated 070124.
- <u>7.</u> The remaining items were <u>updates from the</u> Division of Early Learning (DEL) 2024/2025 <u>Grant Agreement</u>.

<u>5.</u> M. Hollanchock motioned to approve the Amendment 0001-24 Primary Contracts Episcopal Children's Services. V. Delcomyn seconded the motion. No further discussion. Motion passed unanimously.

D. APPROVAL OF THE ELCNF BUDGET FOR 2024/2025*

The budget is an estimate of expected expenses for the upcoming year. This budget is in accordance with the Notice of Award dated September 10, 2024 and the budget submitted to DEL on September 10, 2024

<u>6.</u> M. Peacock motioned to approve the ELCNF Budget for 2024/2025. M. Siragusa seconded the motion. No further discussion. Motion passed unanimously.

E. APPROVAL OF THE ELCNF 2023-2024 ANNUAL REPORT*

T. Matheny updated the Board that she would include Gold Seal, QPI, and Special Needs Rates to the narrative portion of the report.

7. V. Delcomyn motioned to approve the ELCNF 2023-2024 Annual Report with T. Matheny's additions. T. Little seconded the motion. No further discussion. Motion passed unanimously.

F. RETRO-APPROVAL OF THE ASSOCIATION OF EARLY LEARNING COALITIONS, INC. ANNUAL MEMBERSHIP DUES*

The Association of Early Learning Coalitions, Inc. Annual Membership Dues of \$9,125.00

<u>7.</u> T. Little motioned to approve the Association of Early Learning Coalitions, Inc. membership dues. M. Holanchock seconded the motion. No further discussion. Motion passed unanimously.

G. RETRO APPROVAL (OF AUGUST 20, 2024) FOR THE TRUTECHNOLOGY CONTRACT FOR MANAGED IT SERVICES. CONTRACT EFFECTIVE OCTOBER 1, 2024*

To approve the one-year contract, with four one-year renewals for managed IT services. The contract has:

- Full time Managed services
- Network, Server, Workstation & Asset Management with 24/7 x 365 Monitoring and Management.
- Managed Anti-Virus and Firewall Software for all offices
- Cloud management
- Microsoft Office 365 management
- Monthly fee schedule of \$2,450
- This contract is not to exceed \$29,400

<u>8.</u> L Barstow motioned to retro-approve the Trutechnology contract for managed IT services effective October 1, 2024. V. Delcomyn seconded the motion. No further discussion. Motion passed unanimously.

H. APPROVAL OF SENDING ONE ADDITIONAL BOARD MEMBER TO THE NATIONAL SUMMIT ON EDUCATION 2024 IN OKLAHOMA*

9. L. Barstow motioned to approve sending one additional Board member to the Nationa Summit on Education 2024 in Oklahoma. T. Little seconded the motion. B. Graham, J.Stallings, and M. Holanchock abstained from voting. No further discussion. Motion passed unanimously.

I. APPROVAL OF THE ACCOUNTING AND FINANCIAL POLICIES AND PROCEDURES REVISIONS*

This revision is due to recent discovery of requirement in last release of DEL guidance:

F402 – <u>Capitalized Assets and Inventory Requirements</u>, added language from the most recent DEL Guidance regarding inventory requirements (240.02 Tangible Personal Property revised 070123). A requirement was added back into this guidance that certain types of books must be inventoried.

<u>10.</u> T. Little motioned to approve the Accounting and Financial Policies and Procedures revisions. R. Colemnen seconded the motion. No further discussion. Motion passed unanimously.

J. REVISIONS TO THE COALITION'S PERSONNEL POLICIES AND PROCEDURES MANUAL*

HR303 – <u>Holidays</u>, added this statement: "In addition, the Coalition will observe any other holidays as granted by DEL and per the current DEL grant agreement, as well as any supplemental statewide office closures authorized by the Governor."

HR314 - Tuition Reimbursement, made updates after reviewing other coalition tuition policies:

- Added books as reimbursable, but not other fees or taxes.
- Added if receiving financial aid, that aid must be applied to costs prior to application of Coalition resources.
- Changed grade requirement from a "C" to a "B".
- Added reimbursement amount is at the sole discretion of Coalition management based on budget considerations.
- Added prior approval needed for reimbursements crossing fiscal years.
- Added exceptional circumstances where costs may be reimbursable even if employee was not able to satisfactorily complete the course(s).

<u>11.</u> B. Graham motioned to approve the revisions to the Coalition's Personnel Policies and Procedures Manual. V. Delcomyn seconded the motion. No further discussion. Motion passed unanimously.

K. APPROVAL OF PRIVATE SECTOR BOARD MEMBER VINA DELCOMYN*

Vina Delcomyn's term will be September 2024 to September 2028.

<u>12.</u> R. Coleman motioned to approve the Private Sector Board Member Vina Delcomyn. T. Little seconded the motion. No further discussion. Motion passed unanimously.

L. APPROVAL OF DCF DESIGNEE BOARD MEMBER MALA RAMOUTAR*

Mala is the DCF Designee filling the seat vacated by Cassandra Virgo. Mala is the Administrator for the Family Services Counselor Supervisor, Office of Licensing, at the Department of Children and Families. Mala has over 35 years in public service and education.

Mala Ramoutar's term will be September 2024 to September 2028.

<u>13.</u> T. Little motioned to approve the DCF Designee Board member Mala Ramoutar. L. Barstow seconded the motion. No further discussion. Motion passed unanimously.

M. APPROVAL OF PRIVATE SECTOR BOARD MEMBER BAILEY STEELE*

Bailey has eight years of experience working within a variety of roles in a childcare facility. Bailey has been a part-time summer counselor and a payroll manager for a corporation of facilities with childcare sites in several states. Bailey has a master's degree in accounting. Bailey brings a thoughtful perspective on keeping the focus for early education on the child while maintaining a steady revenue stream.

Bailey Steele's term will be September 2024 to September 2028

<u>14.</u> L. Barstow motioned to approve the private board member Bailey Steele T. Little seconded the motion. No further discussion. Motion passed unanimously.

N. APPROVAL OF PRIVATE SECTOR BOARD MEMBER MAKAYLA BUCHANAN*

Makayla works for the Florida Chamber of Commerce. Makayla has an unwavering commitment for early childhood education and its critical role in shaping our community's future.

Board Meeting Minutes September 11, 2024

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Professionally she has dedicated her career to uniting businesses and stakeholders around early learning initiatives.

Makayla Buchanan's term will be September 2024 to September 2028.

<u>15.</u> B. Graham motioned to approve the private board member Makeyla Buchanan. T. Little seconded the motion. No further discussion. Motion passed unanimously.

O. APPROVAL OF REPRESENTATIVE OF CHILD CARE PROVIDERS: LISA KOBURGER*

Lisa Koburger is a VPK/Pre-K Coordinator for Baker County Pre-K/Kindergarten Center. Lisa has been part of the school's pre-K team for 11 years. Lisa is very interested in giving insight from a provider's point of view and the teachers point of view.

Lisa Koburger's term will be September 2024 to September 2028

<u>16.</u> L Barstow motioned to approve Child Care Provider Representative board member Lisa Koburger. B. Graham seconded the motion. No further discussion. Motion passed unanimously.

P. BOARD MEMBERSHIP REVIEW

D. Bell reviewed upcoming board term dates and overall membership statuses. No discussion or further comments.

Q. ELECTION OF OFFICERS*

By unanimous vote, the following board members were re-elected to serve as the Coalition Officers for the 2024-2025 fiscal year, noting that the term is for three years.:

- Interim Chair: Aubrie Simpson-Gotham
- Vice Chair: Vina Delcomyn
- Treasurer: Michelle Jonihakis
- Secretary: Dr. Myrna Allen

R. STANDING COMMITTEE DISCUSSION AND SIGN-UP

An email was sent to all board members prior to the meeting asking for volunteers to serve on the Executive Admin Committee. The committee requires the four elected officers along with an additional four Board Members.

Based on the responses from Board Members, the following were re-elected to the Executive Administration Committee: A. Simpson-Gotham, V. Delcomyn, M. Jonihakis, M. Allen, Theresa Little and M. Siragusa.

S. CODE OF ETHICS-HANDOUT

The Coalition policy OP202 Code of Ethics was provided in the Board Packet. Board Members and staff did not have any questions regarding the policy. All board members and staff in attendance signed the acknowledgement of compliance and turned them in. Any board member and/or staff who were not in attendance of today's meeting will have their Code of Ethics policy sent to them for review and signature.

CONFLICT OF INTEREST QUESTIONNAIRE-HANDOUT

The Coalition policy OP203 Conflict of Interest was provided in the Board Packet. Board Members and staff did not have any questions regarding the policy. All board and staff in attendance completed and signed the questionnaire portion of the policy and turned them in. Any board member and/or staff who were not in attendance of today's meeting will have their Conflict of Interest policy sent to them for review and signature.

No Comments.

VII. COMMITTEE REPORTS

A. Approval of June 26, 2024 Executive Admin Meeting minutes*

<u>17.</u> V. Delcomyn motioned to approve the Minutes of the June 26, 2024 Executive Admin Meeting. M. Siragus seconded the motion. No further discussion. Motion passed unanimously.

B.

Executive Administrative Committee

- 1. Ratify Approval of the 2022-2024 School Readiness Plan Amendment #08*
- 2. Ratify Approval of the ELCNF insurance coverages with Florida Insurance Trust*

<u>18.</u> R. Coleman motioned CONSENT APPROVAL of the Executive Administrative Committee votes for the June 26, 2024 meeting. M. Siragusa seconded the motion. No discussion, the motion passed unanimously.

VIII. STAFF REPORTS

A. CEO REPORT

D. Bell introduced Board member Krista Joseph's daughter Ali as a guest at our meeting.

D. Bell gave an update on the Finance Manager's position and reported that the interviews are going well.

D. Bell gave an update on the recent cuts the state legislature has made to the the Early Learning Programs. Discussion ensued regarding the devastating effect this is having for families and the long waitlist.

REVIEW OF THE 2023-2024 BOARD SELF EVAULATION RESULTS

D. Bell reviewed the results of the 2023-2024 Board Self Evaluation. This evaluation allows both board and staff members to assess how we are all doing and identifies any gaps that we can provide support through materials or training. Staff looks for those 1 or 2 ratings to see if there may be a gap, whether it is individually or more globally as a board. Twelve Board Members participated in the self-evaluation where overall results was rated a 4.11 or "exceeds expectations".

B. FINANCE MANAGER'S REPORT

Susan Pettijohn, Finance Manager gave the updated Finance Report.

Desk Reviews and Audits

Our external audit for FY2023-2024 will soon begin. There are no other outstanding desk reviews or audits.

Q4 Financial Statements (see att achment.)

Attached are the Q4 financial statements for FY23-24. We have a small year-to-date loss due to the additional vacation accrual posted for this year and due to a revenue item that was reclassed to expense per the January 24 monitoring exercise. Grant expenses are less than anticipated at this time and in direct proportion to the reduction in grant revenue.

Targets and Restrictions

VPK Admin percentage for the year end was 3.744 % which is less than our target of 4%. SR Administration percentage for the year end was 3.762 % which is less than our target of 5%. ARPA admin percentage is currently 3.2 % which is less than our target of 5%.

Early Learning Coalition of North Florida

DRAFT

Balance Sheet

As of June 30, 2024

ASSETS	
Cash, Operating	\$ 2,052,362
Cash, Money Market	62,490
Petty Cash	200
Deposits	850
Prepaid Expense	24
Right of Use Asset	118,560
Equipment	6,498
Less: Accumulated Depreciation	 (6,498)
TOTAL ASSETS	\$ 2,234,486
LIABILITIES	
Episcopal Children's Services Payable	\$ 2,011,371
DEL Advance Payable	170,093
Interest due to OEL	70,249
Other AP	1,037
Current portion of Lease Liability	14,072
Accrued Payroll	21,837
Accrued Vacation	27,194
Accrued Employee Benefits	1,671
Long-Term Lease Liability	105,085
TOTAL LIABILITIES	\$ 2,422,609
Net Assets @06/30/2023	(183,730)
Net change YTD@ 03/31/2024	 (4,393)
Total Liabilities and Net Assets	\$ 2,234,486

Early Learning Coalition of North Florida FY 2023-2024

As of June 30, 2024

Notice of Awards	2/1/20 Annual B			/30/2024 Q4Actual	Favorable (Unfavorable)
School Readiness (SR)	\$	24,523,644	\$	22,934,724 \$	
CRRSA		1,279,153	Ψ	0	(1,279,15
ARPA		3,155,584		12,415,270	(740,3)
Voluntary PreKindergarten (VPK)		8,133,727		17,070,835	(1,062,89
Total Notice of Award	\$	57,092,108	\$	52,420,829 \$	× / / /
Subrecipient Expense	.		¢		
School Readiness (SR)	\$ 2		\$	21,925,700 \$	
CRRSA		1,279,153		0	1,279,15
ARPA		3,155,584		12,415,270	740,31
Voluntary PreKindergarten (VPK)		8,028,296		17,012,467	1,015,82
Total Subreciplent Expense <u>§</u>	55	5,842,108 \$	\$	51,353,437 \$	4,488,67
Grant Funds Available to ELC of North FL	\$ 1	,250,000	\$	1,067,392 🖇	<u>(182.60</u>
Other Donations and Revenue					
Interest Income \$	600	\$		872 \$	272
Quality Teacher's Conference	6,000	Ŧ		6,177	177
Miscellaneous Donations	3,500			1,731	(1,769)
Total Revenues		,260,100 \$		1,076,172 🖇	<u>(183.92</u>
ELC of North Florida Estimated Expense					
Salaries \$	615,000	\$		0,274 \$	4,726
PR Taxes	65,000		4	6,337	18,663
Health Insurance & HSA Contributions	150,000		10	2,427	47,573
Penslon	50,000		29	9,866	20,134
Life, Disability, and WC	18 ,000			7,532	10,468
Staff Development	10,000			9,814	186
Contract Services	15,000			2,500	12,500
Auditing	15,000		1	6,450	(1,450)
Legal	500			0	500
Printing & Reproduction	2,000			0	2,000
Repairs & Maintenance	1,000			0	1,000
Office Sites - Occupancy	70,000		5	0,760	19,240
Postage, Freight & Delivery	4,000			351	3,649
Rentals - Office Equipment	6,000			2,440	3,560
Office Supplies	12,000			7,856	4,144
Communications	22,000			0,637	1,363
D & O Insurance	2,700			3,661	(961)
General Liability	8,700			1,428	(2,728)
Equipment <\$5000	4,500			5,203	(703)
Equipment >\$5000	4,000			0	4,000
Fravel - In State	8,000			5,024	2,976
Fravel - Out of State	6,000			6,584	(584)
Fravel - Local	7,000			5,491	1,509
Bank Fees	500			25	475
Software/Licenses/Support	22,400			0,056	12,344
Web Service	45,000			1,812	(16,812)
other employee expenditures	4,000			1,653	2,347
ADP Fees	9,000			6,394	2,606
Dues & Subscriptions	15,000		1	2,882	2,118
Taxes, Licenses and Fees	800			220	580
٨is <mark>]</mark> .] other Current Charges	9,000		9	9,109 B	Board¹Meetin
					Septembe

Quality Program		65,000	33,778	31,222
Total ELCNorth Florida Estimate	edExpense	1,267,100	1,080,565	186,53S
Surplus or (Loss)	\$	(7,000) \$	(4,393) \$	2,607

4TH QUARTER PROGRAM UPDATE

T. Dixon reported on the following:

Coalition Activities:

- The Division of Early Learning (DEL) Fiscal Monitoring occurred January 29 February 1, 2024. In the final report (May 20, 2024), there was one compliance issue regarding an incorrect allocation. Staff refresher training was held and we are awaiting DEL's acceptance of our corrective action (and close-out letter).
- Coalition and ECS staff held an "Open Discussions Lunch" meeting at the Jacksonville ECS headquarters location April 24, 2024. All ELC staff were able to meet some new ECS staff, including their new CEO, Dr. Natalya Roby. This continues to be a very productive annual meeting and both the ELC and ECS staff look forward to it.
- For best practices, ELC staff attended an internal Procurement "Refresher" training held April 2, 2024.
- The Coalition's COOP (Continuation of Operations Plan) for 2024/2025 was submitted to DEL by the May 1, 2024 deadline.
- The 2024/2025 Coalition's Anti-Fraud Plan was submitted to DEL's Office of Inspector General April 4, 2024, and are awaiting acknowledgement/approval.
- The DEL Grant Agreement as well as the Episcopal Children Services (ECS) contract were completed and approved in time for July 1, 2024 funding and services.
- ELC and ECS staff began data and document collection for the DEL Accountability Review (that is done every other year). The entrance interview is scheduled for July 17, 2024.
- Palatka ELC staff (me [©]) began "Leadership Putnam" May 23, 2024. This is a leadership course held by the Putnam County Chamber of Commerce that will run until September 12, 2024.

Episcopal Children's Services (ECS) Contract Monitoring:

<u>The 2023/2024 Third Quarter Monitoring</u> was performed May 13-24, 2024. This monitoring included all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review were the Data Security Systems Updates, Personnel Records, and DEL Scorecard: Background Screenings. From this review, there were three compliance issues. These required staff refresher training sessions. The staff trainings were held before the final report.

<u>The 2023/2024 Fourth Quarter Monitoring</u> is scheduled for August 12-23, 2024. This monitoring will include all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review will be Data Security Systems Updates, DEL Scorecard: Childcare Provider Monitoring, Non-direct Costs Review (3rd and 4th quarters combined), and Fiscal Year-end Overview.

ALL full reports are available upon request.

EXECUTIVE ADMINISTRATIVE COMMITTEE NO AUGUST MEETING

BOARD ABSENTEEISM LOG- INFORMATIONAL

BOARD COMMENTS

No Comments.

NEXT MEETINGS

The next scheduled meetings are as follows:

- Wednesday, November 6, 2024, 10:30 a.m. Exec/Admin Committee Conference Call Meeting
- Wednesday, December 4, 2024, 2:00 p.m. –Board Meeting, World Golf Village, Caddy Shack Restaurant.

ADJOURNMENT*

10. B. Graham motioned for adjournment at 11:56 a.m. M. Holanchock seconded the motion. No discussion. Motion passed unanimously.

Minutes Submitted By: Marie Hanson, Office Manager

ACTION ITEM SUMMARY

DESCRIPTION	Approval of the FY2024-25 budget for Early Learning Coalition of North Florida.
Reason for Recommended Action	The budget is an estimate of expected expenses for the upcoming year. This budget is in accordance with the Notice of Award dated Sep 24, 2024. The increases will be used for direct services and paid to ECS as needed. If not approved, we will be operating without an approved budget.
How the Action will be accomplished	Board Approval.

Early Learning Coalition of North Florida FY 2024-2025

Notice of Awards	5/8/2024 2024-2025 Initial Budget			9/11/2024 2024-2025 Revision 1		9/24/2024 2024-2025 Revision 2	
School Readiness (SR)	\$	22,000,000	\$	25,210,841	\$	25,752,666	
American Rescue Plan (ARP)	\$	-	\$	-	\$	34,410	
Voluntary PreKindergarten (VPK)		16,000,000		17,583,737		17,583,737	
Total Notice of Award	\$	38,000,000	\$	42,794,578	\$	43,370,813	
	<u> </u>	//	т	,	т	,	
Subrecipient Expense							
School Readiness (SR)	\$	20,895,000	\$	24,070,350	\$	24,612,175	
American Rescue Plan (ARP)	\$	-	\$	-	\$	34,410	
Voluntary PreKindergarten (VPK)		15,895,000		17,500,863		17,500,863	
Total Subrecipient Expense	\$	36,790,000	\$	41,571,213	\$	42,147,448	
	<u> </u>						
Grant Funds Available to ELC of North FL	\$	1,210,000	\$	1,223,365	\$	1,223,365	
Other Donations and Revenue							
Interest Income	\$	600	\$	600	\$	600	
Miscellaneous Donations	,	3,300		2,500		2,500	
Total Revenues	\$	1,213,900	\$	1,226,465	\$	1,226,465	
	<u> </u>		-		-		
ELC of North Florida Estimated Expense							
Salaries	\$	665,000	\$	663,500	\$	663,500	
PR Taxes		51,000		51,627		51,627	
Health Insurance & HSA Contributions		125,000		125,000		125,000	
Pension		35,000		35,002		35,002	
Life, Disability, and WC		9,000		9,000		9,000	
Staff Development		14,000		10,000		10,000	
Contract Services		4,000		5,500		5,500	
Auditing		19,000		20,000		20,000	
Legal		500		500		500	
Printing & Reproduction		1,000		1,000		1,000	
Repairs & Maintenance		1,000		1,000		1,000	
Office Sites - Occupancy		51,000		51,000		51,000	
Postage, Freight & Delivery		1,000		1,000		1,000	
Rentals - Office Equipment		3,000		3,000		3,000	
Office Supplies		10,000		10,500		10,500	
Communications		24,000		24,000		24,000	
D & O Insurance		5,500		5,500		5,500	
General Liability		18,000		22,000		22,000	
Equipment <\$1,000		3,000		3,000		3,000	
Equipment >\$1,000		3,000		3,000		3,000	
Travel - In State		8,000		8,000		8,000	
Travel - Out of State		11,000		11,000		11,000	
Travel - Local		7,000		7,000		7,000	
Bank Fees		200		200		200	
Software/Licenses/Support		15,000		16,200		16,200	
Web Service		70,000		70,000		70,000	
Other employee expenditures		1,000		1,000		1,000	
ADP Fees		7,100 19,000		9,600 19,000		9,600 19,000	
Dues & Subscriptions		19,000 500					
Taxes, Licenses and Fees				500 8 000		500 8 000	
Misc Other Current Charges		9,600 30,000		8,000		8,000 30,000	
Quality Program		30,000		30,000		30,000	
Total ELC North Florida Estimated Expense		1,221,400		1,225,629		1,225,629	
Surplus or (Loss)	\$	(7,500)	\$	836	\$	836	

ACTION ITEM SUMMARY

DESCRIPTION	Approval of 2022-24 School Readiness Plan Amendment #10		
Reason for Recommended	The following School Readiness Plan Attachments were revised after routine review:		
Action	Updates:		
	 00 ELCNF SR Plan 2022-24 FormSR115 CORE Doc 120722 Revised 110124 Coalition ID and Information page updated Use of Observation-Based Child Assessments updated Provider Payment Rate Schedules removed Child Care Resource and Referral and School-Aged Care updated Attach II C Combined Eligibility Policies 020123 Revised 111824 School Readiness Plus sections added (and other edits regarding this), pages 4-7 Projected Deficit and Disenrollment of Children section completely revised, pages 10-12 (No other updates past page 12) Attach II G Program Assessment 011123 Revised 110724 General updates on both pages Attach II H ECS Pre-Post Assessments 011123 Revised 110724 General updates on the one page Attach V A 2 Refusal to Contract 090722 Revised 110824 General updates on second page 		
	• The Coalition's School Readiness Plan would not be properly updated and in compliance with DEL.		
How the Action will be accomplished	Approval, then DEL Approval.		

School Readiness Plan Template

Coalition Identification and Information

Coalition Name: Address:	Early Learning Coalition of North Florida 2450 Old Moultrie Rd. #103	FEIN #:	59-3691819
	St. Augustine, FL 32086	Mailing Address (if different)	
Phone: E-mail Address:	904-342-2267 mhanson@elcnorthflorida.org	Fax:	904-342-2268

Chair	Executive Director or Chief Executive Officer	Finance Director	Counties Represented
VACANT	Dawn E. Bell	Susan Pettijohn	Baker, Bradford, Clay, Nassau,
(Interim – Joy Farris<u>Aubrie Simpson-</u>			Putnam, and St. Johns Counties
<u>Gotham</u>)			

I. COALITION OPERATIONS

A. Membership

Please complete the Coalition Membership Form.

See Attachment I. A. Board Membership Form

B. Business Organization

Please attach a copy of the coalition's organization chart as Attachment I.B.

C. Articles of Incorporation

Please attach a copy of the coalition's articles of incorporation as Attachment I.C.

N/A

D. Bylaws

Please attach a copy of the coalition's bylaws as Attachment I.D.

E. Coalition Fiscal Agent Contract (if applicable)

Please attach a copy of the fiscal agent contract (if applicable) as Attachment I.E.

✓ N/A

F. Procurement

Please attach the coalition's procurement policy as Attachment I.F

G. Tangible Personal Property Maintenance

Please attach the coalition's tangible personal property maintenance policy as Attachment I.G.

H. Records Maintenance

Please attach the coalition's maintenance of records policy as Attachment I.H.

I. Information Technology Security Controls

Please attach the coalition's IT security policy as Attachment I.I.

J. Disbursement Controls

Please attach the coalition's disbursement controls policy as Attachment I.J.

II. IMPLEMENTATION

Please fill out the Minimum Children to be Served by Care Level Form by running EFS Tableau Report CC085.

Care Code	Description	Minimum # of Children Served
(INF)	<12 MTH	462
(TOD)	12<24 MTH	865
(2YR)	24 <36 MTH	1,125
(PR3)	36 <48 MTH	1,177
(PR4)	48 <60 MTH	1,159
(PR5)	60 <72 MTH Not In School	820
(SCH)	In School	1978
(SPCR)	Special Needs	12

If applicable, please attach supporting documentation as Attachment II.A.

B. School Readiness Application and Waiting List Procedures

Please attach the coalition's policies and procedures for implementing the School Readiness Application and Waiting List Procedures as **Attachment II.B**.

C. Eligibility and Enrollment Policies and Procedures

Please complete the Coalition Local Priorities Form and attach the coalition's community assessment and eligibility and enrollment policies and procedures as **Attachment II.C**.

Coalition Local Priorities

Describe the data source used to conduct the community assessment:

U.S Census Data, Florida; ALICE Report – United Way; CHARTs – Florida Department of Health; Council on Homelessness – DCF; Non- Promotions – DOE; Feeding America; ELC Data; Florida Department of Transportation. See assessment document for further detail.

Priority		Describe how community needs are addressed.
Number	Priority	
	eligible to enter 6th grade may also be served as funding allows.	The community needs assessment on pages 13-14 and page 44 references the large number of families living in poverty especially those 5 years old and younger indicates school readiness is needed so that parents can work and children begin school ready to succeed and that the full need is not met. School age children can still benefit from SR services as funding allows but they do have additional options in most cases, such as after school programs with sliding fee scales as indicated by the community needs assessment on page 46. Additionally, the assessment indicated that school age care before and after care costs less than 30% to 40% less than full time care for a Pre-K child making it more likely that parents could afford the cost of after school care.
	program to employment.	The community needs assessment indicates school readiness is needed so that parents can work and children begin school ready to succeed and that the full need is not met. Child poverty rates are more than 150% of the population at large. While the levels of poverty are high for the total population, the situation for young children is dramatically worse. (See pages 7 and 12-14 of the Community Needs Assessment). Therefore, it is important that the parents transition from temporary cash assistance into

		employment have access to affordable child care.
5	At-risk children who are at least age 9 but younger than 13. Those with siblings in priority groups 1-3 are higher priority than other children ages 9-13 in this priority group.	1
6	priority 3.	The community needs assessment indicates school readiness is needed so that parents can work and children begin school ready to succeed and that the full need is not met. School age children can still benefit from SR services as funding allows but they do have additional options in most cases, such as after school programs with sliding fee scales as indicated by the community needs assessment on pages 44 and 46. Additionally the assessment indicated that school age care is up to 30% to 40% less expensive than full time care for a Pre-K aged child making it more likely that parents could afford the cost of after school care.
7	Children younger than 13 whose parents are transitioning from the temporary cash assistance work program to employment.	School age children can still benefit from SR services as funding allows but they do have additional options in most cases, such as after school programs with sliding fee scales as indicated by the community needs assessment on pages 44 and 46. Additionally the assessment indicated that school age care is up to 30% to 40% less expensive than full time care for a Pre-K aged child making it more likely that parents could afford the cost of after school care.
8	educational plans from age 3 until they are eligible to enter kindergarten.	Start/Early Head Start chart showing available slots on page 43 and Children with Disabilities section on page 22 & 25 of the Community Needs Assessment. However, if SR is the best choice for the family, they may be served without regards to income other than to assess parent fees if required.
9	Program and VPK, regardless of priorities 1-4.	While the community assessment indicates a need for full time care, children in this category are receiving up to 9 hours of care with their concurrent enrollments in Head Start and VPK. As indicated in the Community Needs Assessment on pages 42-43, there is a large unmet need of children living in poverty but not receiving care. Therefore, the ELC will serve 4 year olds concurrently enrolled in Head Start and VPK as the final priority so that it is better able to serve as many children as possible who are not currently enrolled in another_program.

D. Parent Access and Choice

Please attach the coalition's policies and procedures for implementing parent access and choice as Attachment II.D.

E. Sliding Fee Scale and Fee Waiver Policies

Please attach the coalition's sliding fee scale and fee waiver policies as Attachment II.E.

F. Child Screenings

Attach the coalition's policies and procedures for implementing child screenings as Attachment II.F.

G. Program Assessment

Attach the coalition's policies and procedures for the implementation of the program assessment as Attachment II.G.

H. Use of Observation-Based Child Assessments

What assessment tool/tools are used for child assessments?

Teaching Strategies Gold (TSG), Galileo, and CORES may be used by providers voluntarily fulfilling the requirements to qualify for a payment differential, but the ELC and its primary service provider will support TSG only through training, technical support and financially with the exception of the payment differential available to providers using any of the three assessments listed above. Providers participating in Child Assessment implementation shall complete observations for children ages birth through 5 years old, three times a year.

Teaching Strategies Gold (TSG), Galileo, and COR may be used by providers voluntarily fulfilling the requirements to qualify for a payment differential through the 2024-2025 program year for provider's already contracted for SR at the time of notice from DEL announcing TSG as the sole vendor. The ELC and its primary service provider will support TSG only through training, technical support and financially with the exception of the payment differential available to providers using any of the three assessments. The ELC will support child portfolios, as funding allows, for providers choosing Teaching Strategies Gold (TSG) as their Child Assessment tool. Programs in the enrichment program are given resources and materials to assist them in completing assessments and using the results to individualize instruction, as needed. Provider's opting in to Child Assessments in the future will only be able to utilize the DEL approved sole vendor, Teaching Strategies Gold to be eligible to qualify for payment differential.

How does the coalition solicit voluntary participation?

To recruit new providers, training, technical assistance, and financial supports, such as stipends, will be offered as funding and capacity allows.

N/A

I. Provider Payment Rates

Please complete the **Provider Payment Rate Schedule Form** and attach the coalition's procedures for implementing the provider rates as **Attachment II.I**.

Coalition Gold Seal Rate 20 %

	If Applicable, In Addition to the State Approved Quality Rate, the Coalition Quality Improvement Rate							
Level		Percent						
1								
2								
3								
4								
5								

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DAILY PAYMENT-RATE SCHEDULE (Effective_July 1, 2022

Baker County Rates

			Full-Tim	e Daily Rates ((Completed by	COALITION)		
CARE CODE	Description	Licensed or Exempt Centers and Public/Non- Public Schools	Gold Seal Differential Centers	Liconsod Family Child Care Homes	Gold Seal Differential Licensed FCCH	Registered Family Child Care Homes	Gold Seal Differential Registered FCCH	Informal Providers
(INF)	< <u>12 MTH</u>	27.02	5.40	36.00	7.20	35.00	7.00	N/A
(TOD)	12<24 MTH	25.00	5.00	27.20	5.44	27.20	5.44	N/A
(2YR)	24 <36 MTH	23.02	4.60	26.35	5.27	25.50	5.10	N/A
(PR3)	36 <48 MTH	21.00	4.20	22.50	4.50	22.50	4.50	N/A
(PR4)	4 8 <60 MTH	21.00	4 .20	22.50	4 .50	21.00	4.20	N/A
(PR5)	60 <72 MTH	21.00	4.20	21.00	4.20	20.78	4.16	N/A
(SCH)	In School	16.18	3.24	15.41	3.08	15.41	3.08	N/A
(SPCR)	Special Needs	27.02	5.40	36.00	7.20	35.00	7.00	N/A
				e Daily Rates (Completed by		1	
CARE CODE	Description	Licensed or Exempt Centers and Public/Non- Public Schools	Gold Seal Differential Centers	Licensed Family Child Care Homes	Gold Seal Differential Licensed FCCH	Registered Family Child Care Homes	Gold Seal Differential Registered FCCH	Informal Providers
(INF)	< <u>12 MTH</u>	27.00	5.40	29.00	5.80	27.00	5.40	N/A
(TOD)	12<24 MTH	24.00	4.80	21.25	4.25	21.25	4 <u>.25</u>	N/A
(2YR)	24 <36 MTH	20.40	4.08	21.25	4 .25	21.25	4.25	N/A
(PR3)	36 <48 MTH	17.00	3.40	18.00	3.60	17.25	3.45	N/A
(PR4)	4 8 <60 MTH	17.00	3.40	17.25	3.45	16.50	3.30	N/A
(PR5)	60 <72 MTH	17.00	3.40	16.50	3.30	16.50	3.30	N/A
		10.0-	2.05	10.07	2.05	10.27	2.05	N/A
(SCH)	In School	10.27	2.05	10.27	2.03	10.27	2.05	IVII

[TD1]

Bradford County Rates

		Full-Time Daily Rates (Completed by COALITION)								
CARE CODE	Description	Licensed or Exempt Centers and Public/Non- Public Schools	Gold Seal Differential Centers	Licensed Family Child Care Homes	Gold Seal Differential Licensed FCCHs	Registered Family Child Care Homes	Gold Seal Differential Registered FCCHs	Informal- Providers		
(INF)	< <u>12 MTH</u>	40.00	8.00	36.00	7.20	35.00	7.00	N/A		
(TOD)	12<24 MTH	22.00	4.40	27.20	5.44	27.20	5.44	N/A		
(2YR)	24 <36 MTH	22.00	4.40	26.35	5.27	25.50	5.10	N/A		
(PR3)	36 <48 MTH	22.00	4.40	22.50	4.50	22.50	4.50	N/A		
(PR4)	4 8 <60 MTH	22.00	4.40	22.50	4.50	21.00	4.20	N/A		
(PR5)	60 <72 MTH	22.00	4.40	21.00	4.20	20.78	4.16	N/A		
(SCH)	In School	15.41	3.08	15.41	3.08	15.41	3.08	N/A		
(SPCR)	Special Needs	40.00	8.00	36.00	7.20	35.00	7.00	N/A		
			Part-Tim	e Daily Rates (Completed by	COALITION)				
CARE CODE	Description	Licensed or Exompt Contors and Public/Non- Public Schools	Gold Seal Differential Centers	Licensed Family Child Care Homes	Gold Seal Differential Licensed FCCHs	Registered Family Child Care Homes	Gold Seal Differential Registered FCCHs	Informal- Providers		
(INF)	<12 MTH	35.00	7.00	29.00	5.80	27.00	5.40	N/A		
(TOD)	12<24 MTH	15.00	3.00	21.25	4 .25	21.25	4.25	N/A		
(2YR)	24 <36 MTH	15.00	3.00	21.25	4 .25	21.25	4 .25	N/A		
(PR3)	36 <48 MTH	15.00	3.00	18.00	3.60	17.25	3.45	N/A		
(PR4)	4 8 <60 MTH	15.00	3.00	17.25	3.45	16.50	3.30	N/A		
(PR5)	60 <72 MTH	15.00	3.00	16.50	3.30	16.50	3.30	N/A		
(SCH)	In School	11.56	2.31	10.27	2.05	10.27	2.05	N/A		
(SPCR)	Special Needs	35.00	7.00	29.00	5.80	27.00	5.40	N/A		

Clay County Rates

60 <72 MTH

Special Needs

In School

(PR5)

(SCH)

(SPCR)

20.00

12.95

32.00

Full-Time Daily Rates (Completed by COALITION)

CARE CODE	Description	Licensed or- Exempt Centers and Public/Non- Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)		40.00	8.00	36.00	7.20	32.33	6.47	N/A
(TOD)	12<24 MTH	36.00	7.20	32.00	6.40	27.20	5.44	N/A
(2YR)	24 <36 MTH	31.00	6.20	27.20	5.44	27.20	5.44	N/A
(PR3)	36 <48 MTH	28.00	5.60	25.00	5.00	22.50	4 .50	N/A
(PR4)	4 8 <60 MTH	27.00	5.40	25.00	5.00	20.78	4.16	N/A
(PR5)	60 <72 MTH	27.00	5.40	25.00	5.00	20.78	4.16	N/A
(SCH)	In School	19.26	3.85	15.41	3.08	15.41	3.08	N/A
(SPCR)	Special Needs	40.00	8.00	36.00	7.20	32.33	6.47	N/A
			Part-Tim	ne Daily Rates (Completed by	COALITION)		
CARE CODE	Description	Licensed or Exempt Centers and Public/Non- Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal- Differential	Informal Providers
(INF)	<12 MTH	32.00	6.40	32.00	6.40	32.00	6.40	N/A
(TOD)	12<24 MTH	28.00	5.60	26.00	5.20	22.10	4.4 2	N/A
(2YR)	24 <36 MTH	27.00	5.40	24.00	4.80	18.00	3.60	N/A
(PR3)	36 <48 MTH	25.00	5.00	24.00	4.80	18.00	3.60	N/A
(PR4)	4 8 <60 MTH	25.00	5.00	24.00	4.80	18.00	3.60	N/A
<u> </u>								

4.00

2.59

6.40

24.00

13.09

32.00

4.80

2.62

6.40

18.00

13.09

32.00

N/A

N/A

N/A

3.60

2.62

6.40

Nassau County Rates

Full-Time Daily Rates (Completed by COALITION)

CARE CODE	Description	Licensed or Exempt Centers and Public/Non- Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	< <u>12 MTH</u>	37.00	7.40	36.00	7.20	35.00	7.00	N/A
(TOD)	12<24 MTH	33.00	6.60	27.20	5.44	27.20	5.44	N/A
(2YR)	24 <36 MTH	33.00	6.60	26.35	5.27	25.50	4.50	N/A
(PR3)	36 <48 MTH	25.00	5.00	22.50	4.50	22.50	4.50	N/A
(PR4)	4 8 <60 MTH	25.00	5.00	22.50	4.50	20.78	4.16	N/A
(PR5)	60 <72 MTH	27.00	5.40	21.00	4.20	20.78	4.16	N/A
(SCH)	In School							N/A
		37.00	7.40	36.00	7.20	35.00	7.00	N/A
(SPCR)	Special Needs							
			Part-Tim	e Daily Rates (Completed by	COALITION)		

			Part-Time Daily Rates (Completed by COALTHON)					
CARE CODE	Description	Licensed or Exempt Centers and Public/Non- Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	< <u>-12 MTH</u>	35.00	7.00	29.00	5.80	27.00	5.40	N/A
(TOD)	12<24 MTH	31.17	6.23	<u>21.25</u>	4.25	21.25	4.25	N/A
(2YR)	24 <36 MTH	31.17	6.23	21.25	4.25	21.25	4.25	N/A
(PR3)	36 <48 MTH	23.60	4 .72	18.00	3.60	17.25	3.45	N/A
(PR4)	4 8 <60 MTH	23.60	4.72	17.25	3.45	16.50	3.30	N/A
(PR5)	60 <72 MTH	23.60	4.72	16.50	3.30	16.50	3.30	N/A
(SCH)	In School	16.94	3.39	15.41	3.08	15.41	3.08	N/A
(SPCR)	Special Needs	35.00	7.00	29.00	5.80	27.00	5.40	N/A

Putnam County Rates

CARE CODE	Description	Licensed or Exempt Centers and Public/Non- Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	<12 MTH	31.41	6.28	36.00	7.20	23.43	4.69	N/A
(TOD)	12<24 MTH	28.02	5.60	27.20	5.44	19.90	3.98	N/A
(2YR)	24 <36 MTH	22.00	4.40	26.35	5.27	17.12	3.42	N/A
(PR3)	36 < 48 MTH	20.00	4.00	22.50	4.50	16.05	3.21	N/A
(PR4)	48 <60 MTH	20.00	4.00	22.50	4 .50	16.05	3.21	N/A
(PR5)	60 <72 MTH	20.00	4.00	21.00	4.20	16.05	3.21	N/A
(SCH)	In School	16.69	3.34	16.69	3.34	12.52	2.50	N/A
* *		31.41	6.28	36.00	7.20	23.43	4.69	N/A
(SPCR)	Special Needs							
			Part-Tim	e Daily Rates (Completed by	COALITION)		

Full-Time Daily Rates (Completed by COALITION)

		Fait-Time Daily Rates (Completed by COALTHON)							
CARE CODE	Description	Licensed or Exempt Centers and Public/Non- Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers	
(INF)	<12 MTH	25.00	5.00	29.00	5.80	17.56	3.51	N/A	
(TOD)	12<24 MTH	22.00	4.40	21.25	4.25	13.60	2.72	N/A	
(2YR)	24 <36 MTH	20.00	4.00	21.25	4.25	13.60	2.72	N/A	
(PR3)	36 <48 MTH	19.00	3.80	18.00	3.60	12.04	2.41	N/A	
(PR4)	4 8 <60 MTH	19.00	3.80	17.25	3.45	12.04	2.41	N/A	
(PR5)	60 <72 MTH	19.00	3.80	16.50	3.30	12.04	2.41	N/A	
(SCH)	In School	12.52	2.50	12.52	2.50	12.52	2.50	N/A	
(SPCR)	Special Needs	25.00	5.00	29.00	5.80	17.56	3.51	N/A	

St. Johns County Rates

			Full-Tim	e Daily Rates ((Completed by	COALITION)		
CARE CODE	Description	Licensed or Exempt Centers and Public/Non- Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Scal Differential	Registered Family Child Care Homes	Gold Scal Differential	Informal Providers
(INF)	<12 MTH	53.00	10.60	36.00	7.20	30.00	6.00	N/A
(TOD)	12<24 MTH	43.00	8.60	27.20	5.44	22.95	4 .59	N/A
(2YR)	24 <36 MTH	40.80	8.16	26.35	5.27	22.95	4 .59	N/A
(PR3)	36 <48 MTH	38.00	7.60	22.50	4.50	20.54	4.11	N/A
(PR4)	4 8 <60 MTH	35.10	7.02	22.50	4.50	18.83	3.77	N/A
(PR5)	60 <72 MTH	35.10	7.02	21.00	4.20	18.83	3.77	N/A
(SCH)	In School	24.46	4.89	18.49	3.70	18.49	3.70	N/A
(SPCR)	Special Needs	53.00	10.60	36.00	7.20	30.00	6.00	N/A
			Dout Tim	a Daily Datas /	O a manufacto al las	OO AL ITIONI		

			Part-Time Daily Rates (Completed by COALITION)					
CARE CODE	Description	Licensed or Exempt Centers and Public/Non- Public Schools	Gold Seal Differential	Licensed Family Child Care Homes	Gold Seal Differential	Registered Family Child Care Homes	Gold Seal Differential	Informal Providers
(INF)	< 12 MTH	4 3.20	8.64	29.00	5.80	27.00	5.40	N/A
(TOD)	12<24 MTH	41.00	<u>8.20</u>	21.25	4.25	21.25	4.25	N/A
(2YR)	24 <36 MTH	38.00	7.60	21.25	4.25	21.25	4.25	N/A
(PR3)	36 <48 MTH	34.00	6.80	18.00	360	17.25	3.45	N/A
(PR4)	4 8 <60 MTH	33.00	6.60	17.25	3.45	16.50	3.30	N/A
(PR5)	60 <72 MTH	33.00	6.60	16.50	3.30	16.50	3.30	N/A
(SCH)	In School	14.89	2.98	13.87	2.77	13.87	2.77	N/A
(SPCR)	Special Needs	4 3.20	8.64	29.00	5.80	27.00	5.40	N/A

J. Contracted Slots

Please describe the coalition's use of contracted slots based on the community assessment and attach supporting documentation as **Attachment II.J.**:

In collaboration with DEL, the ELC may determine that there are specific geographic areas, identified by zip codes and poverty tracts from the Child Care Desert Maps, that would benefit from the pilot contracted slots program. When this happens, and resources allow, the ELC may participate in a contracted slots program with specific providers meeting the criteria for participation. Contracted slots will only be available for children between the ages of birth through five years old.

To participate in the Contracted Slots Program, a provider must maintain a status of in good standing and in compliance with the terms and conditions of the provider School Readiness contract, OEL-SR 20 State School Readiness Contract. The provider must provide services to participating children in accordance with the School Readiness contract and must report vacancies within 5 business days of the first undocumented absence.

Provider reimbursement for children participating in Contracted Slots will be in accordance with the School Readiness Contract. Payment will be made for all scheduled days during the contract period for each child enrollment, regardless of whether the child attends. A contracted slot differential will be established in addition to the reimbursement rates, established in the SR Provider contract for children identified as participating in Contracted Slots for days paid in accordance with the SR attendance rules. Unexcused absences and vacancy days, up to the maximum consecutive calendar days for an absent child in the Contracted Slot program will be reimbursed at the rate for the care level of the child enrolled in the Contracted Slot program prior to the vacancy/absence.

✓ N/A

III. QUALITY ACTIVITIES AND SERVICES

A. Child Care Resource and Referral (CCR&R) and School-Aged Care

Describe the quality activities and services the coalition will implement to enhance child care resource and referral and school-age care.

CCR&R is the point of entry for early care and programs, School Readiness and VPK services. All parents/guardians that request it are given resource and referral information that will help them meet the needs of their families. Through the CCR&R department, we provide families with the most up-to-date, accurate information about childcare and early education opportunities available. The CCR&R department helps families understand the importance of a high-quality early education experience and assists them in locating providers that meet each family's needs by the customization of child care listings. This includes information on the Department of Children and Families (DCF) licensing website, how to search for a provider, child care options, quality indicators and a four-step guidance process to help them in their search for a provider. Once CCR&R information is provided, School Readiness and VPK services are offered to all interested families. Referrals are also made for inclusion services such as early special needs intervention, special needs referrals, warm line contact information and other activities that promote inclusion, such as two inclusion specialists that assist providers in offering inclusive services for children with special needs. All services are provided in a customer-friendly manner, and in accordance with the system requirements of the CCR&R Network of the Division of Early Learning (DEL).

Through community outreach and education, the ELC publicizes early learning services and educates parents/guardians and providers, human service agencies, employers, and community planners in the workplace regarding early childhood services. This includes school readiness and

VPK laws and regulations, availability of early education and care options and quality School Readiness services. CCR&R compiles guides of community resources for each county we serve to help parents and other agencies working with our clients find all available resources needed to provide for the physical, educational, and emotional needs of their children. These are posted online at ecs4kids.org and are also available in printed editions as funding allows. We advertise CCR&R services through our contractor's website and one other venue. Additionally, we attend community events several times a year to do community outreach including active participation Kiwanis and Rotary Clubs. The Coalition C.E.O. and staff actively participate in interagency meetings with other entities that impact early learning, as well as maintaining Kiwanis and Rotary memberships as well as local Chamber of Commerce memberships. Kiwanis is a service organization that focuses on early education and other child issues. The Putnam County Kiwanis partners with The Coalition on their annual Kids Fest and Back to School events as well as book bag projects.

The ELC, through its Primary Service Provider, works to ensure that there is adequate availability of high-quality school age care as well as care for younger children. We offer provider training and technical assistance in school age care, either through the Primary Service Provider or in partnership with DEL. Additionally, the ELC seeks to recruit additional licensed providers, focusing on family child care homes in particular, to provide school age care.

Ferst Foundation – Based on available funding the ELC may fund books for school readiness children in Nassau county through the Ferst Foundation. The books are sent to School Readiness children who are under school age and include parent activities that promote parents as their child's first teacher.

Reading Pals: This is a reading program that places volunteer readers into 3 and 4-year-old classrooms once a week to read to small groups of children. Currently we have reading pals in Clay County. Volunteers must fill out an application and are background screened to meet all state volunteer regulations. Reading pals go through an initial training then quarterly meetings are held all year where they receive additional training. Currently we have 15 reading pal volunteers reading in 15 School Readiness centers.

Book Bag Project: This is a book program given away throughout the year. Book bags are distributed to area School Readiness programs in the six counties we serve. In each bag is 10-12 age appropriate books along with educational information for parents on the importance of reading to their child. ECS and ELC staff ensure the bags are personally delivered to child care providers. At the time of delivery a special story time program featuring a different book character is presented. This program is funded through current quality funds as well as donations from local organizations and grants.

Early Educators Conference: Each year in January starting in 2013 we have hosted an early educator's conference for all of our providers in the six counties we serve. The ELC of North Florida works closely with Episcopal Children's Services to host this daylong event. Attendees are able to receive CEU's and or in-service hours for attending. There is a key note speaker and many break- out sessions featuring many different topics relating to early education. This past year we also included in this event the "Preschool Teacher of the Year" awards. A top teacher was honored from each of our six counties.

ELC Days at Amazing Grace Crop Maze- Each October the ELC hosts two days at Amazing Grace Crop Maze in Green Cove Springs. This

is a partnership with their agricultural education program and early literacy. The farm has corn mazes centered around a children's book. The ELC is on hand for these two days giving out that year's book and providing an additional activity for the children. Child care programs serving School Readiness children are invited to attend.

Provider Conferences – ECS Education staff hold several times a year, day long training conferences that allow providers to earn <u>-6-CEU's</u>. Child care teachers and directors can gain knowledge on relevant early learning and care topics.

Book of the Month: Each month two books are given to each of the targeted centers that ECS staff works with. One book is geared for Toddlers and the other is for pre-school ageEach program year, - Tthe education staff uses choosesthese Infant/Toddler and Preschool level books all month for each month and creates a lesson plan for each book. These lesson plans are shared with providers for use throughout the year. If funding allows, some of these books may be purchased for providers to use in conjunction with the lesson plans. Otherwise, providers are encouraged to visit their local county library to secure the books needed. in their instruction then leaves them with the provider to build uptheir libraries. Videos are made modeling how to read the book and showing lesson plan ideas to go along with the book. These videos are shared with providers on ECS in the Know Facebook page.

Dr. Seuss Celebrations: During the month of March each year we put on 2 or 3 large Dr. Seuss themed literacy events. This is a field trip for providers. Each child receives a free Dr. Seuss book and each teacher receives a bag of Dr. Seuss books for their classroom. There is a story time featuring special guest "The Cat in the Hat" followed by activities all centered on different Dr. Seuss books.

Book Donations: Throughout the year the ELCNF receives book donations from different organizations. These books are then donated to different providers or given to ECS staff who give them to clients registering for our services. 400 books were donated in 2021-2022.

Please attach any supporting documentation as Attachment III.A.

B. Infant and Toddler Early Learning Programs

Describe the quality activities and services the coalition will implement to enhance infant and toddler early learning programs.

The Coalition's Primary Service Provider employs Education Specialists, who provide on-site technical assistance, coaching and modeling to school readiness programs serving infant and toddlers by promoting the group-care philosophy of small groups, primary care, and continuity of care. We use the Lastinger Center coaching model which centers around the CLASS assessment which is provided upon request and in all Enrichment Centers as agreed to by providers requesting enrichment services. When appropriate, an ERS assessment may be used as well with permission of the childcare program. The specialists work with infant/toddler classrooms by providing activities that focus on a variety of skills, such as problem-solving, social/emotional development and language and literacy. Additionally, the specialists provide technical assistance on room arrangement that enhances infant and toddler creative abilities, expands oral language, encourages incorporating words with an activity, and assists children in making choices that help develop confidence. The specialists also provide information, techniques, and education on reducing the risk of Sudden Infant Death Syndrome (SIDS) and Shaken Baby Syndrome, and promoting health, wellness, and safety issues. Provider training is offered online and in person based on the CLASS assessment, Lastinger Center coaching model and support the CDA subject areas.

Please attach any supporting documentation as Attachment III.B.

C. Inclusive Early Learning Programs

Describe the quality activities and services the coalition will implement to enhance inclusive early learning programs.

The Coalition's contractor employs an Inclusion Specialist and maintains a Warm Line to provide training, technical assistance, and other supports to school readiness providers. Assistance may include the purchase of materials to aid in creating an inclusive environment. The Inclusion Specialist works with providers to improve behavior management techniques, make accommodations for children with special needs, and serve as a model for teachers learning to respond appropriately to the needs of children with serious health issues. The Inclusion Specialist is able to ensure that children with identified development concerns receive the specialized services to which they are entitled. Inclusion Specialists also may request the purchase of inclusive classroom materials as need and funding allow.

The ELC raises community awareness of the inclusion of children with special needs. The Inclusion Specialist creates and/or distributes Page 20 of 40 materials about issues affecting inclusion and collaborates with community partners to promote inclusion. The Inclusion Specialist provides assistance and education to providers and parents for all special needs children and those with special health needs, regardless of their subsidized status, and facilitates networking with the appropriate community resources as needed.

Inclusion topics appear on the Master Training Calendars. Inclusion-related training courses are offered during each calendar year and are available in a variety of locations.

Please attach any supporting documentation as Attachment III.C.

D. Quality Improvement Strategies

Describe the quality improvement strategies the coalition will use as part of the program assessment Quality Improvement Plan.

When Quality Improvement Plans (QIP) are required for child care providers whose CLASS scored fall below the Contract Minimum Threshold set in DEL rule to contract with the ELC, the ELC will follow the guidelines in Exhibit 3: Quality Improvement Plan Selection of the DEL Provider School Readiness contract, Form OEL SR-20. Strategies selected may be any of those listed in Exhibit 3 but that no program will be allowed to implement more than 2 strategies. Strategies will be chosen by the ELC through its primary service provider based on several factors including the strategy's appropriateness to address the concerns highlighted from the CLASS assessment, available resources and provider trainings and technical assistance in which the provider and staff have previously participated. The ELC will also consider the preference of the child care provider if the provider expresses a preference for a QIP that adequately addresses the provider's specific needs.

Please attach the coalition's policies and procedures as Attachment III.D.

IV. FINANCIAL MANAGEMENT

A. Budget

Please attach a copy of the coalition's budget report as Attachment IV.A. Coalition Budget Report.

B. Prior Year Revenues and Expenditures

Please attach a copy of the coalition's revenue and expenditure report as Attachment IV.B. Coalition Revenue and Expenditure Report.

V. MONITORING

A. Monitoring Plan and Procedures

Please attach a copy of the coalition's policies and procedures for monitoring SR Program providers as Attachment V.A.

B. Grievance/Complaint Resolution

Please attach a copy of the grievance policies and procedures that address complaints made by parents and child care providers as **Attachment V.B.**

VI. COALITION PLAN VALIDATION

A. Public Input

Please attach copies of proof of public input, such as coalition minutes as Attachment VI.A.

By signing below, I hereby certify that all information provided in this plan is accurate and complete to the best of my belief and knowledge. I certify that all services will be provided in accordance with the plan as approved by the Florida Division of Early Learning (DEL). I further certify that the local services will be provided in compliance with all applicable federal, state, and local laws and regulations and the State Child Care and Development Fund Plan approved by the Federal Department of Health and Human Services.

Chair Signature:	 Executive Director:	
Printed Name:	Printed Name:	
Date Signed:	 Date Signed:	

SR Priority of Services

Policy and Procedures

The ELC of North Florida provides School Readiness Services to residents of Florida residing in Clay, Nassau, Baker, Bradford, Putnam, and St. Johns County if they meet the eligibility requirements for the following priorities and procedures.

Florida School Readiness Statute lists the following nine priorities:

Priority 1 – Children younger than age 13 from a family that includes a parent who is receiving temporary cash assistance under chapter 414 and subject to the federal work requirements or a parent who has an Intensive Service Account or an Individual Training Account under s. <u>445.009</u>.

Priority 2 – At-risk children younger than age 9.

Priority 3 – Economically disadvantaged children from birth until eligible to enter kindergarten. Their older siblings up to the age they are eligible to enter 6th grade may also be served as funding allows.

Priority 4 – Children from birth to kindergarten whose parents are transitioning from the temporary cash assistance work program to employment.

Priority 5 – At-risk children who are at least age 9 but younger than 13. Those with siblings in priority groups 1-3 are higher priority than other children ages 9-13 in this priority group.

Priority 6 – Economically disadvantaged children younger than 13. Priority in this category is given to children who have a younger sibling in the School Readiness Program under priority 3.

Priority 7 – Children younger than 13 whose parents are transitioning from the temporary cash assistance work program to employment.

Priority 8 – Children who have special needs and current individual educational plans from age 3 until they are eligible to enter kindergarten.

Priority 9 – Children concurrently enrolled in the federal Head Start Program and VPK, regardless of priorities 1-4.

ECS will follow these priorities in eligibility in all cases.

SR Eligibility Determinations, Initial Enrollments and Redeterminations

Policy and Procedures

<u>Note:</u> Should EFS Mod not be fully functional, ECS will determine eligibility using workarounds to the extent needed. These work-arounds may include hand calculations, locally developed documents, or other methods of documenting the family's eligibility so that they may receive services.

Policy:

Application/Forms -

An SR child file must include a completed application and child care (payment) certificate that the parent has signed and dated. A parent must sign an application at the initial eligibility determination and at each subsequent redetermination. Families submit their applications electronically. They will also electronically sign their (payment) certificate. The child care (payment) certificate is an authorization for services for eligible child(ren) at eligible providers. The certificate identifies the child(ren) for whom a coalition authorized child care, the provider the family selected, the assessed parent copayment for each eligible child and the authorized begin and end dates.

For applications entered by the guardian(s), into the Family Portal or if the coalition entered the family's information into the Family Portal, the following applies:

A parent wishing to enroll a child in the SR Program must complete and electronically sign an online application, Form OEL-SR 01, through the single point of entry established under s. 1002.82(2)(f)1.c., F.S., and available at <u>https://familyservices.floridaearlylearning.com</u> using personal means or with assistance at an early learning coalition.

Note: For At-Risk Children who receive expedited services, in addition to completing the referral online though the Child Care Application and Authorization Referral Process (CCAA) intake process in the Coalition Portal, additional arrangements can be made with the client to complete the enrollment process, should they be needed. These methods include working with the caseworker or the child care provider to get the paperwork to the client, faxing the paperwork, or making arrangements with the client to meet them at specified location other than the designated one stop offices. At Risk children and families will not be denied services due to an incomplete (payment) certificate. A parent/guardian signature on the referring agency's referral can be used in leu of a (payment) certificate.

Services cannot start or continue prior to receiving a completed application and all supporting documentation for establishing or continuing eligibility. Neither initial eligibility nor redetermination of eligibility shall be completed without such. A client shall not be found eligible without all required documentation (as it pertains to their specific billing group requirements) filed.

Note: While this is the standard policy, should EFS Mod be not fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.

Parent/guardian signatures are not required for a renewing referral during the 12-month eligibility period.

Eligibility can only be established based on the information provided through the end of the eligibility period. Children remaining in payment status beyond the end of the authorized period are ineligible. A new eligibility review MUST be completed and fully documented to support continued eligibility. Eligibility cannot extend beyond authorized eligibility dates Unless they are in the process of redetermining and the process of approving the renewal paperwork goes beyond the initial redetermination date. In cases where this happens, any length of time beyond the initial redetermination date is subtracted from the following year of eligibility. For example, if the approval of the redetermination date takes 10 days past the redetermination date to approve, 10 days will be subtracted from the subsequent year of eligibility. History notes should be entered into EFSM explaining why eligibility was given past the initial redetermination date.

Procedures:

Initial Enrollment:

- 1. Parent/Guardian can either complete the enrollment process online on their own through the Family Portal, make an appointment, or come as a walk-in to see a Family Services Specialist.
- 2. Family Services Specialist will inform parent/guardian of required documentation to bring to interview. This information is also made available to the clients through the Family Portal when completing the enrollment process online.
- 3. When reviewing the submitted application online or at the time of the interview, the Family Services Specialist will determine and process eligibility if parent/guardian provides ALL required documentation.
- 4. Once the enrollment process is completed, the client and provider can both view the (payment) certificate of eligibility online.
- 5. Family Services Specialist will make detailed casenotes explaining what was completed during the interview as well as the documents received.
- 6. The FSS will notify the family of the approved application and explain the process of signing the terms and conditions as well as completing the ASQ and ASQ-SE for children birth five.

Note: Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations locally developed documents or other methods of documenting the family's eligibility so that they may receive services.

Redeterminations

At a minimum, eligibility will be redetermined annually for every family who receives SR services. Welfare Transition Program participants will receive authorization for child care funding for the period the referring agency's child care authorization states.

Parent/Guardian will be asked to either complete the redetermination process online or make an appointment with Family Services Specialist, at least 14 days prior to <u>their</u> redetermination date when at all possible, but the redetermination process must be completed by the redetermination date. The Family Portal automatically reminds families of their upcoming redetermination date via email at the following intervals prior to their redetermination date: 45 days; 30 days; 15 days, 0 days. If parent/guardians complete the process online, staff have 10 days to review and approve or reject the submission, even if the application is submitted on the last day of eligibility.

If the eligibility application wasis rejected, families are notified via email and the families and staff can exchange documents and information as many times as needed within the original 30 days. If after 30 days staff can't approve the application based on the submission, staff will give the family a 10 day deadline to submit what is needed after providing the parent with a clear list of documentation and information and when it is due.

If they do not submit the documents within 10 days, the eligibility and enrollment will be terminated. If the family does resubmit within the given deadline, and additional documentation is still needed, staff will give the family one additional 10 day deadline outside of the original 30 day window. If documentation is not received by this final deadline, the eligibility application and enrollment will be terminated.

Any additional time to submit documents can only be approved by the Family Services Coordinators or above on a case by case basis. Examples of reasons management might approve of additional time could be due to issues with system functionality, extenuating circumstances beyond the control of the family, etc.

Note: If a client reports an increase in income or completes their redetermination interview prior to their last day of service and their income has exceeded 85% of the state medium income (SMI), the Family Services Specialist will explain to the client that they have exceeded the allowable income limit and will need to terminate care in 14 calendar days, or the original redetermination date, whichever is sooner. If the client comes in to redetermine on their redetermination date, services need to be terminated immediately.

However, if the household income is above 85% SMI but below 100% SMI, the family is eligible to participate in the School Readiness (SR) Plus Program, as funding allows. This program is a State of Florida child care subsidy program for current SR families transitioning off SR services to assist in economic self-sufficiency.

<u>SR Plus will be authorized in 12-month increments and the family must redetermine annually.</u> The family must meet all applicable eligibility requirements as outlined in Rules 6M-4.200 and 6M-4.208, F.A.C. Families are also responsible for a copayment for the SR Plus Program that exceeds the copayment for the SR Program as established by the Division of Early Learning (DEL).

Note: If a client reports an increase in income or completes their redetermination interview prior to their last day of service, and their income has exceeded 100% SMI, the Family Services Specialist will explain to the client that they have exceeded the allowable income limit and will need to terminate care in 14 calendar days, or the original redetermination date, whichever is sooner. If the client comes in to redetermine on their redetermination date, services need to be terminated immediately.

All Family Services Specialists are also trained and certified CCRR Specialists. Throughout the eligibility enrollment, redetermination, and termination processes, staff discuss with families any additional needs that they might have. Based on those needs, additional community resources are provided to families in an effort to assist the families in addition to childcare. CCRR services are free and not contingent on School Readiness funding. Examples of some of the resources provided include Head Start, Early Head Start, Healthy Families, etc. Additional resources can be found on the Episcopal Children's Services website under Parent and Community Resources (https://www.ecs4kids.org/programs/school-readiness/parent-and-community-support/parent-and-community-resources/). These guides are updated quarterly in an effort to have the most up to date information for the communities and families that we serve.

Parent Fees (Co-payments) Policy

Policy:

Co-payments, otherwise known as parent fees, are based on the sliding fee scale adopted by the Coalition and updated with the annual update of the Federal Poverty Level. The sliding fee scale must be approved by the Coalition annually and be effective no later than July 1 of each year. No parent will be assigned a parent fee in excess of 10% of the family income regardless of the number of children in care. EFS Mod will determine parent fees based on information entered in the system; however, these should always be checked against the fee scale to ensure accuracy.

Each family that receives school readiness services shall be assessed a parent fee based on family size, the hours of care needed, and the family's income, according to the sliding fee scale. If a child is authorized for part time care, the parent shall be assessed a part time parent fee. If a child is authorized for full time care, the parent shall be assessed a full time parent fee. A parent with two or more children receiving school readiness services may receive a parent fee discount for the second and any subsequent child in their care based on the sliding fee scale. When a discount is applied, the youngest child must be assessed a full parent fee based on the approved sliding fee scale and the hours of care needed.

When a child's normal schedule of care is based on the school year schedule and the child is authorized school readiness part time care during the school year and attends a full time day at the school readiness program on a school holiday or school closure, the parent shall pay the part time parent fee. During the summer break, if said child attends full time, the parent shall pay the full time parent fee.

Parent fees may be waived on a case-by-case basis. Requests for the parent fee waivers are documented in the case file during the initial authorization for care and at each redetermination. Special circumstances may be granted with supervisory approval. The special circumstance that qualifies for fee waiver must be documented in case notes. The duration of the fee waiver shall coincide with the duration of the special circumstances.

Reasons for parent fee waivers include:

- 1. At-risk parent fee waivers. A parent fee may be waived on a case-by-case basis for families participating in an at-risk program as defined in Section 1002.81(1), F.S.
- 2. Temporary parent fee waivers. A parent fee may be temporarily waived on a case-bycase basis for families with income at or below 100 percent of the federal poverty level during an event that limits a parent's ability to pay as defined by Section 1002.84(8), F.S.

A parent fee shall not be equal to or greater than the providers private pay rate. A parent will not be required to pay a parent fee that exceeds the providers private pay rate. Should the parent fee exceed the provider private pay rate, the parent fee may be reduced to the point that it is equal to or the parent fee just below the provider private pay rate. The Family Services Specialist should also discuss this situation with the client and provider to determine if a schedule change is also needed in these cases.

A family may submit documentation at any time during the eligibility authorization period to decrease the parent fee due to a reduction in income or an increase in family size.

Parent Fees for At Risk Referrals

For parents/guardians when the fee waiver/reduction is not granted, the BG8 eligibility process should be followed to determine parent fees. As a best practice, if parents/guardians do not provide proof of income, the parent fee should be set to the highest possible parent fee on the sliding fee scale prior to being waived/reduced for the duration of the referral. This will encourage parents/guardians to obtain a purpose of care as quickly as possible after a referral is no longer valid. <u>Services will not be denied if documentation is not supplied</u>. Parent fees should be determined as accurately as possible with the written or verbal information available.

Graduated Phase-out

At the end of the initial 12-month eligibility period, the coalition shall re-evaluate the family's eligibility.

(a) At the end of the initial 12-month eligibility period at redetermination, if a family's income is above 150 percent of the Federal Poverty Level (FPL), but at or below 85 percent of the State Median Income (SMI), the family will enter the graduated phase-out. The parent shall be assessed a parent fee that is based on the approved sliding fee scale. As the family's income increases the parent fee shall gradually increase based on the approved sliding fee scale.

1. During graduated phase-out, school readiness childcare funding will be authorized for 12 months from the redetermination date. At redetermination the coalition shall provide written notice to the family and provider of the required parent fee for the 12-month period to be paid by the parent to the provider. The notice shall inform the parent that the parent fee shall increase as the family's income increases.

2. During graduated phase-out, the family shall report any changes in family size or

income to the coalition within ten (10) calendar days. The coalition shall adjust the family's parent fee based on the reported information and shall notify the family and provider of any changes within ten (10) calendar days. The parent fees shall be increased or decreased based on any reported changes, as required, that affect the parent fee.

3. During graduated phase out, if the family's income exceeds 85% of the SMI, the family is no longer eligible for the program. The coalition shall notify the family that the family is no longer eligible to receive school readiness services and school readiness services will be discontinued two weeks (14 calendar days) from the date of the notice, as long as the two-week period does not extend beyond the family's authorized eligibility period. During the graduated phase out, if the family's income falls below 150% of the federal poverty level, the parent fee shall be adjusted based on the approved sliding fee scale and the family will remain in the graduated phase out and continue to receive services for the remainder of the twelve-month phase-out period.

(b) At the end of the initial 12-month eligibility period at redetermination, if a family's income remains at or below 150 percent of the FPL, the family will remain eligible pursuant to Rule 6M-4.200, F.A.C. The family's eligibility, parent fee, and reporting requirements are subject to the requirements of the initial eligibility period and will not be subject to the graduated phase-out criteria.

(c) At the end of the initial 12-month eligibility period at redetermination, if a family's income exceeds 85% of the SMI, but under 100% SMI, the family is eligible to participate in the SR Plus Program, as funding allows. If SR Plus Program funding is not available, , or the family is otherwise no longer eligible, the coalition shall notify the family that the family is no longer eligible to receive school readiness services and school readiness services will be discontinued.

<u>4. SR Plus will be authorized on a first-come, first served basis in 12-month increments and the family must redetermine annually, as coalitions may not establish a wait list for the SR Plus Program.</u>

(d) The family must meet all applicable eligibility requirements as outlined in Rules 6M-4.200 and 6M-4.208, F.A.C.

(e) While on the SR Plus program, families will be given access to the State of Florida's workforce development, benefits management and career planning tool identified in Section 445.009(1)(k), F.S.

(f) Families are also responsible for a copayment for the SR Plus Program that exceeds the copayment for the SR Program as established by the Division of Early Learning (DEL).

(g) At the end of the initial SR Plus 12-month eligibility period at redetermination, if a families income exceeds 100% of the SMI, or the family is otherwise no longer eligible, the coalition shall notify the family that the family is no longer eligible to receive school readiness services and school readiness services will be discontinued two weeks (14 calendar days) from the date of the notice, as long as the two week period does not extend beyond the family's authorized eligibility period.

Parent fee collection

The parent fee amount for which the family is responsible shall be subtracted from the provider's reimbursement, prior to payment by the coalition or its designee. Collection of the family's required parent fee for school readiness services shall be the responsibility of the provider of school readiness services in accordance with Section 1002.84(8), F.S.

(a)The provider shall provide written notice of the parent fee due date. The parent fee shall be collected within ten (10) calendar days of the provider's payment due date. The provider must give the parent a receipt for each parent fee made by the parent and retain receipt records for all child care parent fees.

(b)The provider shall document outstanding parent fee balances. The provider shall provide written notification to the parent of the current outstanding parent fee balance within fifteen (15) calendar days of the provider's payment due date. This notification shall be provided at least on a monthly basis as long as there is a parent fee balance. Outstanding parent fees will be subject to the provider's payment policies as acknowledged and agreed upon by the parent. The provider shall document the parent's acknowledgement of receipt of payment policies related to the school readiness program prior to the parent enrolling his/her child in the provider's school readiness program. If the provider intends to take action, in accordance with its policy, against a school readiness parent for non-payment of the parent fee that includes disenrolling the child from the provider site, the provider shall notify the coalition at least five (5) calendar days prior to disenrollment.

<u>Transfers</u>

A parent may not transfer his or her child to another school readiness program provider until the parent has submitted documentation from the current school readiness program provider to the early learning coalition stating that the parent has satisfactorily fulfilled the parent fee obligation related to school readiness program. Satisfactory fulfillment of the parent fee obligation is defined as immediate payment of the outstanding parent fee obligation or establishment of a repayment plan for the outstanding parent fee obligation. All transfers shall be approved by the coalition.

(a) If the referenced documentation is not available, the coalition shall contact the provider to determine compliance and document compliance as reported by the provider. The coalition shall complete the transfer once the parent fee obligation has been satisfactorily fulfilled.

(b) If a parent of an at-risk child defined in Section 1002.81(1), F.S., is unable to satisfactorily fulfill the parent fee obligation prior to transfer, the provider shall attempt to arrange a repayment plan with the at-risk child's parent. If the provider is unable to arrange a payment plan with the at-risk child's parent, the provider shall document the repayment attempt and submit to the coalition.

Parent fee changes

A parent fee shall not be increased during the initial 12-month eligibility authorization period. The amount of parent fees assessed shall be in effect for the family's authorized eligibility period, unless:

(a) The parent or referring agency requests and the coalition grants a waiver of the assessed parent fee or

(b) An incorrect parent fee was assessed by the eligibility determiner as a result of an error of the eligibility determiner, program participant error, or program participant fraud, resulting in corrective action to reduce or increase the family's parent fee; or

(c) An employment status, income or family size results in a lower parent fee; or

(d) The authorized hours of care changes.

(e) Parent fees during graduated phase out may be increased or decreased based on the family's income and size.

Coalition parent fee errors

Staff should not take action to recover an incorrect parent fee made due to an error of the coalition or its designee. Once the error is discovered, <u>staff should notify the Chief of Programs</u>, <u>the coalition must</u> correct the error, and apply the corrected parent fee. The coalition shall notify the parent within ten (10) calendar days of changes to the parent fee. This notification must be documented.

Parent fee recovery

In cases when a reimbursement overpayment is caused by an incorrect parent fee assessment which resulted from parent error or parent fraud, the coalition shall attempt to recover the overpayment and document attempts. If the coalition is unsuccessful in recovery of the overpayment, the coalition shall notify the Division of Early Learning and submit documentation as necessary in accordance with the ELC's approved anti-fraud plan.

Eligibility Terminations

Policy and Procedures

Policy:

Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services. The termination process listed below will continue until this can be replaced through the Mod processes:

If School Readiness services are being terminated, a Notice of Change in Child Care Status (Termination Notice/4181) must be emailed to the parent/guardian, to the provider and to the caseworker for At-Risk, TCC and TANF referrals. The notice must contain a clear indication as to the reason SR services are being terminated, effective date, and whom it affects. Providers must also be informed of effective dates of any loss of funding and who (which child(ren)) it affects. Under most circumstances, the parent/guardian should receive a minimum 10 to 15 calendar day notice to allow sufficient time to appeal. However, if a client reports an increase in income, or completes their redetermination interview prior to their last day of services and their income has exceeded 85% of the state medium income (SMI), the Family Services Specialist will explain to the client that they have exceeded the allowable income limit and will need to terminate care in 14 days, or the original redetermination date, services need to be terminated immediately. This information will also be shared with the child care provider on the same day.

For billing groups that provide 12-month eligibilities, services shall be discontinued for a family prior to the end of the 12-month eligibility period under limited circumstances. The family and provider will be notified of disenrollment at a minimum of two weeks prior to termination of services. Qualifying events for termination include:

(a) Excessive unexplained absences that exceed 10 calendar days during a total month of attendance. The coalition shall document 3 attempts to contact the family and the provider regarding excessive absences prior to disenrollment.

(b) Substantiated fraud or intentional program violation determined by the coalition or its designee pursuant Sections 1002.91 and 1002.84 (17), F.S.

- (c) A change in residency outside of the state of Florida.
- (d) Purpose of care is not reestablished at the end of a three (3) month period.
- (e) The family income exceeds 85% of the current state median income.

At times, clients will request that their child's enrollment be "suspended". This is permitted as long as the length of the request is within the original eligibility period given. "Suspend" means to temporarily discontinue services for the parent when the parent intends to resume an eligible education/training or work activity that has an interruption that exceeds three (3) months or the child temporarily does not need school readiness services offered by the coalition.

Procedure:

- 1. FSS will complete A Notice of Change In Child Care Status (Termination Notice)
- 2. The original Notice will be sent to parent/guardian's email address.
- 3. FSS will email a copy to provider and to caseworker for At-Risk children, if applicable
- 4. FSS will retain a copy for the electronic file in EFSM.
- 5. FSS will put a reminder in their tickler and/or Outlook Calendar for when termination is to be completed.
- 6. On the day of the termination, as a courtesy to the provider and a best practice, the FSS will notify provider via phone, when time allows and based on the staff's current workload. A Notice of Terminated Children must also be emailed to provider.
- 7. FSS must casenote how the Provider was notified stating if only by email, or both email and by phone.
- 8. FSS will enter a termination date the day of in EFSMod and will enter a termination code according to EFS standards explaining the reason for termination.

**Important! No active household should be terminated unless the Notice of Termination has been sent to the parent, the provider and a copy uploaded in the client's electronic file. This process will continue until all steps are followed.

Projected Deficit and Disenrollment of Children

Policy:

A child shall not be disenrolled due to a projected deficit unless a deficit has been forecasted through the end of the fiscal year and the fund management strategies listed in DOE Division of Early Learning Program Guidance 240.04 have been addressed and implemented, as appropriate. This Guidance requires ECS4Kids and the ELC of North Florida to establish local strategies for managing SR funds and prevent a budget deficit. Strategies may include, but are not limited to, the following:

- Reducing funds from administration, non-direct services, or quality services to direct services while still ensuring that targets and restrictions within the grant agreement and the ECS4Kids/ELC of North Florida (ELC) are maintained.
- Projecting the number of children that can be enrolled during the fiscal year based on funding allocations.
- Leveraging resources through partnerships whenever possible. (e.g. local governments and United Ways).
- Freezing new child enrollments based on the Coalition's local priorities as identified under s.1002.85(2)(i), F.S. Upon the decision to freeze new child enrollments, the ELC must notify DEL in writing (email the assigned grant manager) with the following information:
 - o Previous strategies that have been taken to alleviate a projected deficit.
 - The date "freezing" new enrollments will begin and how the "freezing" of enrollments will be prioritized.

Projected Deficit and Disenrollment of Children

In accordance with the 45 CFR Part 98, a child receiving CCDF funded SR services may not be terminated from the SR program unless due to a projected deficit, unless there are no other means to resolve the deficit and there is prior approval from DEL.

Children in non-CCDF funded eligibility categories may not be disenrolled due to a projected deficit unless a deficit has been forecasted through the end of the fiscal year, and the fund management strategies listed above have been implemented, as appropriate. If after implementation of fund management strategies, a deficit continues to be projected, and disenrollment is a continued possibility, no individual child or group of children shall be disenrolled due to a projected deficit before obtaining written approval from the DEL Chancelor.

<u>CCDF funded eligibility categories</u> (OCA)	<u>97ROO, 97POO</u>
Non-CCDF (TANF) (Local) funded eligibility categories (OCA)	<u>97GNW, 97G00, 97RSP, 97GTA, 97CFO</u>

Disenrollment of Children

Upon DEL Chancellor approval of disenrollment of children, per s 1002.87 F.S., disenrollment of children must be in the reverse order of the eligibility priorities, beginning with children from families with the highest family incomes. However, an at-risk child may not be disenrolled from the SR program without the written approval of the Child Welfare Program Office of the department of Children and Families or the community-based lead agency.

Procedures:

Disenrollment of children must be reserved as a last resort after all other options have been exhausted.

- 1. Written notification to DEL at least forty-eight (48) hours prior to the initiation of formal consideration by the board to disenroll a group of children from early learning programs due to a projected funds deficit.
- 2. Written notification to DEL at least five (5) business days prior to taking action to notify providers or families of a determination to disenroll a child from early learning programs due to a projected funds deficit. The notice to DEL shall: be submitted with a copy of the two most recent monthly use analyses; and
- 3. identify the enrollment priority group from which the coalition plans to disenroll children due to a projected funds deficit and the number of children planned to be disenrolled within the enrollment priority group.
- 4. Written notice to any affected child's parent or guardian and School Readiness provider at least two (2) weeks before the child is disenrolled from the School Readiness program due to a projected funds deficit, which includes the effective date of the child's disenrollment. However, as much notice a possible should be given with 45 days' notice as best practice when possible.
- 5. Permitting the disenrollment of children pursuant to Section 1002.87(7), F.S. The policy may allow for the disenrollment of a distinct subgroup within an enrollment priority (e.g., a school-age child older than a specified age).
- 6. A plan amendment will be submitted to DEL, if applicable, and written approval of the submitted plan amendment must be received from DEL prior to disenrollment of children.
- If disenrollment is necessary, the Early Learning Coalition of North Florida Board of Directors will notify the Primary Service Provider of the decision to disenroll and the proposed timetable within twenty-four (24) hours of the decision being made.
- 2. The information concerning the disenrollments should be conveyed to all Board Members and staff of the Coalition and Primary Service provider. Every effort should be made to train front line staff on methods of communicating this message in a positive manner to providers and parents.
- Consideration should be given to a public service announcement that would be jointly written and distributed to the community and media by the Coalition and the Primary Service Provider. This announcement should include: 1) it is a decision of last resort; 2) the need for child care assistance in the Coalition's counties' areas have outgrown school readiness funding; 3) every effort is being given to locate alternative programs; 4) a plea for public/private funding assistance to alleviate further disenrollment.
- 3. No disenrollment will be permitted for "Must Serve" categories 1 & 2 unless all lower priority children have been disenrolled already and budget constraints require it. Should this occur, the Coalition will consult with DEL and DCF regarding proper notifications and procedures.
- 3. Children will be disenrolled from the School Readiness program in reverse order of priority placement per Florida School Readiness statute and DEL rule as applicable.
- 3. Those children that have been disenrolled must be returned to the Wait List; these children who have been placed on the waitlist due to disenrollment will have priority over those that are in the same classification of eligibility. Eligibility determination must be recertified before they are placed back into readiness programs.

- 4. All lower priority clients on the Wait List will be placed in "frozen" status. The "freeze" will remain in effect until funding to serve additional clients is made available.
- Guidelines regarding Parental Choice must be met when changing or moving children from one program to another.
- 5. Parents should be advised that they can seek information regarding alternative programs and resources.
- 5. Resource and Referral staff will be maintained by the Primary Service Provider to answer questions and give resource information.
- 5. The Primary Service Provider is responsible for providing the Coalition supporting data in sufficient and acceptable form and substance including adherence to the Coalition's Disenrollment Procedure.

BG1 At-Risk Children

Policy and Procedures

Policy:

"At-risk child" means:

(a) A child from a family under investigation by the Department of Children and Families or a designated sheriff's office for child abuse, neglect, abandonment, or exploitation.

(b) A child who is in a diversion program provided by the Department of Children and Families or its contracted provider and who is from a family that is actively participating and complying in department-prescribed activities, including education, health services, or work.

(c) A child from a family that is under supervision by the Department of Children and Families or a contracted service provider for abuse, neglect, abandonment, or exploitation.

(d) A child placed in court-ordered, long-term custody or under the guardianship of a relative or nonrelative after termination of supervision by the Department of Children and Families or its contracted provider.

(e)A child in the custody of a parent who is considered a victim of domestic violence and is receiving services through a certified domestic violence center.

(f) A child in the custody of a parent who is considered homeless as verified by a Department of Children and Families certified homeless shelter.

Eligibility for Children at Risk of Abuse or Neglect.

(a) At-risk and Protective Service Child Care Authorizations. Eligibility is based on a documented child care authorization from the Florida Department of Children and Families (DCF) or its contracted providers, DCF-designated Lead Homeless Coalition Continuum of Care agency or Certified Domestic Violence Center. "At Risk Child" is defined in Section 1002.81(1), F.S.

1. Child care authorizations for at-risk and protective services categories shall be valid for the duration determined by the referring entity. A child may continue to maintain eligibility under the at-risk or protective services categories as long as there is a current and valid child care authorization. The parent no longer maintains the current purpose for care upon the child care authorization's expiration or upon notification of termination from the referring agency to the coalition, whichever comes first.

2. At-Risk and protective services parents with a valid child care authorization will be authorized for 12-months of child care funding. Each time a child care authorization is renewed during the 12-month authorization of child care funding, child care services will continue in increments defined by the referring agency.

3. At the initial determination for at-risk child care authorizations, the coalition or contracted designee shall inform the parent that when the referral expires or is terminated by the referring agency, the parent will have three (3) months to provide documentation to establish a purpose for care under another eligibility category to continue receiving services for the remainder of the initial 12-month authorization period. Purpose for care must be reestablished no later than three (3) months after the initial child care authorization expires. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

4. If an additional referral is granted to the parent that extends the purpose for care beyond the initial 12-month eligibility period, the coalition shall authorize the parent for an additional 12-month eligibility period, subject to available funding. The time period that surpasses the initial authorization will be counted toward the subsequent authorization period.

5. If the parent loses purpose for care anytime during the initial 12-month eligibility, the coalition shall provide services for three (3) months, at which time the parent must reestablish purpose for care to remain eligible. The time period that surpasses the initial authorization will be counted toward the subsequent authorization period.

Categories:

Billing	Billing	Eligibility	Eligibility	Definition
Group	Group Title	Code	Title	

BG1	At Risk	11D	At Risk Diversion	 Description: Child care for a child who is in a diversion program provided by DCF/contractor and who is from a family that is actively participating and complying in DCF-prescribed activities. Applicable Purpose for Care: Child Protection (CP) Work Requirements: N/A Child Age Requirements: Birth to younger than 13 years Child Care Authorization Form: Yes from DCF or contracted community-based provider Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee. Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. Authorization Period: 12 months. Reference: 45 CFR, §98.20(a)(1)(ii), 98.44, 98.50; CCDF Part 2.5; Sections 1002.81(1)(b) and 1002.87(1)(b)(e), F.S.;
BG1	At Risk	HOME	At Risk Homeless	 Description: Child care for a child from a family that is in the custody of a parent/guardian who is homeless as verified by a DCF designated-lead agency on homelessness and is participating with a DCF designated-lead agency's continuum of care services plan for homeless families. Applicable Purpose for Care: Child Protection (CP) Work Requirements: N/A Child Age Requirements: Birth to younger than 13 years Child Care Authorization Form: Yes from a DCF-Designated Lead Agency on homelessness Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee. Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. Authorization Period: 12 months. Reference: 45 CFR, §§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections1002.81(1)(f) and 1002.87(1)(b)(e), F.S.;

				Description: Child care for a child from a family that is in the
				custody of a parent who is a victim of domestic violence and
				who Is receiving services through a certified domestic violence
BG1	At Risk	FAM	Family Supports	center. Applicable Purpose for Care: Child Protection (CP) Work Requirements: N/A Child Age Requirements: Birth to younger than 13 years Child Care Authorization Form: Yes from a DCF-Certified Domestic Violence Center Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee. Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. Authorization Period: 12 months. Reference: 45 CFR §§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(e), and 1002.87 (1)(b)(e), F.S.;
BG1	At Risk	11	At Risk In Home	 Description: Child care for a child from a family that is receiving in-home protective services and is under supervision by DCF/contracted provider for abuse, neglect, abandonment and/or exploitation. Applicable Purpose for Care: Child Protection (CP) Work Requirements: N/A Child Age Requirements: Birth to younger than 13 years Child Care Authorization Form: Yes from DCF or contracted community-based providerIncome Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee. Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. Countable Income: If available, count earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. Authorization Period: 12 months. Reference: 45 CFR, §§ Part(s) 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections1002.81(1)(c) & 1002.87 (1)(b)(e), F.S.;

BG1	At Risk	13	At Risk Foster Care	Description: Child care for a child in foster care protective services under supervision by DCF/contracted provider for abuse, neglect, abandonment, or exploitation. Applicable Purpose for Care: Child Protection (CP) Work Requirements: N/A Child Age Requirements: Birth to younger than 13 years Child Care Authorization Form: Yes from DCF or contracted community-based provider Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee. Household Size: Related child(ren) on the Child Care Authorization Form only Countable Income: If available, count child(ren)'s income only Authorization Period: 12 months. Reference: 45 CFR §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections1002.81(1)(c), and 1002.87 (1)(b)(e), F.S.,
BG1	At Risk	14R	At Risk Out of Home	Description: Child care for a child placed in court-ordered custody of a relative/non-relative by DCF/contracted provider and receiving out-of-home protective services. Applicable Purpose for Care: Child Protection (CP) Work Requirements: N/A Child Age Requirements: Birth to younger than 13 years Child Care Authorization: Yes from DCF or contracted community-based provider Income Eligible: Eligibility is not dependent on income, but if available should be used to calculate parent fee. Household Size: Related child(ren) on the Child Care Authorization only Countable Income: If available, count child(ren)'s income only Authorization Period: 12 months. Reference: 45 CFR §§§98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5;Sections 1002.81(1)(d), and 1002.87(1)(b)(e), F.S.;
BG1	At Risk	IN	Protective Invest In Home	 Description: Child care for a child from a family who has been referred for investigation by DCF/contracted provider for abuse, neglect, abandonment and/or exploitation. Child remains in the home with the alleged perpetrator. Applicable Purpose for Care: Child Protection (CP) Work Requirements: N/A Child Age Requirements: Birth to younger than 13 years Child Care Authorization: Yes from DCF or contracted community-based provider Countable Income: If available, count all earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit and authorized eligibility by the referring agency. Income Eligible: Eligibility not dependent on income, but if available should be used to calculate parent fee. Authorization Period: 12 months. Reference: 45 CFR §§98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections1002.81(1)(a) & 1002.87 (1)(b)(e), F.S.; 65C-29.003(9), F.A.C.

BG1	At Risk Protective Investigation	OUT	Protect Invest Out Home	Description: Child care for a child from a family who has been referred for investigation by DCF/contracted provider for abuse, neglect, abandonment and/or exploitation. Child has been removed from the alleged perpetrator's home where the investigation is being conducted. Applicable Purpose for Care: Child Protection (CP) Work Requirements: N/A Child Age Requirements: Birth to younger than 13 years Child Care Authorization: Yes from DCF or contracted community-based provider Countable Income: If available, count child(ren)'s income only Household Size: Related child(ren) on the Child Care Authorization only Income Eligible: Eligibility not dependent on income, but if available should be used to calculate parent fee. Authorization Period: 12 months. Reference: 45 CFR, §§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections1002.81(1)(a) & 1002.87 (1)(b)(e), F.S.;, 65C-29.003(9), F.A.C.
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Procedures:

- 1. Receive referral
 - a. Review entire referral for accuracy.

(If the referral indicates the purpose for care is employment, the employment must be verified with one current pay stub or employment verification documentation.)

- 2. Complete the Agency Referral Acknowledgement Form and fax to caseworker within 24 hours to:
 - 1. Request missing information or corrections needed *See note below under Miscellaneous regarding edits/corrections. **OR**
 - 2. Grant/deny fee waiver/reduction request

a. All fee waiver/reduction requests must be approved on a case by case basis.

- b. Enter casenote in database recording date of receipt and the action completed via Agency Referral Acknowledgement Form (granting or denial of fee waiver/reduction and/or request for missing or incorrect info.) Enter referral information in APRICOT Referral tracking database (date referral expires is 10 days from the caseworker signature date including the date signed. Ex. Signature date 4/05/12 then expiration date is 4/14/12).
- c. Place initial call (Attempt 1) to client.
 - A. If client was reached note status (appt. made, serv. not desired, etc..) enter this action in APRICOT referral tracking database.
 - B. If client not reached send "unable to contact letter" (Attempt 2) and enter this action in APRICOT referral tracking database
 - C. Enter casenotes in database.
- 3. Place referral in your tickler on the date it is to expire or on the date you have set an appt. with the client
- 4. When referral is reached in the tickler:

- A. If enrolling: Upon completion of enrollment update APRICOT Referral tracking database with number of new enrollments or select redetermination only.
- B. If expired: complete and fax the Expired Referral Letter to client and Agency Caseworker, place original referral in expired referral binder and update the APRICOT Referral tracking database.
- C. Enter casenotes in EFS client history.

Miscellaneous Information for BG1 Enrollments and Redeterminations

Upon initial enrollment and redetermination:

The children must be under an open At-Risk PI/PS case to be on a referral. A child under protective supervision can be continued on referral for the remainder of the authorization period.

At risk children will be served according to eligibility priority groups described in Florida Statute 1002.87 (1).

Child care for children in licensed out-of-home care shall be in a licensed early education or child care program chosen by the caregiver(s). These providers must be participating in the school readiness program through the local early learning coalition. Examples of licensed early education or child care programs include:

1. Gold Seal accredited child care providers or providers participating in a quality rating system

2. Licensed child care providers

3. Public school providers; and,

4. License exempt child care providers, including religious exempt, registered, and non-public schools.

(e) The cost of child care shall be assumed by the licensed out-of-home caregiver to the extent that subsidized child care is unavailable.

Rilya Wilson Act

The Legislature recognizes that children who are in the care of the state due to abuse, neglect, or abandonment are at increased risk of poor school performance and other behavioral and social problems. It is the intent of the Legislature that children who are currently in the care of the state be provided with an age-appropriate education program to help ameliorate the negative consequences of abuse, neglect, or abandonment.

REQUIREMENTS-

(a) A child from birth to the age of school entry, who is under court-ordered protective supervision or in out-of-home care and is enrolled in an early education or child care

program must attend the program 5 days a week unless the court grants an exception due to the court determining it is in the best interest of a child from birth to age 3 years:

1. With a stay-at-home caregiver to remain at home.

2. With a caregiver who works less than full time to attend an early education or child care program fewer than 5 days a week.

(b) Notwithstanding s. <u>39.202</u>, the department must notify operators of an early education or child care program, subject to the reporting requirements of this act, of the enrollment of any child from birth to the age of school entry, under court-ordered protective supervision or in out-of-home care. If a child is enrolled in an early education or child care program, the child's attendance in the program must be a required task in the safety plan or the case plan developed for the child pursuant to this chapter.

NOTE: When setting up eligibility for the child in EFSM, there is a check box to check if the child falls under the Rilya Wilson Act. This box translates to a red RILYA WILSON REPORTING REQUIRED indicator beside the child's name in the child needing care screen and also places a red RWA indicator in the eligibility screen. Family Services Staff also send a protective services email to the parent and provider which reminds the parent to notify their provider if the child will be absent on any day that same day and also reminds the provider of rule 6M-4.500 requirement of contacting the child's case worker and the ELC prior to the close of business on the day a child is absent and to maintain documentation of the notification. It also specifies for any unexcused absence or seven consecutive days of excused absences. Providers are also given a RWA Protective Services Absence Tracker to help with documenting absence reporting and contacting attempts to the case worker. This document also provides areas for the child's name, parent or guardian's name, primary phone number and email addresses to be listed as well as the referring agency name, case worker's name, case worker's phone number and case worker's email to be listed for easy access when reporting absences.

ATTENDANCE-

(a) A child enrolled in an early education or child care program who meets the requirements of subsection (3) may not be withdrawn from the program without the prior written approval of the department or the community-based care lead agency.

(b)1. If a child covered by this section is absent from the program on a day when he or she is supposed to be present, the person with whom the child resides must report the absence to the program by the end of the business day. If the person with whom the child resides, whether the parent or caregiver, fails to timely report the absence, the absence is considered to be unexcused. The program shall report any unexcused absence or seven consecutive excused absences of a child who is enrolled in the program and covered by

this act to the department or the community-based care lead agency by the end of the business day following the unexcused absence or seventh consecutive excused absence.

2. The department or community-based care lead agency shall conduct a site visit to the residence of the child upon receiving a report of two consecutive unexcused absences or seven consecutive excused absences.

3. If the site visit results in a determination that the child is missing, the department or community-based care lead agency shall follow the procedure set forth in s. <u>39.0141</u>.

4. If the site visit results in a determination that the child is not missing, the parent or caregiver shall be notified that failure to ensure that the child attends the early education or child care program is a violation of the safety plan or the case plan. If more than two site visits are conducted pursuant to this paragraph, staff shall notify the court of the parent or caregiver's noncompliance with the case plan.

EDUCATIONAL STABILITY-

Just as educational stability is important for school-age children, it is also important to minimize disruptions to secure attachments and stable relationships with supportive caregivers of children from birth to school age and to ensure that these attachments are not disrupted due to placement in out-of-home care or subsequent changes in out-of-home placement.

(a) A child must be allowed to remain in the child care or early education setting that he or she attended before entry into out-of-home care, unless the program is not in the best interest of the child.

(b) If it is not in the best interest of the child for him or her to remain in his or her child care or early education setting upon entry into out-of-home care, the caregiver must work with the case manager, guardian ad litem, child care and educational staff, and educational surrogate, if one has been appointed, to determine the best setting for the child. Such setting may be a child care provider that receives a Gold Seal Quality Care designation pursuant to s. 1002.945, a licensed child care provider, a public school provider, or a license-exempt child care provider, including religious-exempt and registered providers, and nonpublic schools.

(c) The department and providers of child care and early education shall develop protocols to ensure continuity if children are required to leave a program because of a change in out-of-home placement.

TRANSITIONS-

In the absence of an emergency, if a child from birth to school age leaves a child care or early education program, the transition must be pursuant to a plan that involves cooperation and sharing of information among all persons involved, that respects the child's developmental stage and associated psychological needs, and that allows for a gradual transition from one setting to another.

Any corrections/edits made to referral must include: 1. initials; 2. **date & time**; 3. name of person from whom authorization to change/edit was given. This information should be recorded manually on the referral AND a history note must be entered in the client record. Signature dates cannot be edited under any circumstances. If there is an error involving the signature date, a new referral must be requested. All communication should be included in the case-notes.

Referral authorization dates cannot be backdated beyond the date of the caseworker signature.

For parents/guardians when the fee waiver/reduction is not granted, the BG8 eligibility process should be followed to determine parent fees. As a best practice, if parents/guardians do not provide proof of income, the parent fee should be set to the highest possible parent fee on the sliding fee scale prior to being waived/reduced for the duration of the referral. This will encourage parents/guardians to obtain a purpose of care as quickly as possible after a referral is no longer valid. <u>Services will not be denied if</u> <u>documentation is not supplied</u>. Parent fees should be determined as accurately as possible with the written or verbal information available. The *Request for Missing Documents Form* to obtain missing documentation process (see below) will be used to provide proof of attempts to complete the file.

From DEL: At-Risk children should not be denied services while ECS works to obtain the necessary documentation to support the child's age. ECS must work with the referring entity to obtain the supporting documentation which could be a copy of the court order indicating the child was removed from the home. Documentation to support the effort in obtaining the necessary evidence should be maintained in the file while awaiting the corroborating documentation. Example: a letter or a notice indicating the request of the documentation. Supporting documentation obtained must contain the child's name and date of birth, establishing the child is of an appropriate age to receive funding.

(Request For Missing Documents Form)

Internal Procedures to obtain missing documentation

When possible, all paperwork should be completed for BG1 clients as for all other clients. When required documents are missing:

- 1. Upon the 10th day after enrollment or redetermination, complete the Request for Missing Documents Form (Attempt 1). Original goes to parent. A copy is sent to caseworker. Place in tickler for 10 days. Casenote
- 2. On the 20th day, complete attempt 2. Same as above. Casenote

3. On the 30th day, complete attempt 3. Same as above. Place Request for Missing Documents Form with all 3 attempts documented in client's electronic file. No further are attempts required. Casenote.

If documentation was never received during initial authorization and a new referral is received several months later renewing child care authorization, this process must be followed again if documentation is not provided at redetermination.

– TANF Eligible – Policy & Procedures

<u>Policy:</u>

<u>Note:</u> Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations locally developed documents or other methods of documenting the family's eligibility so that they may receive services.

Welfare Transition Program. Eligibility is based on a documented child care authorization issued by DCF or the local workforce agency.

Temporary Cash Assistance parents must also maintain compliance with statutory welfare transition program requirements by DCF or the local workforce referral agency, as monitored by the referring agency.

All children eligible under the Temporary Cash Assistance, Temporary Cash Assistance Respite, and Temporary Cash Assistance Applicant programs will be authorized for child care funding for the period indicated by the referring agency's child care authorization. The parent no longer maintains purpose for care under this eligibility category upon child care authorization expiration or upon notification of termination from the referring agency to the coalition, whichever comes first.

The coalition or contracted designee shall inform the parent and DCF or local workforce referral agency that when the child care authorization expires the parent will have three (3) months to provide documentation to establish a purpose for care under another eligibility category (BG8 – ECON) to continue to receive services for the remainder of the initial 12-month authorization period. Purpose for care must be reestablished no later than three (3) months after the child care authorization expires. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

Categories:

School Readiness Service Priorities

Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition
BG3	Temporary Cash Assistance Not Working	TCAN	TCA Not Working	 Description: Child care for a child from a family that includes a parent (including an eligible TANF refugee), who is receiving temporary cash assistance (TCA) under chapter 414 F.S., and subject to the federal work requirements, who is not working but is involved in activities assigned by the referring agency. In two parent families, both parents must have a purpose for care as documented on the Child Care Authorization Form. Applicable Purpose for Care: Education & Training (ET), Job Search (JS) or Work Activity (WA) Work Requirements: Based on the federal work requirements activity assigned by the referring agency. Child Age Requirements: Birth to younger than 13 years Child Care Authorization Form: Yes from Welfare Transition Program/local workforce board Income Eligible: Yes at or below 185 percent of Federal Poverty Level (Determined by DCF) Household Size: All children younger than 18 years and household members who are 18 years of age or older who are included in the TANF assistance group. Countable Income: Countable uncarned income from all household members who are included in the TANF assistance group. Employment income should not exist for this category. Exclude income earned by children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. Authorization Period: Based on Child Care Authorization Form - maximum is six months. Reference: 45 CFR §§98.44, 98.50; CCDF State Plan, Part 2.5;
BG3W	Temporary Cash Assistance Working	TCAW	TCA Working	 Section 1002.87(1)(a), F.S.; Rule 6M-4.200(2)(b), F.A.C. Description: Child care for a child from a family that includes a parent (including an eligible TANF refugee), who is employed and receiving temporary cash assistance under chapter 414 F.S., and subject to the federal work requirements. In two parent families, both parents must have a purpose for care as documented on the Child Care Authorization Form. Applicable Purpose for Care: Employment (EM), Both Employment and Training and/or Education (TT) Work Requirements: Based on the federal work requirements activity assigned by the referring agency. Child Age Requirements: Birth to younger than 13 years Child Care Authorization Form: Yes from Welfare Transition Program/local workforce board Income Eligible: Yes at or below 185 percent of FPL (Determined by DCF) Household Size: All children younger than 18 years and household members who are 18 years of age or older who are included in the TANF assistance group. Countable Income: Earned and countable unearned income from all household members who are included in the TANF assistance group. Exclude income earned by

				children including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. Authorization Period: Based on Child Care Authorization Form - maximum is six months. Reference: 45 CFR §§98.44, 98.50; CCDF State Plan Part 2.5; Section 1002.87(1)(a), F.S.; Rule 6M-4.200(2)(b), F.A.C.
WRC	Temporary Cash Assistance Respite	RCI	TCA Respite	 Description: Child care for a child from a family that includes a parent who is receiving temporary cash assistance (TCA) under chapter 414 F.S., and subject to the federal work requirements, who is not working but is involved in respite activities assigned by the referring agency. Participants may participate in an out-of-home residential treatment for alcoholism, drug addiction, alcohol abuse, or a mental health disorder, as certified by a physician licensed under chapter 458 or chapter 459, F.S., instead of a work activity while participating in treatment. The participation. The treatment agency shall be required to comply with the course of treatment necessary for the individual to resume work activity participation. The treatment agency shall be required to notify the referring agency with an initial estimate of when the participant will have completed the course of treatment and be ready to resume full participation in the Welfare Transition Temporary Cash Assistance Program. Care may be provided for up to 24 hours per day. Applicable Purpose for Care: Respite Services (WR) Work Requirements: Birth to younger than 13 years Child Care Authorization Form: Yes from Welfare Transition Program/DCF Income Eligible: Yes at or below 185 percent of FPL (Determined by DCF) Household Size: All children younger than 18 years and household members who are 18 years of age or older who are included in the TANF assistance group. Countable Income: Earned and countable uncarned income from all household members who are included in the TANF assistance group. Countable Income: Earned and countable uncarned income from all household members who are included in the TANF assistance group. Countable Income: Earned and countable uncarned income from all household members who are included in the TANF assistance group. Exclude income earmed by children including a concurrently enrolled high school student who has attained 1

BG3AP	Economically Disadvantaged TCA Applicant	APP	TCA Applicant	Description: Temporary child care for a child from a family that is economically disadvantaged who has applied for TCA, including an up-front diversion payment in order to seek employment. Applicable Purpose for Care: Employment (EM), Education & Training (ET), Employment and Education and/or Training (TT), Job Search (JS) or Work Activity (WA) Work Requirements: Based on the federal work requirements activity assigned by the referring agency. Child Age Requirements: Birth to younger than 13 years. Child Care Authorization Form: Yes Welfare Transition Program/local workforce board Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit.Income Eligible: Yes at or below 150 percent of FPL Authorization Period: One 30-day period. Reference: 45 CFR. §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(7) & 1002.87(1)(c)(f), F.S.; Section 1002.89, F.S.
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Billing Group 3 BG3R-RCG and BG3-28A (Relative Caregivers)

Policy and Procedures

<u>Policy:</u>

<u>Note:</u> Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.

Children in the Relative Caregiver program. Eligibility under this category is not dependent on family income or work requirements and will instead be based on a documented referral from the Department of Children and Family Services, or its contracted provider for BG3R-RCG and documentation from the Department of Children and Families showing TANF amounts with the recepients name. A child may continue to maintain eligibility under this category if there is a current and valid referral from the Department of Children and Family Services or its contracted provider. Prior to disenrolling any child under this category, the coalition or its designee shall contact the referral agency to verify continued eligibility.

Relative Caregiver Program

Child Care Authorization and Relative Caregiver Program Eligibility. In order for a child to be eligible to receive school readiness services in the following categories, pursuant to Sections 1002.87(1)(a)-(i), F.S., a child care authorization or documentation the parent receives relative caregiver payments must be issued by the appropriate agency.

A child may continue to maintain eligibility under the relative caregiver program category if upon closure of the protective services case, the guardian is in receipt of Relative Caregiver Assistance payments for the child in need of school readiness services from the Florida Department of Children and Families.

A child may continue to maintain eligibility under the relative caregiver category for up to 12-months, as determined by the coalition, as long as the parent is in receipt of relative caregiver or Guardian Assistance payments.

At the initial determination for relative caregiver eligibility, the coalition or contracted designee shall inform the parent that when receipt of relative caregiver payments ends the parent will have three (3) months to provide documentation to establish a purpose for care under another eligibility category to continue the remainder of the initial 12-month authorization period. Purpose for care must be established no later than three (3) months after the receipt of relative caregiver payments ends or upon termination of relative caregiver or Guardian Assistant payments, whichever comes first. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

If the parent loses purpose for care anytime during the initial 12-month eligibility, the coalition shall provide services for three (3) months another eligibility category (BG8 – ECON) to continue to receive services for the remainder of the initial 12-month authorization period. Purpose for care must be reestablished no later than three (3) months after the child care after the end or termination of relative caregiver/guardian assistant payments. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

Categories:

BG3R-RCG -

SR at-risk – TANF relative caregiver (RCG) – SR services a coalition provides to a child in courtordered relative care. DCF or its contracted service provider must submit a documented Child Care Authorization Form. Eligibility is not dependent on family income or work requirements. A letter from DCF stating the individual is a relative caregiver receiving RCG payments can establish eligibility.

This program provides monthly cash assistance to relatives who meet eligibility rules and have custody of a child under age 18 whom a Florida court has ordered dependent and DCF Child Welfare/Community Based Care (CW/CBC) contracted provider placed in the relative's home. The monthly cash assistance amount is higher than the Temporary Cash Assistance for one child, but less than the amount paid for a child in the foster care program.

Only the child's income and assets are considered when determining eligibility and payment amounts. TCA bases payments on the child's age and any countable income. Monthly payments for children with no countable income are

Age 0 through 5 – \$242 per child. Age 6 through 12 – \$249 per child. Age 13 through 17 - \$298 per child

Eligibility Criteria – Relative Care Giver

Only the child must meet all eligibility criteria to receive RCG benefits. Some of the eligibility criteria are

Citizenship – Individuals must be U.S. citizens or qualified noncitizens.

Residency – Individuals must live in the state of Florida.

SSN – Child must have a Social Security Number or prove he/she has applied for one.

□ Assets – Child's countable assets must be equal to or less than \$2,000.

Relationship – Relative caregiver must be within the specified degree of relationship to the child's parent or stepparent.

Income – Child's net countable income cannot exceed the payment standard for the child's age (see payment amounts above).

Child Support Cooperation – Relative caregiver must cooperate with child support enforcement to identify and locate the parents, to prove a child's legal relationship to the parent and to petition the court to order child support payments.

Immunizations – Children under age 5 must be current with immunizations.

Learnfare – Child age 6 to 18 must attend school.

• RCG funding documentation –

□Verification from the case manager or an award letter/ACCESS printout showing how much the recipient receives and who the grant includes.

□Letter from DCF stating the individual is a relative caregiver (see Memo dated May 1, 2008, on Relative Caregiver Eligibility).

Guardianship Assistance Program (GAP)

- Monthly Financial Support Under the Guardianship Assistance Program, caregivers are eligible to receive a minimum of \$333 monthly payment per child once the caregiver has met all eligibility criteria.
- The child must be placed with a relative or fictive kin.
- The court must have approved the child's placement with the relative or fictive kin.
- The relative or fictive kin has been licensed as a foster parent specific for the child whom the person is seeking benefits.
- The relative or fictive kin has been eligible to receive a foster care room and board payment for the child for at least six consecutive months.
- The permanent guardianship case plan must include Guardianship Assistance Program language.
- The court case must close in permanent guardianship.
- Unless the ELC or ECS staff become aware of a change of status, eligibility will be reviewed annually.

- 1. **BG3R-RCG** Child care for a child who has been adjudicated dependent and has had an approved home study and has either been placed by the court with a relative under protective supervision or the court has given relative temporary custody. The guardian must be a recipient of the Relative Caregiver or Guardianship Assistance program payment. Written documentation from DCF or its contractor is acceptable to establish continued eligibility in lieu of the standard referral.
- 2. BG3-28A Services provided to a child placed with a relative permanently or on a short-term basis, who is receiving temporary cash assistance as a TANF "Child Only" case. Must have documentation from the DCF showing TANF amount with the recipient's name. Child care services are provided for placements meeting the definition of working families (need a purpose of care). Eligibility is not dependent on family income. Care is authorized for a maximum of 12 months or less. The coalition must verify employment/purpose of care with one current pay stub or employment verification documentation. Care is authorized for a maximum of ne maximum of one year.

Priority	Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition
2, 5, 9	BG3R	At Risk	RCG	At Risk RCG	 Description: Child care for a child who is a recipient of the Relative Caregiver payment and determined to be a court ordered dependent by a Florida court and placed in a relative's home by the DCF/contracted provider. Applicable Purpose for Care: Child Protection (CP) Work Requirements: N/A Child Age Requirements: Birth to younger than 13 years Child Care Authorization: No verification of current RCG payment is required Countable Income: If available, count child (ren)'s income only Household Size: Related child (ren) only Income Eligible: Eligibility not dependent on

					income, but if available use to calculate parent fee. Authorization Period: 12 months or less Reference: 45 CFR, §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(d) & 1002.87 (1)(b)(e), F.S.
2, 5, 9	BG3R	At Risk	GAP	At Risk GAP	Description: Child care for a child when the family is a recipient of the Guardianship Assistance Program determined to be a court ordered dependent by a Florida court and placed in a relative's home by the DCF/contracted provider. Applicable Purpose for Care: Child Protection (CP) Work Requirements: N/A Child Age Requirements: Birth to younger than 13 years Child Care Authorization: No verification of current GAP payment is required Countable Income: If available, count child(ren)'s income only Household Size: Related child(ren) only Income Eligible: Eligibility not dependent on income, but if available use to calculate parent fee. Authorization Period: Up to 12 months Reference: 45 CFR, §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(1)(d) & 1002.87 (1)(b)(e), F.S.

3, 6, 9	BG3	Economically Disadvantaged TANF Child Only	28A	TANF Child Only	 Description: Child care for a child who is recipient of temporary cash assistance as a TANF "child only case" who has been placed with a relative permanently or on a short-term basis. Must have documentation from the DCF showing TANF amount with the recipient's name. Guardian(s) must meet the purpose for care requirements. Applicable Purpose for Care: Employment (EM), Education & Training (ET), Both Employment and Training and/or Education (TT) or Disability (DI) Work Requirements: Guardian(s) must be working or engaged in eligible education/training activities at least 20 hours per week or may be exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, F.S. Child Care Authorization Form: No (verification of TANF child only payment needed) Countable Income: Child(ren) income only Household Size: Child(ren) only Income Eligible: Yes child's income at or below 150 percent of FPL for continued eligibility; graduated phase-out applies for income above 200 percent of FPL to 85 percent of State Median Income (SMI) for a family of up to seven; for families of 8 or more, the upper income threshold is at or below 85 percent SMI for continued eligibility. Authorization Period: 12 months or less Reference: 45 CFR §§§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Sections 1002.81(7) & 1002.87(1)(c)(f), F.S.;
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BG3R-RCG and BG3-28A TANF amounts

Note: In some cases the TANF amount received will be lower than the amounts listed below. In such cases, it is indicated that the family is receiving additional income, and the FSS should ask the caregiver about that to determine whether additional income should be counted. A case note should be made in EFS history notes.

BG3R-RCG:

TANF amount received \$242 for each child

\$249 for each child \$298 for each child

<u>Age</u> 0-5 years 6-12 years 13+

<u>BG3-28A:</u>

Temporary Cash Assistance Benefit Chart

<u>The chart below shows the maximum payment of TCA available based upon the family size and the</u> <u>amount of the family's shelter obligation. A household's actual TCA payment will vary based upon the</u> <u>household's countable income.</u>

The family size is the number of eligible household members in the family.

TEMPORARY CASH ASSISTANCE MONTHLY PAYMENT MAXIMUMS								
		Shelter Obligation						
	\$50.01 and up	\$0.01- 50.00	\$0					
Family Size	Payment	Payment	Payment					
Family Size	Standard	Standard	Standard					
1	\$180	\$153	\$ 95					
2	\$241	\$205	\$158					
3	\$303	\$258	\$198					
4	\$364	\$309	\$254					
5	\$426	\$362	\$289					
6	\$487	\$414	\$346					
7	\$549	\$467	\$392					
8	\$610	\$519	\$438					
Additional Person	+\$62	+\$52	+\$48					

In both BG3R-RCG and BG3-28A, the family size should only be equal to the number of children in the household receiving TANF. The guardians and other family members not receiving TANF should not be counted.

The income used to calculate parent fees will only be the amount of TANF listed on the "Letter of Eligibility" (CNPE) printout and any other income collected by the caregiver for the child (ex. Child Support).

Procedures:

- 1. Obtain recent documentation of proof of TANF payments.
 - a. Samples of documentation are:
 - i. Print out from ACCESS
 - ii. Recent letter of eligibility

b. Compare documented TANF amount with the TANF amounts above to determine billing group category

- 2. All other eligibility requirements apply.
- 3. Maximum redetermination period is one year.

<u>BG5 – Billing Group 5-</u> Policy and Procedures

Policy:

<u>Note:</u> Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.

Transitional Child Care/Non-Temporary Cash Assistance, whose children shall be eligible based on a documented referral and documented compliance with statutory welfare transition program requirements by the Department of Children and Family Services or the local workforce referral agency. Once determined eligible for school readiness services a child shall remain eligible until he or she reaches kindergarten age. However, eligibility for financially-assisted school readiness services under this category may only continue:

1. Within the time limit for welfare transition services authorized in statute, provided the parent is in compliance with all statutory welfare transition program participation requirements, if the child is eligible based on the parent's participation in a welfare transition program.

Category:

Priority	Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition

4, 7, 9	BG5	Transitional Child Care	TCC	Transitional Child Care	 Description: Child care for a child from a family that includes a parent or parents who transitions from a workforce program into employment as described in Section 445.032, F.S. In two parent families, both parents must have a purpose for care as documented on the Child Care Authorization Form. Applicable Purpose for Care: Employment (EM), Both Employment and Training and/or Education (IT). Work Requirements: Employment or Both Employment and Education and/or Training based on documented Child Care Authorization Form. Child Age Requirements: Birth to younger than 13 years Child Care Authorization Form: Yes Welfare Transition Program/local workforce board Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. Income Eligible: Yes at or below 200 percent of FPL initial entry and continued eligibility; Authorization Period: 12 months or less. Reference: 45 CFR §§ 98.20(a)(1)(ii), 98.44, 98.50; CCDF State Plan, Part 2.5; Section 1002.81(7) & 1002.87(1)(d), F.S.;
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Important Note: ALL TCC start dates will be at the first of the month and end dates will be the last day of a month. You must casenote the remaining months of TCC when determining/redetermining eligibility.

Procedures

- 1. Receive referral
 - a. Review entire referral for accuracy return to or contact caseworker if necessary
 - A. Note: If dates or required items are missing, a new referral must be obtained or alternatively the FSS may contact the referring case worker and make pen or pencil changes. Any pen or pencil changes should be signed and dated by the FSS and include the date, time and name of authorizing case worker. If an email and/or fax is sent to the referring case worker, a copy of such must be attached to the referral. Case notes documenting the changes and approvals must be attached as well. The FSS must document attempts to obtain information missing on

referrals. Two documented attempts (phone call & email or fax) would typically represent due diligence.

- 2. Complete acknowledgement and fax to caseworker within 24 hours
 - a. Enter casenote in EFS MOD, recording date of receipt and completion of acknowledgement (if new client, create an EFS record)
- 3. Enter referral information in Apricot Referral tracking database (date referral expires is 10 days from the caseworker signature date including the date signed. Ex. Signature date 4/05/12 then expiration date is 4/14/12).
- 4. Place initial call (Attempt 1) to client
 - A. If client was reached note status (appt. made, serv. not desired, etc..) enter this action in Apricot referral tracking database
 - B. If client not reached send "unable to contact letter" (Attempt 2) and enter this action in Apricot referral tracking database
 - C. Enter case-notes in EFS MOD
- 5. Place referral in your tickler on the date it is to expire or on the date you have set an appt. with the client
- 6. When referral is reached in the tickler:
 - A. If enrolling: Upon completion of enrollment update Apricot Referral tracking database with number of new enrollments or select redetermination only.
 - B. If expired: complete and fax the Expired Referral Letter to client and Agency Caseworker, place original referral in expired referral binder and update the Apricot Referral tracking database.
 - C. Enter case-notes in EFS MOD. Must enter a TCC history code specifying the TCC time frame and months of TCC remaining.

BG 8 – Economically Disadvantaged & Migrant Farmworkers

Policy and Procedures

Policy:

<u>Note:</u> Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.

Income Based Eligibility Categories.

(a)Initial Eligibility Determination.

The age limits of eligible children are set forth in Section 1002.87(1), F.S. as follows:

Priority 3- Priority shall be given next to a child from birth to the beginning of the school year for which the child is eligible for admission to kindergarten in a public school under s. <u>1003.21(1)(a)2</u>. who is from a working family that is economically disadvantaged, and may include such child's eligible siblings, beginning with the school year in which the sibling is eligible for admission to kindergarten in a public school under s. <u>1003.21(1)(a)2</u>. until the beginning of the school year in which the sibling is eligible to begin 6th grade, provided that the first priority for funding an eligible sibling is local revenues available to the coalition for funding direct services.

<u>Priority 6-</u> Priority shall be given next to a child who is younger than 13 years of age from a working family that is economically disadvantaged. A child who is eligible under this paragraph whose sibling is enrolled in the school readiness program under paragraph (c) shall be given priority over other children who are eligible under this paragraph.

The family's income, as defined in Section 1002.81(8), F.S., must be at or below 150 percent of the Federal Poverty Level (FPL) for economically disadvantaged children for entry into the school readiness program. If 85 percent of the State Median Income (SMI) is less than 150 percent of the FPL, then 85 percent of the SMI is the income threshold for entry into the school readiness program for economically disadvantaged. If 85 percent of the SMI is less than 200 percent of the FPL, then 85 percent of the SMI is the income threshold for entry into the school readiness program for SR Match Funding children.

A family shall not have assets that exceed one million dollars (as certified by a member of such family). This applies to all children funded with Child Care Development Block Grant funds, including children identified in Section 1002.81(1), F.S.

The family must also meet the definition of "Working Family" as defined by Section 1002.81(14), F.S. Initial eligibility determinations for Economically Disadvantaged and Special Needs children will be authorized for 12-months of child care funding.

If the parent loses purpose for care anytime during the initial 12-month eligibility, the coalition shall provide services for three (3) months, at which time the parent must reestablish purpose for care to remain eligible. The time period that surpasses the initial authorization will be counted toward the subsequent authorization period. A family will not be limited to a single three (3) month period to reestablish a purpose of care during the 12-month eligibility period.

A reduction in work and/or education hours below the 20 hours per week that occurs during a family's 12 – month eligibility authorization period will not be considered a loss in purpose for care and therefore the 3-month period to re-establish their purpose for care will not be applied. The family will remain eligible under these circumstances and the coalition will continue providing services to the family at the same level of care for the duration of the 12month authorization.

(b) Maintaining Eligibility at Redetermination.

Age of the child. The age of eligible children is set forth in Section 1002.87(1), F.S. (see initial eligibility) If a child's age exceeds the age limit during the 12-month authorization period, the child shall continue to receive services for the remainder of the 12-month authorization period.

The family's income must remain at or below 85 percent of the State Median Income (SMI) as the upper level of the program subsidy support. A family shall not have assets that exceed one million dollars (as certified by a member of such family).

<u>The family must also meet the definition of "Working Family" as defined by Section</u> 1002.81(16), F.S. as follows:

(16) "Working family" means:

(a) A single-parent family in which the parent with whom the child resides is employed or engaged in eligible work or education activities for at least 20 hours per week;

(b) A two-parent family in which both parents with whom the child resides are employed or engaged in eligible work or education activities for a combined total of at least 40 hours per week; or

(c) A two-parent family in which one of the parents with whom the child resides is exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, and one parent is employed or engaged in eligible work or education activities at least 20 hours per week.

All redetermining eligible Economically Disadvantaged and Special Needs children will be authorized for 12-months of child care as funding allows.

Notification to parents

The coalition or contracted designee shall notify the parents of their responsibility and the method to notify the coalition or contracted designee within -14 calendar days of any change of circumstances related to:

- 1. Address,
- 2. Temporary/Non-temporary work or education status,
- 3. Family size,
- 4. Failure to maintain attendance at a job training or education program,
- 5. Income exceeds 85% of the state median income (SMI).

Payment Certificates

Upon determination of eligibility, parents and guardians will be instructed on how to sign their child care (payment) certificate through EFSM. The payment certificate identifies the child(ren) for whom a coalition authorized child care, the provider the family selected, signatures of both the client and school readiness provider representative, the assessed

parent copayment for each eligible child, the authorized hours of care and the authorized begin and end dates for school readiness services.

<u>Note:</u> Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.

Transfer of School Readiness Services.

Eligible families shall continue to receive school readiness services during the 12-month eligibility period due to a change in residence within the state to a different coalition service area.

(a) The school readiness funding shall transfer to the coalition service area that the family relocates to. Funding shall reflect the remaining balance of 12-month eligibility. Transferring families are subject to the same document requirements found under subsection 6M-4.208(4), F.A.C. The coalition shall make every effort to coordinate with the transferring coalition to obtain documents that would be valid regardless of the location of the coalition such as birth certificates, shot records or proof of parental relationship. Any documentation received because of new employment in the receiving coalition shall not be used -to increase a family's copay.

(b) The parent copayment may not be increased due to a transfer of services outside of the coalition service area.

(c) The coalition service area of transfer will be responsible for the redetermination of eligibility at the end of the original 12-month authorization period.

(d) If the family transfers during a three (3) month period to reestablish a purpose of care, the family must reestablish a purpose of care by the end of the three (3) month period for services to be continued in the new coalition service area.

Termination of School Readiness Services.

Services shall be discontinued for a family prior to the end of the 12-month eligibility period under limited circumstances. The family and provider will be notified of disenrollment at a minimum of two weeks prior to termination of services. Qualifying events for termination include:

(a) Excessive unexplained absences that exceed 10 calendar days during a total month of attendance. The coalition shall document 3 attempts to contact the family and the provider regarding excessive absences prior to disenrollment.

(b) Substantiated fraud or intentional program violation determined by the coalition or its designee pursuant Sections 1002.91 and 1002.84 (17), F.S.

(c) A change in residency outside of the state of Florida.

(d) Purpose of care is not reestablished at the end of a three (3) month period.

(e) The family income exceeds 85% of the current state median income.

Priority	Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition
Priority	-				Description: Child care for a child from a family that is economically disadvantaged including, but not limited to, a working migratory family that is economically disadvantaged as defined by 34 CFR s. 200.81 (d) or (f) or an agricultural worker who is employed by more than one agricultural employer during the course of a year, and whose income varies according to weather conditions and market stability. Applicable Purpose for Care: Employment (EM), Education & Training (ET), Both Employment and Training and/or Education (TT), Migrant Employed (ME) or Disability (DI) Work Requirements: In a one parent family, the parent must be employed at least 20 hours per
3, 6, 9	BG8	Economically Disadvantaged	ECON	Economically Disadvantage	week or engaged in eligible educational activities unless exempt from work requirements due to age or disability. In two parent families, both parents must be working a combined total of 40 hours per week or engaged in eligible education activities unless exempt from work requirements due to age or disability. Parent(s) with whom the child resides can be exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, F.S. Child Age Requirements: Birth to younger than 13 years Child Care Authorization Form: No Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently
					enrolled student with a disability who has attained 22 years. Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. Income Eligible: Yes at or below 150 percent of FPL for entry into program, at or below 85 percent for continued eligibility; if 85 percent

School Readiness Service Priorities

		of State Median Income (SMI) is less than 150 percent of FPL, this is the income threshold for entry into the program Authorization Period: 12 months.
		Reference: 45 CFR. §§§ 98.20(a)(1)(ii), 98.44,
		98.50; CCDF State Plan, Part 2.5; Sections
		1002.81(7) & 1002.87(1)(c)(f), F.S.;

Maintaining Eligibility during Breaks in Employment

Policy and Procedures

Maintaining Eligibility During an Interruption in Employment Activities or Education Activities.

1. A family shall maintain eligibility and child care funding for school readiness services during a temporary interruption in employment activity, with an option to return to that activity, not to exceed three (3) months. If the temporary interruption in employment exceeds three (3) months, services will be considered suspended, and not reimbursed, until the parent's employment resumes. The child shall not be placed on the waiting list if the parent has verification that they are still employed and returning to that employment. Care may be reestablished for the remainder of the initial 12-month authorization upon resumption of employment and reevaluation of the remaining eligibility factors.

2. A family shall maintain eligibility and child care funding for school readiness services during a temporary interruption in the parent's educational activity with an intent to return to the education activity at the next available full semester or term, not to exceed three (3) months between a semester or term. If the temporary interruption exceeds three (3) months, services will be considered suspended, and not reimbursed, until the parent's education enrollment resumes. The child shall not be placed on the waiting list if the parent has verification that they have enrolled in the next semester. Care may be re-established for the remainder of the initial 12-month authorization upon resumption of education and reevaluation of the remaining eligibility factors.

3. School readiness children shall not be terminated prior to the end of the 12-month eligibility period based on a parent's non-temporary interruption or cessation of employment, attendance at a job training or education program. Parents shall be provided a three (3) month period to re-establish their purpose for care. The 3-month period will start on the last day of verifiable employment/training/education for working families or the last day of the referral period for at-risk families. If a parent does not establish a purpose for care at the end of the three (3) month period, school readiness funding will be discontinued.

4. Parents and providers must be notified if, as a result of any redetermination, a child is determined ineligible for financial assistance within 14 calendar days.

Special Needs Child &CF SN Eligibility/Enrollment

Policy and Procedures

The coalition is allowed to provide services to a child ages 3 years through admission to kindergarten who has special needs and has been determined eligible as a student with a disability. The child must have an Individual Education Plan (IEP) with a Florida school district. Eligibility ends once a child is eligible for admission to kindergarten in a public school.

Although all earned and countable income is calculated to determine parent fees, this billing group is not income eligible therefore can be above 85% of the state medium income (SMI) and still be eligible for services. If this is the case, the maximum parent fee should be assessed for the client's family size.

This billing group also does not require for clients to meet this minimum work requirements. This means that a one parent household can still be eligible if they are not working or going to school a minimum of 20 hours. Two parent households can still be eligible in this billing group if they are working and/or going to school less than a combined 40 hours.

School Readiness Service Priorities

Priority	Billing Group	Billing Group Title	Eligibility Code	Eligibility Title	Definition

8	CF	Special Needs	SN	Special Needs	 Description: Child care for a child, who been determined eligible as a child with a disability according to Chapter 6A-6, FAC and is participating in a program for children with disabilities through the school district. Applicable Purpose for Care: Special Needs (SN) Work Requirements: N/A Child Age Requirements: 3 years of age through admission to kindergarten in a public school Child Care Authorization Form: No - IEP needed from local school district Countable Income: Earned and countable unearned income from all household members who are a part of the family unit. Exclude income earned by children, including a concurrently enrolled high school student who has attained 18 years or a concurrently enrolled student with a disability who has attained 22 years. Household Size: All children younger than 18 years and household members who are 18 years of age or older who are currently residing in the same dwelling unit. Income Eligible: No Authorization Period: 12 months. Reference: Section 1002.87(1)(h) and 1003.21(1)(a)2, F.S.
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Reimbursement for Children with Special Needs

Policy and Procedures

Policy:

A childcare provider may be reimbursed by the coalition at a higher rate if caring for any school readiness child with special needs requiring additional care beyond services required by the Americans with Disabilities Act (ADA). A special needs rate may be negotiated up to twenty (20) percent above the maximum approved base reimbursement rate established for infant care by the coalition. However, any amount that exceeds the providers private pay rate for infant care shall be classified as a quality expenditure.

A special needs child is defined as a child who has been determined eligible as a child with a disability in accordance with Chapter 6A-6, F.A.C., and is participating in a program for children with disabilities provided by the school district or a child who has an Individualized Education Plan (IEP) or Family Support Plan (FSP), which may include physical, mental, emotional, or behavioral conditions that require a higher level of care in the child care setting. The special need child's condition must be validated by a licensed health, mental health, education, or social service professional other than the child's parent or person employed by the childcare provider.

To receive a special needs rate, in addition to the base rate, a provider must submit the Episcopal Children's Services (ECS) locally developed School Readiness Special Needs Rate Request Form that includes a list of the special needs services that is provided for each special needs child in addition to regular school readiness services. A copy of the documentation of the child's physical, mental, emotional, or behavior condition that requires a higher level of care in the child care setting which may include a copy of the child's IEP, FSP, and/or other validation documentation by a licensed health, mental health, education, or social service professional other than the child's parent or person employed by the child care provider is required to be submitted along with this form.

Procedures:

Providers requesting a Special Needs Rate can request the Special Needs Rate Request Form from by emailing <u>contracts@ecs4kids.org</u> or by downloading a copy from the ECS website provider services page (<u>https://www.ecs4kids.org/programs/provider-services/</u>). Once the child care provider has completed the request form, the provider should then submit the form along with the supporting documentation to the <u>contracts@ecs4kids.org</u> for review.

A designated team of reviewers will then review the documentation submitted and together decide if the provider would qualify for a Special Needs Rate of ten (10) percent, fifteen (15) percent, or twenty (20) percent. The reviewing team can include, but is not limited to, staff from any of the following departments: SR Education, Family Services and Provider Services. The names of the reviewers will be listed on the request form as this team can change based on availability.

If the child care provider does not fully complete the request form and/or does not provide supporting documentation, the request will automatically be denied. The child care provider may resubmit the form again with the appropriate documentation attached. If the form is fully completed and the required documentation is attached, a team of reviewers will review the documents to determine the appropriateness of the accommodations based on the child's IEP, FSP, or professional validation documentation to determine if the provider qualifies for a special needs rate of ten (10) percent, fifteen (15) percent, or twenty (20) percent. To determine the rate of payment, the reviewing team will use the Tiers outlined on the request form. These tiers were created by using B-Piece and the quality indicators in best practices in inclusive early childhood education.

If the reviewing team needs additional clarification in determining if the accommodations are considered above and beyond ADA requirements, the team can either email the ADA Q&A at https://www.ada.gov/childqanda.htm or by phone at 800-514-0301 to request assistance in this determination. All communication discussed will remain confidential.

Staff will either approve the request or notify the provider of the appropriate accommodations that would need to be provided to match the child's needs and give the provider an opportunity to resubmit the list of accommodations if they do not meet the child's specific needs in accordance with their IEP, FSP, or other professional validation documentation.

If the application is approved, the approval we be valid until the child's School Readiness eligibility redetermination date. Prior to the redetermination date, the provider should update their original application with any changes and sign and date it. The updated application will go through the review process described above. If the provider has submitted the updated application but the review team has not approved it by the redetermination date, the special needs rate will continue during the review period.

Prior to the approval of the request, the Contracts Department will need to review the provider's profile and School Readiness Contract to verify the child care provider has an infant rate listed, as

the differential for special needs is based on the SR Daily Infant Rate. If a rate is not listed, an amendment to the School Readiness Contract will need to be completed before the provider can receive the special needs differential. The child care provider is also required to have marked on the Services tab of the profile for #10 "Yes" that they are equipped to care for children with special needs. If #10 says "No" then the Contract team will also need to have the provider update it.

The approval of the request, along with the approved rate and any necessary updates needed to the child care provider's profile and/or contract, will then be sent to the child care provider through the <u>contracts@ecs4kids.org</u> email. The reviewing team will also inform the Family Services Coordinator(s) of the approval along with details of the start date, approved rate, child's information, and the child care provider must request the special needs rate separately through the approval process outlined in this policy.

The ELC of North Florida's contractor, Episcopal Children's Services (ECS), has up to thirty (30) calendar days from the date of the request to complete the review process. If approved, the special needs rate may be backdated to the date when special needs services began or the date of the special needs application whichever is later, as long as the child was enrolled in School Readiness on that date. After the approval, the special needs designation of the child will be updated by the Family Services staff to document the child's enrollment as Special Needs, and the new approved rate. An Internal Payment Correction (IPC) request will also be submitted by the Family Services staff, if a backdate is needed. The provider and parent/guardian will then be notified of the enrollment and payment rate change via email with the request to sign the updated Child Care Certificate.

Deciding Client or Child Eligibility for Relative Caregivers

Policy and Procedures

Policy:

When setting up eligibilities for BG3 28A and RCG, ECS will do what is in the best interest of the family as determined by lowest parent fee possible. When creating separate child eligibilities, ECS will manually give sibling discounts. Regardless of client or child eligibility, all paperwork will be kept in the EFSM file, omitting income as needed per billing group.

Duplicate Records

Policy and Procedures

Policy:

<u>Note:</u> Should EFS Mod not be fully functional, ECS will be using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.

A formal process for reconciling duplicate records will be determined once the system is fully functional.

How to AVOID duplicating records:

The person entering a record MUST do a query of both the parent and child name in the system on both the eligibility and SR application side.

Dual Eligibility

Policy and Procedures

Policy:

In the case of a child or family having **Dual Eligibility** for School Readiness services, we will choose the eligibility for each child that keeps all of the children in the family in the same funding category <u>as long as all of the children qualify</u>. Other factors to consider once this is addressed is which eligibility will serve the family's long term needs best. Considerations will include which eligibility has the highest priority for service and if any of the children are protective service. The factors to consider may vary in importance from family to family so each decision must be documented in case notes.

An exception to this is any child with a Must Serve (BG1, BG3, BG5) eligibility should always be enrolled as their corresponding eligibility regardless of any other considerations.

Example: A family qualifies as BG8 but one of the children is a niece with an open protective service case and was placed out of the home into the aunt's home. The child qualifies as a BG1 (14R) and should be enrolled as such even though the rest of the children qualify as BG8.

Procedures:

Miscellaneous Information:

Family with a dual eligibility where all incomes are counted, each eligibility must be opened under each child's name accordingly. Each eligibility must have the appropriate household size and income applicable to that eligibility.

Example : A mother, with her own child, is receiving income from her employer and death benefits. She also has her niece who receives Child Only TANF. All income is counted and must be entered in EFS Mod appropriately. However, the eligibility screen must be revised as follows:

Eligibility	Client's own child's	Client's niece's name
	name	
Funding	BG8-ECON	BG3-28A

Purpose of Care	Employment	Employment
Income	Employment income & Death benefits	TANF Child Only Income
Household size	Client and her own child	Child receiving TANF Child Only
Redetermination	Follow BG8 redetermination policy	Follow BG3-28A redetermination policy

Eligibility for School Readiness and VPK for ECS Staff & Friends and Family of ECS Staff

Policy and Procedures

Policy:

If a current or former employee from any department of ECS applies for services, eligibility is to be determined by the Family Services Coordinators. No employee can find him or herself eligible for School Readiness or VPK as this represents a conflict of interest. After eligibility has been established the electronic file is to be reviewed by the Manager of Family Services. The same guidelines, policies and procedures used to determine if members of the general public are eligible for services will be used to determine eligibility for ECS staff.

If an employee has a friend or family member that is applying for services, the ECS staff member should notify their supervisor so that arrangements can be made for another employee or supervisor to determine their eligibility as this represents a conflict of interest. The same guidelines, policies and procedures used to determine if members of the general public are eligible for services will be used to determine eligibility for family members and friends of ECS staff.

Self Employed: Guidance for determining income of self-employed individuals Self-Employed Income

<u>Policy:</u>

Self-employed applicants shall provide appropriate documentation sufficient to determine hours worked and income, such as: business account ledgers, written documentation from customers, contractors, or federal tax returns.

Preferred Source: Income tax record and all accompanying Tax Schedules from most recent year if reflective of current earnings circumstance should be used to determine countable income. If not reflective of current earnings for the household or applicant/recipient has not been self-employed long enough to have filed income tax then the complete business records year to date should be requested from the household. This includes complete record of earning and proof of expenses. No expense should be considered as an allowable deduction unless proof of the expense such as a receipt has been received. Business earnings/expense statements from

accountants are acceptable forms of documentation. Depreciation, meals and entertainment are not recognized for child care funding.

The best thing would be to gather last year's tax return (see additional information below), but if this is not available or is not indicative of current earnings, they should provide us with accounting documents or a calendar of what work was performed when, for whom, and how much \$ was made on a daily basis. If the person works on commission, look at the last sale(s) to determine how long would be reasonable for this income to be a livable earning. At the point it falls below minimum wage, the parent should bring in documentation to prove how they are able to live (for example, savings and other bank account records). If we use tax returns, we either count the gross earnings or, if documentation of approved expenses is available, we will deduct approved expenses. Approved expenses with documentation (receipts) may include mileage, a dedicated phone line, etc. Not allowable: meals, entertainment, utilities (if office is in-home), and depreciation.

Forms to be used with this policy

SRF01 Casual Labor Calendar: (This is for anyone that is paid on a daily basis or not on a regular schedule): Some individuals that are considered to be self-employed may only do lawn work or side jobs. Forms of documentation to establish income must include the last four weeks of all check stubs or written statements from each employer, and a work calendar must also be submitted documenting every calendar day during the past four weeks. The work calendar must show the dates worked, for whom and amount received, including any overtime (both length of time and amount received). These calendars need to also document the days the client did not work along with their initials. Case notes should clearly explain why other types of earnings documentation are unavailable. Ex. Newly established business.

Self Employed clients should have their eligibility reviewed by a supervisor. FSS should try to schedule appointments with self-employed clients when a supervisor is available. If this is not possible then a supervisor should be notified of the client's eligibility so a supervisor can review the file by completing an internal file review.

Always start with talking to the client, asking about their business so we can gain perspective about what type of deductions will be allowable.

Procedures:

<u>Using Tax Returns</u>

We only use the income tax forms to establish self-employment income. If a couple has one person working for someone and the other spouse is self-employed then we use the tax return for the self-employed spouse and pay stubs or VOE for the employed staff.

If the client only has the 1040EZ, they were not self-employed last year or at minimum did not claim self-employment income so we can't accept the 1040EZ.

If the client has Form 1040, they should either have a schedule C, C-EZ, Schedule F (For Farm Income), E or whichever schedule is mentioned by the earned income line. You must collect all pages of the 1040 and all accompanying schedules and documentation.

No documentation of business deductions? On Form1040, Use line 12, 17 or line 18 along with the appropriate Schedule. Do NOT use Line 22.

Documentation of business deductions

- On 1040 Form, do NOT use Line 22.
- On Schedule C-EZ, Look at Part II Line 1. This is what we count for their income. You will also need to make sure that the amount on C-EZ Part II Line 3 is the same dollar amount found on Form 1040 Line 12. If it does not match, you may not accept the client's tax return for self-employment documentation.
- On Schedule C start with line 7 (how much money they made) and then deduct any appropriate expenses listed below. Your final number is the counted income for child care purposes.
- On Schedule F start with line 11 and then deduct any appropriate expenses listed below. Your final number is the counted income for child care purposes.
 - o Advertising
 - Car and truck expenses (Really think about this and make sure it is for business use) (about the nature of the business & case note the reasoning behind your decision if you decide to allow the expense as a deduction)
 - o Commissions and fees
 - Contract labor
 - Employee benefit programs
 - Insurance other than health
 - Interest (business mortgage or other interest on assets that the business owns do NOT count interest for a home mortgage even if the business is run out of the home)
 - Legal and professional services
 - Office expenses (not for home)
 - Pension and profit sharing plans
 - Rent or lease (not for home)
 - Repairs and maintenance (not for home)
 - Supplies (not for home)
 - Taxes and licenses (not for home)
 - Travel (need to obtain number of miles and multiple by state allowance of .445 (or whatever the current state of Florida allowance is). Also, really think about this. If the client is traveling a lot throughout the day because he is a salesman, then deducting his business travel mileage is fine; however, if the client is traveling to one location to work an 8 hour day, then that should not be deductible- it is like us traveling to our offices every day)
 - Utilities (not for home)
 Wages Note: Deductions for payment to employees can be allowed but only when itemized & the employee's name is identified. Such deductions are only allowed when the payment is not to members of the applicant's household as such payments are part of the household member's countable income. If the business is paying a family member and claiming it as wages paid rather than as

a withdrawal from the business, then it would reduce the business's income, but the family member-employee would be listed on the tax return. Their wages would be counted in the family income. If they were not listed as having received wages on the Schedule C, then it is just a withdrawal from the business and does not reduce the business' income.

- Other Expenses (depends on what they are talking about need to case note the reasoning behind your decision if you decide to allow the "Other Expenses" as a deduction)
- For Schedule F, we may also allow Chemicals, Conservation Expenses, Custom Hire, Feed, Fertilizers & Lime, Freight & Trucking, Gasoline/fuel/oil (if a business expense), Labor Hired, Seeds & Plants, Storage & Warehousing (if not for personal use), Supplies, Utilities (if not for the home), Veterinary/breeding/medicine

Examples of what documentation is not acceptable for deduction when using a tax return:

- Depletion
- Depreciation
- Meals and entertainment

If a documented expense is not on this list, see your supervisor before going any further.

You will often be challenged by parents on why not all IRS deductions are allowable. A recommended response is that we are not determining how many taxes they owe but rather what amount of income is available for them to care for the family.

How do I know if they are working enough hours to qualify, when I'm basing eligibility on a tax return?

Hours worked per week must be equivalent to 20 hours at a minimum for one parent households, or a combined 40 hours for two parent households- effective July 1, 2013. Consider current Minimum wage

Example: They made approx. \$5200 gross (or after allowable, documented/collected deductions) on the tax return

\$5200/52 = \$100/week.

\$100/minimum wage (\$8.65 per hour, effective June 1, 2021) = average of 11.56 hours per week. At this point, the family service specialist would need to ask additional questions and request documentation showing that the parent worked the minimum required hours to qualify. This would need to be documented in a case note along with written documentation. Note: A parent does not have to earn minimum wage in order for the coalition to consider him or her employed. A Family Service Specialist does have the obligation to continue asking for explanations and documentation until the FSS is satisfied that they understand the situation and must casenote the factors that helped them make the eligibility determination.

Consider when the person began the business, and you can allow them a 6-month start-up period in which perhaps they weren't making the equivalent of 20 hours/week at minimum wage. Then try the calculation again.

If, at the time of redetermination, the parent has been self-employed for a reasonable period (six months), and is showing consistent business loss, the family service specialist should ask questions, such as, "How do you pay your household expenses if your only income source in the home is operating at a loss?" Based on the response, the specialist should decide how to proceed. If the explanation is not adequate, the specialist may require additional documentation. Self-employment determinations vary, and the coalition must handle them on a case-by-case basis.

What about partnerships?

Use the clients' % of ownership to adjust the gross income to determine their income. You will need to collect proof of their ownership, such as an S-Corp certificate. You cannot deduct the partner's "drawing" (salary) as a deduction.

In businesses that have multiple partners, the net income would be multiplied by the client's percentage of ownership. For example, a business is owned by a husband, wife & brotherin-law. To determine the household's portion of income when the husband and wife are our applicants and each partner owns a one third interest in the business, the net income is multiplied times 33.3% times 2 to account for each spouses share. We allow up to 6 months for startup of a self-employed business after which we would expect the net income to be at least equivalent times 20 hours/week time minimum wage in order to meet purpose of care (employment). If 2 household members are employed by the business then the net income must equal a combined 40 hours/week in order to meet the purpose of care. We would expect that the owners would earn the equivalent of minimum wage. If a business has been in existence for over six months and the client is not earning at least minimum wage, then there must be a reasonable explanation as to how the client is able to pay for shelter, food, etc. and as to how they are working enough hours to meet the purpose for care requirement.

What about people paid "under the table"?

We cannot allow any deductions here, because they are not paying any taxes. Use only their gross income.

Other Important Information

- We do not allow deductions for one's home even if the business is located there as no family can deduct such however, costs for renting a separate location from which to operate the business is allowable.
- Deductions are not recognized for withdrawals made by the applicant, as this will count towards their household income.
- If you allow something to be deducted that could be questioned, always case note the rationale behind your decision.

SR/RR Mail Policy & Procedures

Policy:

All outgoing mail must be dated on the date mailed.

Copies of all mailed notices, letters etc. will indicate the date mailed and to whom and will be kept in either the parent or the provider file, whichever is appropriate.

Mail received may be date stamped upon opening.

Any returned mail will be case noted in EFSM.

Returned Mail Policy

If you receive returned mail from a client, try contacting the parent by phone or email to see if you can get an updated address and new documentation for this address to add to their electronic file. If you are not successful reaching the parent by phone or email, contact the child care provider to see if they have an updated address on file and ask the provider to let the parent know you are trying to reach them to obtain new proof of residency documentation. Move the file to the tickler file for fifteen days from the date of the returned mail letter. Continue to make three attempts to follow-up with the parent to obtain new proof of residence documentation and update the tickler as needed. If the child has stopped attending the provider, you can terminate the enrollment of the child.

If you receive returned mail from a provider, try to contact the provider by phone. Child care licenses are based on physical addresses so if the provider has relocated, we will need a copy of the new child care license. If the provider has closed a post office box, verify that the physical address is the same as we have on file.

If you are unable to contact the provider and the provider has school readiness children enrolled, contact the parents of these children and inform them that they will need to choose a new provider. Check the DCF website to determine whether a licensed provider is still licensed. If a previously licensed provider is no longer licensed, inactivate the provider in CCRR immediately. If the provider was never licensed or is still considered licensed on the DCF website, uncheck the "Accepts Referrals" box. Once all of the children have been reenrolled with new providers and the billing period is closed, the provider should be inactivated. To do this, contact the Contract department.

All returned mail from parents should be uploaded to the electronic file in EFS Mod. All provider returned mail should be filed in the provider file held at Headquarters in the Provider Services department.

Eligibility Funding Transfers

Policy and Procedures

Eligibility transfers may occur at times. Factors such as change in household size, change in income, moving from an income-based category to a must-serve category and vice-versa will result in an eligibility transfer.

During a redetermination process, the Family Services Specialist must consider the factors above to determine if an eligibility transfer is needed.

Procedures:

<u>Note:</u> Should EFS Mod not be fully functional, ECS will determine eligibility using work-arounds to the extent needed. These work-arounds may include hand calculations and locally developed documents or other methods of documenting the family's eligibility so that they may receive services.

First the Family Services Specialist will need to terminate the current enrollment. Once the enrollment is terminated, the Family Services Specialist can then terminate the associated eligibility period. Once the eligibility period is also terminated, the Family Services Specialist will create a new eligibility period and select the new billing group, etc. Once all of the required information is updated in the new eligibility screen, the Family Services Specialist will click save. Once saved, the Family Services Specialist can then create and save a new enrollment that will be attached to the new eligibility period associated to the new billing group.

If it was determined that the billing group was incorrect prior to the date discovered, the Family Services Specialist will need to determine the date the billing group should have been changed. If this date is within the current month and prior to the opening of the attendance processing, corrections can be made to the enrollment by terminating the current enrollment and eligibility period the day before the change should have taken place. Once terminated, the Family Services Specialist will then open a new eligibility first, and then a new enrollment under the correct billing group. Families and providers should then be notified that a correction was made to an enrollment and a new certificate will need to be signed.

Should the change have taken place prior to the current month, the Family Services Specialist will need to terminate the current enrollment and eligibility as of the last day of the previous month. A new eligibility period and enrollment will then need to be created starting on the first of the month with the correct billing group. The Family Services Specialist will then submit an Internal Payment Correction (IPC) to the Reimbursement Department, listing the dates and other required information needed to correct the billing group for the dates up until the termination date of the incorrect billing group.

History notes should be made explaining the discovery of the incorrect billing group along with the corrections made and details of the IPC submitted, if one was necessary.

ECS Case-notes

Policy and Procedures

Case history notes are a tool for the eligibility counselor to use when determining eligibility or denying eligibility for SR services. Case history notes can fill in gaps and explain missing documentation for income calculations and/or determination of family size that are not readily explained by reviewing the paperwork and documents submitted for eligibility. They also serve as a reminder as to what was discussed in an interview, the next appointment date, redetermination due date, and benefits or services given to the family. Good case history notes also help program supervisors, reviewers, or other counselors who monitor the case files or are assigned to determine eligibility for services at a later date. The case should stand alone and proper narration of the reasons behind eligibility decisions will enable reviewers to reach the same conclusion as the authorizing worker.

If the coalition followed policy and procedures and narrated actions well, any reviewer should reach the same conclusions as the specialist that determined eligibility.

Following are SOME examples that should be documented with a casenote:

- Child is enrolled
- Redeterminations
- Mailing of Termination notices
- Mailing of Notice of Eligibility redetermination
- Any conversations with the family
- Calls received and/or returned
- Change of status: address, last name, guardianship, income, (list in EFSM the previous address/name, etc. & what you changed it to)
- Change in provider
- Change in fees
- Family is receiving Food Stamps
- Complaints
- Conversations with other agencies, resources, other FSS about the family
- Verification of employment/tips, including employee's name, date of hire, date first pay is expected, hourly rate, overtime/bonus and projected hours of employment also indicate the employer's information including the name of the employer, name/title of person with whom info. was verified.
- When requesting a different proof of residency other than the parent's license.
- Child support received and for which children as well as how child support was calculated if not evident
- Notes regarding calculation of income if not straightforward and/or certain income was not counted, etc.
- When countable income is \$0 for BG8 eligibilities (ex. How does a parent who is in school FT live on \$0 income?)
- When client is a full-time student:

If your potential client qualifies based on the above, in your EFSM parent history notes, please write, "(person's name) is a full time student as defined by (school's name). With (# hours) weekly driving time and reasonable study time, (person's name) qualifies for full time care." Case narrations should indicate any whereabouts of absentee parents, to prevent unclaimed child support

- Changes to referrals should be initialed and case narrations noted that a discussion occurred with the referring case manager on specified date and the change was authorized or a new referral
- All unusual circumstances (for example, verification with employer regarding overtime and bonuses)
- Loss of purpose of care
- Review dates

Child Support Policy & Procedures

<u>Policy:</u>

Child Support—All income must be verified. This is income for the child for whom it is intended. The amount received and for which child must be specified in EFSM Interview screen as well as in case notes. It counts in the household income as it is meant as support for the child. Child support should be addressed for each child in the home who does not have both parents in the home. Child support should be addressed for each addressed for each support should be addressed for each absent parent. For example: grandma applies for her 6 year old grandchild-child support should be addressed for both absent parents.

Child Support Documentation: Preferred Source: Verification from child support enforcement or clerk of the court website showing gross amount paid to the household on behalf of the child and the period over which it is paid. (Use the last four weeks)

Website: Child Support - Home (myfloridacounty.com)

On the printout, please write the child or children's names that the child support isfor. The following should also be written on the form: 4 weeks back is: <insert date> verified through the following website: <u>http://www.timeanddate.com/date/ateadd.html</u>

Alternate Source: Written statement from the absent parent/guardian indicating what the absent parent/guardian paid over the last four weeks including dates (including the year) payments were made. Copies of checks and/or canceled checks can accompany written statements or be submitted in lieu of written documents. A court order can be used if it was just issued-however, if the court order has been established for a period of time, the specialist should request proof of the last four weeks of payment and average income as paid. smiONE Debit Card statement.

*If for any reason the first two sources are not available, an attestation from the parent stating the amount of child support received or not received is acceptable. The case narration must explain why the first two alternatives were not available. The date, phone number, and description of what occurred when an attempt to contact an absent parent who is paying court ordered or non- court ordered child support must be entered in the narrative. Two documented attempts would be considered due diligence. Then the eligibility specialist should discuss with the custodial parent what record keeping should be set up and used to establish child support payments in the future. For example: an absent mother sends a check two to three times per month. Copies of two months of checks should be requested. If the absent parent is paying in cash, then a calendar should be maintained by the custodial parent showing dates and amounts of payments, preferably with absent parent's initials next to the payment.

Note: A written statement from the custodial parent/guardian can be accepted if they state they do not receive child support but cannot be used if they receive child support. This written statement of non-receipt serves two purposes. First, it shows that the eligibility specialist addressed the issue of child support, and second, should the information provided later show to be false, then that document can be used to establish that the parent/guardian misrepresented their circumstances.

Procedures:

When using verification from child support enforcement or clerk of the court website showing gross amount paid (not disbursed), the following steps must be used:

- 1. If document shows consistent amounts being paid at a consistent pattern, use that amount & pattern to calculate monthly amount. For instance:
 - a. Absent parent pays \$250 biweekly. The calculation should be as follows: \$250/2= \$125/wk x 52 weeks = \$6500 yearly / 12 months = \$541.67/month
 - b. Absent parent pays \$800 at the beginning of each month, then \$800 is the monthly amount to be entered in the system.
 - c. Absent parent pays \$25/wk. The calculation should be as follows: \$25/wk x 52 wks = \$1300/12 months = \$108.33 per month.
- 2. In the case where payments are sporadic or not consistent, the formula to be used is as follows:
 - a. (The sum of payments made within the last 4 weeks) / 4 weeks = ____/wk x 52 wks = _____ yearly / 12 months= ____ monthly amount

Note: Some child support documentation will show a lump sum. This lump sum may be the result of arrearages. Arrearages received for the first time or once a year are not to be included in the calculation. Include a casenote stating the following: "child support lump resulting from child support; therefore it wasn't included in the family's total income." Arrearages received in a recurring pattern (for instance, the family received a lump sum last year and another one this year) must be added to the total average household income after all income calculations have been made. A casenote explaining this must be entered.

Forms to be used with policy:

SRF62 – Child Support written statement sample

<u>Policy:</u>

<u>Note:</u> Until EFS Mod is fully functional, ECS will determine eligibility using work-arounds to the extent needed.

EFSM currently does not differentiate who terminates a child in EFSM. Previously in legacy, staff would be the one entering in a term code of provider noted term. In EFSM, providers can terminate children themselves; however they have the same termination codes that staff have available to them, so it is still not clear when a provider terminates children. ECS staff explained this to the DEL Mod team and requested this as a future enhancement to EFSM. Since there is not a current way to track this, I will be removing it from the policy until we can have a better process for these situations.

When a provider calls and says they received a denied reimbursement because the child was terminated:

First check to see why the child was terminated. If they were terminated, please advise the provider of the termination code used as well as any history notes as to why the child was terminated, for example the child moved away.

If the provider says the termination was noted in error and that the child never stopped attending, check to see if the family is still eligible and contact the parent/guardian to see if services are still needed. If the child is still eligible for care, and services are still needed, then the child can be reenrolled with no lapse in care - only **if** the child has been in attendance the whole time **and** no more than 60 calendar days have lapsed since the roster was submitted.

If the child is no longer eligible for care, advise the provider of the last day the child qualified for care and that we won't be able to pay for care beyond that day. Also review history notes and the child's file to verify term notifications were sent to the provider.

In both of these cases, if you are able to enroll the child for all or some of the time frame, please do so. If there is a period of time for which you can't reenroll the children in EFSM due to closed reimbursement, please complete an internal payment correction request or have the provider complete a payment correction request form. All corrections must be requested within 60 days of the roster due date.

Provider Transfer Policy & Procedures

<u>Policy:</u>

A parent may not transfer his or her child to another school readiness program provider until the parent has submitted documentation from the current school readiness program provider to the early learning coalition stating that the parent has satisfactorily fulfilled the co-payment obligation related to school readiness program. Satisfactory fulfillment of the co-payment obligation is defined as immediate payment of the outstanding co-payment obligation or establishment of a repayment plan for the outstanding co-payment obligation. All transfers shall be approved by the coalition.

(a) If the referenced documentation is not available, the coalition shall contact the provider to determine compliance and document compliance as reported by the provider. The coalition shall complete the transfer once the copayment obligation has been satisfactorily fulfilled.

(b) If a parent of an at-risk child defined in section 1002.81(1), F.S., is unable to satisfactorily fulfill the co-payment obligation prior to transfer, the provider shall attempt to arrange a repayment plan with the at-risk child's parent. If the provider is unable to arrange a payment plan with the at-risk child's parent, the provider shall document the repayment attempt and submit to the coalition.

The parent is required to have a **Provider Transfer Request Form** completed by the Provider before the transfer can be done. The completion of this form will ensure that all parent fees due have been satisfied by the parent. We can mail, fax or e-mail this form to the provider directly or if the parent wishes, we can give the form to the parent to hand deliver to the provider. If a parent has receipts or cancelled checks showing payment of parent fees, having the provider signing off on the transfer form is not necessary. If time will not allow completion of the form, the specialist may call the provider and fill the form out over the phone. It should be noted on the form who the specialist spoke with and the time and date. All areas of the form must be complete.

Parents can only be held responsible for parent fees in order to transfer providers, however they should be encouraged to pay any balances owed in full,or make arrangements to establish a payment plan. If a parent has a receipt(s) from the provider that would be in an amount sufficient to cover the parent fees and the receipt does not specifically say the payment was for some other charge, it will be assumed that parent fees have been paid. Please note that due to the Rilya Wilson Act, protective services children must not have a lapse in care. Therefore, although we will request that parent fees of protective services children be satisfied prior to a transfer, we will not deny a transfer of protective service children if fees are not paid.

Procedures:

Explain the transfer process to the family requesting the transfer and provide them with the Provider Transfer Form. Update their status in EFS Mod to allow the family to upload the completed form and select a new child care provider. Once the Provider Transfer Form has been completed / returned and uploaded, the Family Service Specialist will need to verify the transfer with current provider and note this verbal verification on the provider transfer form where applicable. Staff will them terminate the care at the current child care provider and follow the process of selecting a new provider and completing the new enrollment process so that a new child care certificate will be generated for the family to sign.

- 1. If the child's schedule needs to be changed or adjusted, see the section titled "CHANGING A CHILD'S SCHEDULE".
- 2. Go to the ELIGIBILITY screen and update the schedule as necessary. * Note, currently this does not generate a new child care certificate for the family to sign. This process might change with the new releases, but currently staff are to contact the child care provider and notify them of any schedule changes and history note these changes in the system.

Forms to be used with policy:

SREF52 Provider Internal Transfer Request (to use when child is transferring within the same provider but to a different location)

SREF53 Provider Transfer Request

SR Qualifying Families who are Full Time Students

Policy and Procedures

Policy:

Definition of Educational/Training—Families may qualify for child care assistance if they are in school or in training. The fewest hours that qualify a one parent household are 20 hours per week for employment, education/training, or combination of both based on the family's needs. Travel or study time cannot be used to qualify the parent to reach the minimum 20 hours per week. The fewest hours that qualify two parent households are a combined 40 hours a week for employment, education/training, or combination of both based on the family's needs.

Education & Training (ET)	Document that an official of the school or institution completes on letterhead or stationery with an official seal stating the number of classroom hours and any lab hours, date the semester/training period starts and the date it ends. Online courses are allowable. Screen prints showing student's enrollment status, hours and classes in which enrolled from the educational website are also forms of acceptable documentation. However, a coalition should consider the hours that a school-age
	child is in school. DEL requires a minimum equivalent

combination of 20 hours per week to obtain purpose for
care.

Educational activities – Includes vocational education, GED preparation, compulsory education, on-the-job training, job readiness training or postsecondary education.

Required Educational/Training Documentation - Current document completed by an official of the school or institution showing number of classroom hours and any lab hours, date the semester/training period starts, and the date it ends. This should be on appropriate letterhead or stationery for the school/institution or training program or contain an official seal. On-line courses are allowable; however, the coalition should consider the hours that a school age child is in school. Most universities & community colleges consider a FT student to be one taking 12 or more credit hours.

If the official school letter states anything less than FT, in order to find parent eligible additional documentation will be required. The student must provide in addition to the official school letter a transcript/schedule showing that ACTUAL class hours are equal to or exceed 20 hours, as travel or study time cannot be used to qualify the parent **to reach** the minimum 20 hours per week. To determine hours of care needed, we need to review the drive time, class & lab hours (documented on a transcript/schedule), and study hours (study time should be considered at a rate of one hour of study time/day for each credit hour).

From section 1002.81(16), F.S., The definition of a "Working family" means:

(a) A single-parent family in which the parent with whom the child resides is employed or engaged in eligible work or education activities for at least 20 hours per week;

(b) A two-parent family in which both parents with whom the child resides are employed or engaged in eligible work or education activities for a combined total of at least 40 hours per week; or

(c) A two-parent family in which one of the parents with whom the child resides is exempt from work requirements due to age or disability, as determined and documented by a physician licensed under chapter 458 or chapter 459, **and one parent is employed or engaged in eligible work or education activities at least 20 hours per week.** Internal procedures:

The following information should be included in the case history notes: parent is a full time student as defined by (school's name), to explain any other situation the (# hours in class, weekly driving time and reasonable study time, considered must be explained.

Verifying Employment Information

Policy and Procedures

Policy:

When a parent/guardian is unable to provide 4 weeks of consecutive paystubs, ECS staff may obtain employment income information through a locally developed employment verification form (VOE), signed statement from the employer <u>or a signed contract for</u> <u>employment</u>. ECS staff should give the parent/guardian an employment verification form for the employer to complete and sign or have the parent/guardian obtain a signed statement or signed contract for employment from the employer. Whichever document is used to verify employment it should include the employee's name, date of hire, date first pay is expected, hourly rate, and projected hours of employment. The document shall also contain the employer's information including the name of the employer, name of person completing the document and title, contact information, signature and date. If a VOE form is submitted, all fields must be completed fully and accurately.

The employer may fax, e-mail, mail, or deliver the document in person to the ECS office. The employer may also provide a written statement with the required information on the company's letterhead. If this source is not available, the FSS should make direct contact with the employer to request the information. The FSS should <u>record all contact with the employer</u> in the case history notes and on the locally developed employment verification form.

Only in extreme and rare circumstances that must be pre-approved by the Family Services Coordinator should the FSS complete a VOE by phone for the employer in place of the employer- signed statement described above.

<u>The FSS should record in the case notes the parent/guardian's employment date of hire, date</u> of first pay expected, hourly rate, overtime/bonus frequency (if applicable) and projected hours of employment and the employer's information as indicated above.

If the employer is uncertain about the number of hours the parent/guardian will work, FSS should authorize eligibility for a shorter period of time, to allow time for the parent/guardian to obtain the required number of paystubs and redetermine parent/guardian at that time. History notes explaining why paystubs are not available should be entered.

VOEs should only be used for new employment (less than 4 weeks) or for employers that pay "under the table". Do not accept VOEs for clients who receive paystubs unless the last 4 weeks of paystubs provided for the client's initial enrollment or redetermination would not reflect their normal work activity. Examples of this include enrollments/redeterminations that occur right after holidays where the client's employer was closed for multiple days or hours were drastically cut. Another example would be a change in position or raise with the same employer within the last 4 weeks. If a client does not have the necessary eligibility paperwork at the time of the interview, (through paystubs or a Verification of Employment), do not make the client eligible for services. Do not enroll or redetermine a client who receives paystubs without having 4 weeks of consecutive paystubs in hand that does not fall under the examples listed above.

Procedures:

Reviewing Pay Stubs

If a parent/guardian provides the FSS with paystubs, the following should be reviewed:

- 1. Date and period of pay
- 2. Gross/Regular Pay
- 3. Bonus and Overtime Pay (YTD)
- 4. Hours worked
- 5. Status
- 6. Name and Address
- 7. Child Support Deductions

Please question the parent and employer of any variation in payment. For example, if the FSS notices that parent/guardian has a significant YTD under bonus or overtime. The parent/guardian should be asked about the amount. It should be verified by the employer and noted with a detailed history note. Information provided by the employer will help the FSS determine if the bonus/OT should be included in the count.

Using a VOE form or employer letter:

At the time of new enrollment and/or redetermination ECS staff must verify VOE's or letters from employers by phone. All pertinent information on the VOE or letter must be verified and manual notes and EFSM history Case notes must contain the following information: employee's name, date of hire, date first pay is expected, hourly rate, and projected hours of employment. The document shall also contain the employer's information including the name of the employer, name of person completing the document and title, contact information, signature and date. (A copy of the case history notes for employment verification shall be placed in the eligibility file.)

12/13/06-called employer at 850-922-4620-spoke to area manager Ed Bell who stated Ms. Johnson was employed beginning 12/10/06 works 30-35 hours per week at \$9.50/hour- your initials

Using the Work Number:

Work number verifications must be completed by the FSC. Each FSC has an account set up to access verifications as follows:

To use your Work Number account:

1. Go to The Work Number web site: <u>https://www.theworknumber.com/SocialServices/</u>.

- 2. Click the red "Log In" button.
- 3. Enter <u>your</u> username

<u>4</u>. You will now be able to access all of the features of The Work Number Government Services.

In order to obtain the verification the parent/guardian must provide their ssn and their employer code (if known). Once the request is submitted The Work Number will fax us the verification within 5 business days. The employee cannot request their own information, unless the company they work for pays for that service feature.

If a potential client (or one we are re-determining) has just started to work with a company that utilizes the Work Number, it may be up to 15 business days before we actually get the VOE (10 days for the company to register the employee, and an additional 5 days once we have accessed the Work Number to receive the VOE via fax). During this waiting period we are unable to authorize the client for care because we don't have the required documentation of their employment and income.

SR Proof of Child's Age

Policy and Procedures

Policy:

Qualifying Child Documentation

Birth certificates or other proof of the child's age must be obtained as an eligibility requirement. Care cannot begin until the birth certificate or other proof of age is in our file. The following list is acceptable proofs of age:

- An original or certified copy of the child's birth record filed according to law with the appropriate public officer.
- An original or certified copy of the child's baptism certificate or other religious record of the child's birth, accompanied by an affidavit, that the child's parent swore to or affirmed, stating that the certificate is true and correct.
- An insurance policy on the child's life that has been in force for at least two years.
- A passport or certificate of the child's arrival in the United States. (See Appendix F U.S. Citizenship.)
- An immunization record that a public health officer or licensed practicing physician signed.
- Florida SHOTS documentation.
- A valid military dependent identification card.
- Official court documents.
- Protective services and TANF Child Care Authorization Forms if the Child Care Authorization Form includes age. (Note – Domestic violence/homeless Child Care Authorization Forms are not acceptable forms of age verification.)
- Official vital statistics records.
- If a child's parent is unable to submit any of the supporting documentation listed above, a coalition shall document the child's age based on an affidavit that the child's parent swore to or affirmed. A certificate of age, that a public health officer or licensed practicing physician signed, must accompany the affidavit and must state that the physician has examined the child and believes that the age shown on the affidavit is true and correct.

Note – DEL expects that safety is a priority for clients whom DCF or its contracted communitybased provider referred. A coalition should not deny SR services if a child's age is not on the Child Care Authorization Form. However, a coalition must obtain age verification within 30 days of initial eligibility determination. Coalition staff should document due diligence and contact the referring agency for proof of age if unable to obtain such proof from the parent.

Important Note: Proof of age for children in the household not receiving services must be collected. If this information can't be collected at time of initial enrollment or redetermination, allow the parent 10 calendar days to gather & provide the proof of age for child or children not receiving services. If proof is not received within the 10 allowable days, continue to contact the client making 3 attempts to collect documentation.

At Risk Children should not be denied services while the coalition employee or its designee obtains the necessary documentation to support the child's age. However, this **does not** relieve ECS from efforts in obtaining the documentation. ECS must work with the referring entity to obtain the supporting documentation which could be a copy of the court order indicating the child was removed from the home. The Family Services staff use the Three Attempt Form to document requests for missing documentation. The attempts are sent in increments of 10 days. The Three Attempt Form should be maintained in the electronic client file and case-noted as documentation to support the efforts made. Supporting documentation obtained must contain the child's name and date of birth, establishing the child is of an appropriate age to receive funding.

When we receive referrals from the Department of Children and Families or a referral from a Workforce Agency, additional procedures will be necessary to satisfy proof of age requirements. These may include:

- a. Requesting a copy of the age verification document to be submitted with the referral; documentation must be one of the sources listed above
- b. If the referring agency cannot provide one of the Partnership approved sources described above, then verification of age must be obtained directly from the client;
- c. In order that services are not delayed, protective services and foster care clients shall be given an initial period of 10 working days to provide verification of age. See BG1 ECS POLICY & PROCEDURES for detailed information on attempts to obtain documentation.

For children listed on as OTHER household members who are not receiving care, the Family Services Specialist should request a birth certificate or other acceptable proof of birth or proof of guardianship for any children being counted in the household even if they are not receiving services. The Family Services Specialist should interview the client regarding each child listed in the household to obtain adequate information for the family size composition. In situations where the client is not the parent FSS should determine exactly when and how this child became part of the household size. The situation should be documented in case notes.

Policy and Procedures

Policy:

ECS may verify employment of income eligible clients between redeterminations. The Senior Director of Programs in consultation with the Chief of Programs will determine when this step is needed and direct staff to begin the employment verification procedures outlined below.

Procedures:

- 1. Run designated report and save in excel format. Delete all referral based billing groups (BG1, BG3, BG5).
- 2. Add the following columns to the spreadsheet: Date employer called, Employed-Y/N, Date termination notice sent, Date terminated, Date redetermined, Notes.
- 3. Begin by calling employers of all BG8 clients. Lastly, the Senior Director may ask that you run the report again and call the employers of BG3R clients.
- 4. If employer reports client is no longer working, ask what the client's last day of employment was and record in EFS Mod history notes. Send 14 day termination notice to client and provider, if the time period of unemployment has been beyond a three month reestablishment of purpose of care period. If the amount of time has been less than three months, then the Family Services Specialist will need to update the record to start a three month period to establish a purpose of care starting the date employment was terminated. Client and provider will be notified of the change in status and that new purpose of care documentation will need to be received prior to the end of the three month establishment period.
- 5. If client comes in with new employment information, verify start date. If start date was before termination notice was sent, update system with new employment information.
- 6. If start date was after termination notice was sent and 3 months has not lapsed since last day of employment, update the system with new employment information.
- 7. If start date was after termination notice was sent and 3 months has passed since last day of employment, send a14 day term notice. Refer cases to the compliance department when appropriate.
- 8. Record all contacts, notices ad redeterminations in EFS Mod history notes.

Best Practice of Social Security Numbers <u>Policy</u>

Policy:

Per DEL policy, social security numbers are not required and ECS will not ask a client to provide it. However, when a Social Security Number is provided by the client, it will be added in the system. When reviewing documents, the Family Service Specialist will check for Social Security Numbers shown on any documents, such as child support, paystubs, shot records, uploaded in the system. Once the changes are made, the change needs to be noted in the history notes.

SR Citizenship Requirements Policy and Procedures

Citizenship

Each child receiving services must be a U.S. citizen or qualified alien. Verification of U.S. citizenship or a qualified noncitizen status must be obtained for each child prior to authorizing school readiness services.

The coalition shall keep a record of at least one of the following supporting documents establishing citizenship for each child:

1. U.S. birth certificate.

2. An original or certified copy of the child's U.S. birth record filed according to law with the appropriate public officer.

3. U.S. passport.

4. Lawfully admitted alien document (e.g. Forms I-94, I-94A, I-197, I-551 & I-766) with non-U.S. passport.

5. Certificate of U.S. citizenship or naturalization.

6. Documentation of the child's Medicaid eligible status with the exception of Medicaid benefits received through the emergency medical assistance program as a non-citizen or non-qualified alien.

7. For TANF children identified in Section 1002.87(1)(a), F.S., the child's status as a TANF recipient, as indicated on a child care authorization submitted by the referring agency, is sufficient to establish the child's citizenship.

8. If no supporting documents listed in subparagraphs (b)1.-7., above are available for a homeless child as defined in Section 1003.01, F.S., a coalition can accept a notarized statement provided by the child's parent or homeless shelter to establish the child's citizenship.

<u>*Note –</u> An individual does not qualify for federally funded benefits if he or she is in the U.S. for a limited period of time, such as tourism or as a student, and he or she plans to return to his or her country of origin. These individuals do not qualify to receive federally-funded benefits.

Declaration of status

- Accept the applicant's written declaration, made under penalty of perjury and possibly subject to later verification of status, that he or she is a U.S. citizen, noncitizen national or qualified alien. Specialists should ask the applicant to obtain valid documentation of citizenship and provide such documentation at the next redetermination appointment.
- Accept a written declaration, made under penalty of perjury and possibly subject to later verification of status, from one or more third parties indicating a reasonable basis for personal knowledge that the applicant is a U.S. citizen, noncitizen national or qualified alien.

Note – The declaration of status option presents a greater potential for undetected false claims and a coalition should use it with caution. The coalition could ask the applicant to

demonstrate why a document does not exist or why he or she cannot readily obtain it. The coalition must impose such a requirement equally on all applicants and cannot apply the requirement in a discriminatory manner. In these circumstances, the coalition must use case history notes for documentation. A coalition should not disallow SR services due to use of this option.

Qualified alien status (s. 431(b), PRWORA of 1996)

The term "qualified alien" means an alien who, at the time he/she applies for, receives or attempts to receive a federal public benefit, is one of the following-

- An alien who is lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- An alien to whom the government grants asylum under INA section 208.
- A refugee who gains admittance to the U.S. under INA section 207.
- An alien who receives parole into the U.S. for a period of at least one year under INA section 212(d)(5).
- An alien whose has deportation withheld under INA section 243(h).
- An alien who receives conditional entry pursuant to INA section 203.

SR Definition of a Parent Requirement Policy and Procedures

Definition of a Parent

Federal regulation provides the definition of a parent for the purpose of establishing a child's eligibility for SR services. A parent means a parent by blood, marriage or adoption and also means a legal guardian or a person standing in loco parentis. In loco parentis is a person who acts in place of a parent, assuming care and custody of a child by a formal or informal agreement with the child's parent. Florida law states that a parent is either or both parents of a child, any guardian of a child, any person in a parental relationship to a child or any person exercising supervisory or temporary authority over a child in place of the parent.

Attachment II.G. Program Assessment

DEL has identified the CLASS assessment as the program assessment tool to be used to determine child care provider eligibility to participate in the School Readiness program. The ELC, working through our primary service provider, will implement 6M-4.740 Program Assessment Requirements for the School Readiness Program and require providers to participate in program CLASS assessments to be eligible to deliver the School Readiness program.

Child Care providers will be given an exemption if they qualify based on 6M-4.740 unless they request to opt in and receive a CLASS assessment. Providers with an exemption will be required to have an assessment if they cease to qualify for the exemption. Should this occur, the ELC will give the provider notice within <u>thirty (30)</u> twenty-one (21) calendar days of the provider no longer being eligible for the exemption. A CLASS assessment will be performed within thirty calendar (30) days of the date of the notice.

If a provider has CLASS assessment with a score below the Contract Minimum Threshold, and the provider does not request a second assessment that meets the Contract Minimum Threshold and/or does not qualify for a waiver as described below, the provider's contract will be terminated or not renewed. Written notice of termination will be sent to the provider from the coalition at least thirty (30) calendar days before the termination/nonrenewal date. Written notification must include a reason and identify the contract revocation period.

Providers that have been determined ineligible to contract based on program assessment scores may pay for additional assessment(s) for selected classrooms to be conducted by a DEL approved observer. Providers must meet the Contract Minimum Threshold to be reconsidered for a SR School Readiness contract.

Providers requesting an additional CLASS assessment, assessment must request the CLASS assessment(s) in writing and once received, a Request Form will be sent to the provider to document the reason for the requested assessment along with the provider's preference of assessor. The provider's preference will be considered, but final determination of who will assess the provider will be decided upon availability of the requested assessor type. Provider will also submit payment of up to \$425, per assessment, to cover the cost of additional assessment(s) prior to the completion of needed assessment(s). Second assessments performed by ELC observers: \$415 each. Second assessor used and the amount charged by the vendor.

Providers that are currently exempt and want to opt into the program must request the CLASS assessment in writing to the ELC sixty (60) days prior to contracting. The ELC will coordinate program assessment within sixty (60) calendar days within receipt of the notice.

Providers with a CLASS composite score falling below the Contract Minimum Threshold_willThreshold will have their contract terminated with thirty (30) calendar days-notice unless a waiver is granted.

A waiver may be granted to a provider whether or not the provider is currently on a QIP at the time the provider receives a CLASS score below the Contract Minimum. Waivers will be granted basedgranted based on the local child care capacity needs as defined in the ELC's plan and will require the provider be placed on a QIP as a condition of the waiver. The waiver will allow the provider to remain contracted as long as if they meet the conditions of the waiver.

A waiver will be considered, if the community assessment indicates that care may not be adequate to fully meet the needs of the community and the provider has paid for and completed a second assessment according to the above policy and still scored below the Contract Minimum Threshold -Threshold. A community is defined for this purpose as a county. A community is deemed to not have adequate care to fully meet its needs if the available legally operating child care slots in total or for any age group is less than or equal to the number of children birth through 12 or the number of children in a specific age group and assumes the provider in question is no longer contracted for School Readiness. In deciding whether to grant a waiver based on the community's needs, the ELC may also consider data updated since the last community needs assessment, the provider's past 2-year history of DCF violations, the provider's CLASS score in relation to the Contract Minimum Threshold and the provider's previous 2 year's School Readiness contract compliance issues. Providers with more than two (2) Class 1 violations within the past 24 months may not be issued a waiver based on the Early Learning Coalition's discretion.

The provider must remain on a QIP as long as the waiver is in place. Providers that have been determined to be essential to meeting child care capacity and have an active QIP shall not have a QIP for more than three (3) consecutive years. Providers that surpass this number will not be eligible to contract for the School Readiness Program for a period of up to five (5) years as determined by the ELC.

Should the ELC revoke a provider's eligibility to contract based on the provider's CLASS assessment composite score and this is the first time the provider has had its eligibility revoked for this reason, the provider will remain ineligible to contract to participate in the School Readiness program for no less than one (1) full contract term in the year following the original termination date. After that time if the provider has another CLASS assessment completed by an authorized assessor <u>authorized by ECS</u>, and the composite CLASS Score meets or exceeds the Contract Minimum Threshold, the ELC will allow the provider to contract for School Readiness assuming the provider meets all other criteria. If the provider does not receive a composite score at that time that meets or exceeds the Contract Minimum Threshold, the provider will remain ineligible for five (5) years based on the original contract termination date. If a provider that was allowed to contract with the ELC after having their eligibility revoked previously, receives a CLASS assessment with a composite score below the Contract Minimum Threshold and does not qualify for a waiver, that provider will have their School Readiness contract terminated with thirty (30) calendar days-notice and will not be eligible to contract for five (5) years from the termination date.

Any provider who is required to submit a QIP or is terminated due to their CLASS score will be given a copy of the ELC/ECS Due Process Procedures either as a hard copy or electronically.

Attachment II-H – Use of Pre and Post Assessments

Qualifying providers can opt into participation in Child Pre Post Assessments at the time of contracting. Providers on a Quality Improvement Plan due to a waived Contract Minimum Threshold CLASS score will be ineligible to receive the child assessment differential rate. Participating sites will administer a DEL approved assessment three times a year. Participating sites will ensure teachers conducting child assessments are certified reliable as determined by the child assessment tool. Teaching_Strategies Gold (TSG), Galileo, and COR may be used by providers voluntarily fulfilling the requirements to qualify for a payment differential through the 2024-2025 program year for provider's already contracted for SR at the time of notice from DEL announcing TSG as the sole vendor.but tThe ELC and its primary service provider will support TSG only through training, technical support and financially with the exception of the payment differential available to providers using any of the three assessments. The ELC will support child portfolios, as funding allows, for providers choosing Teaching Strategies Gold (TSG) as their Child Assessment tool. Programs in the enrichment program are given resources and materials to assist them in completing assessments and using the results to individualize instruction, as needed. Provider's opting in to Child Assessments in the future will only be able to utilize the DEL approved sole vendor, Teaching Strategies Gold to be eligible to qualify for payment differential.

Members of the primary service provider's Education Specialists have also completed the training and will be available to providers for technical assistance as needed. Training will focus on how classroom teachers can use TSG to inform individualization of instruction. Education Specialists will assist providers to providers to individualize instruction as needed and be available for technical assistance throughout the service area.

To recruit new providers, training, technical assistance, and financial <u>supports</u> such as stipends, will be offered as funding and capacity allows.

Attachment V. A. 2. Monitoring

Policy and Procedures for Refusal to Contract Based on Class 1 Violations

In accordance with 1002.88(2)(b) the ELC of North Florida may refuse to contract with a provider or revoke a provider's eligibility to deliver the School Readiness Program if the provider has been cited for a Class 1 violation by the Department of Children and Families (DCF). The following is the ELC's plan for implementation.

DCF Class 1 violations will be tracked by the ELC through their Service Provider. The Service Provider will monitor violations through child care provider self-reporting, DCF notification and through a report run monthly in the CARES system listing all providers with Class 1 violations. Monitoring will ensure continuing compliance with ELC standards and in conjunction with plan element V.A.1. Any providers with Class 1 violations will be required to submit a corrective action plan to prevent future violations.

Providers meeting the conditions of Emergency Termination in the Statewide School Readiness Provider Contract, Form DEL-SR 20 will be terminated according to the contract provisions regardless of the number of Class 1 violations to date. Otherwise, providers will not be terminated after the first instance of receiving a DCF Class 1 violation. An instance is considered all Class 1 violations resulting from a single incident on a single day.

Providers receiving a Class 1 violation in a 2nd instance within a rolling 2-year period may finish the year's SR contract but will not be eligible for SR contract renewal unless corrective action plan (CAP) has been approved by the Service Provider and successfully implemented by the provider.

A CAP for the 2nd instance of Class 1 violations will consist of staffing changes, and changes to personnel policies as deemed necessary by the ELC's Service Provider to prevent or reduce the risk of another Class 1 violation if appropriate under the circumstances. All CAP's will also include documentation of at least 8 additional hours of staff training relevant to the area of non-compliance that must be approved by ELC's Service Provider. To have a CAP considered successfully implemented, the provider must deliver to the Service Provider sign-in/sign-out sheets for the training listing every staff employed at the program as having attended the training. The training may be online or in person but there must be a way to track attendance for training to be accepted as a CAP. Additionally, a training agenda and short narrative relating the training to the most recent Class 1 violation must be included in the packet sent to the Service Provider. Lastly, documentation concerning the training and its publisher or author must be included but if it is published by a 3rd party, information concerning the training and the publisher such as a web link will be sufficient.

All CAP's required for this purpose must be completed prior to a new contract being issued. The CAP and the required training are the sole responsibility of the provider. The ELC and its Service Provider may assist in developing the CAP or in providing the training as resources allow but ultimately the provider is responsible for all aspects of the CAP and the ELC and its Service Provider are responsible for approving the CAP and approving its successful completion. Should the provider choose not to submit a CAP or fail to implement it successfully that provider will not be eligible for contract renewal for at least one year. If there is a third instance of receiving a Class 1 violation within a 2-year rolling period, the provider will be ineligible for School Readiness contract renewal for a period of 5 years.

Any <u>childcare</u> provider found ineligible to contract for School Readiness may reapply for the new contract year after <u>meeting the following two conditions:</u>

- 1. The ineligibility period of 5 years has passed.
- 2. The provider has not received any CLASS 1 violations within the last 2 years from the date the provider requests to recontract. having received 2 consecutive DCF inspections containing no Class 1 violations after having not been eligible to contract for a period of 5 years.

When Aa provider that contracts for School Readiness after having been ineligible to contract due to Class 1 violations and subsequently has another CLASS 1 violation within the first year of <u>re-</u>contracting again, the ELC and its Service Provider will review the violation instance and make a decision as to whether the provider will be allowed to continue contracting or if the contract will be terminiated terminated. An instance is considered all Class 1 violations resulting from a single incident on a single day.

Providers meeting the conditions of Emergency Termination in the Statewide School Readiness Provider Contract, Form DEL-SR 20 will be terminated according to the contract provisions regardless of the number of Class 1 violations to date. Otherwise, will be allowed to remain contracted for School Readiness for the remainder of the contract year but will be ineligible to contract again for 5 contract years.will be allowed to remain contracted for School Readiness for the remainder of the contract year but will be ineligible to contract again for 5 contract years.

Any provider that is found to be ineligible to contract due to Class 1 violations will be given a copy of the ELC grievance policyDue Process Procedures either by hard copy or electronically.

ACTION ITEM SUMMARY

DESCRIPTION	Episcopal Children's Services 2024/2025 Contract Amendment #0002-24:					
Reason for						
Recommended Action	<u>Revisions:</u>					
	 A. Item #1 added the state funding information for the SR Plus Program, per September 24, 2024 Notice of Award. B. Item #2 revised language regarding certain ECS personnel documents to be available to the Coalition by way of their company-owned share point. C. Items #3 and 5 included updates to the <u>School Readiness</u>, <u>Additional School Readiness-Related Programs</u> budgeted amounts for the SR Plus Program per the September 24, 2024 Notice of Award. D. Item #3 added the UF Lastinger Contract into narrative section of Additional School Readiness-Related Programs. (This was added to the SR Budget contract attachment with the 24/25 contract amendment #1, but was not added to the narrative section of the contract.) E. Item #4 added the new parent fee schedules revised by DEL September 24, 2024. 					
	If this is not done, the following would occur:					
	 A. ECS's contract would not include state funding information for the SR Plus Program, which is required. B. The Coalition would be out of compliance with DEL's grant agreement requirement regarding certain subrecipient personnel documents. C. ECS's contract would not have the correct budgeted amounts for the School Readiness Additional School Readiness-Related Programs for the SR Plus Program. D. ECS's contract narrative section would not include the UF Lastinger Contract 					
	to then match up to the SR Budget contract attachment.E. ECS's contract would not have the most current and correct parent fee schedules.					
How the Action will be accomplished	Approval of ECS 2024/2025 amendment #0002-24, and party signatures.					

Amendment 0002-24 Primary Services Contract Episcopal Children's Services

THIS AMENDMENT, entered into between the Early Learning Coalition of North Florida, Inc. hereinafter referred to as the Coalition, and Episcopal Children's Services, hereinafter referred to as the Contractor, amends the **2024-25** primary services contract as follows:

Item #	Page #	Headings and Text
1	2	1. State Of Florida Requirements
		d) CSFA (Catalog of State Financial Assistance) notification : The Contractor shall ensure all its activities under the Contract shall be conducted in conformance with the regulations required under the Voluntary Prekindergarten Education Program award ₇ CSFA number 48.108, and the School Readiness Plus Program award CSFA number 48.209.
2	21	
		13. Shall submit to the Coalition by July 10, October 10, January 10, and April 10 of each contract year a letter of verification Employee Verification Report listing all personnel assigned to work on this contract and confirming they have: a. passed the level 2 background screening standards as set for in s. 435.04, F.S., or passed the level 1 background screening standards as set forth in s. 435.03, F.S. (accordingly), (including most current screening results date and date employee allocated/assigned to this contract) b. the highest level of education claimed if required by the position, c. all applicable professional licenses claimed, if required by the position, d. applicable employment history, if required by the position, and e. the Contractor has all of this the above documentation of verifications available upon request on their company-owned share drive with unrestricted access granted to Coalition Personnel and/or Contract Management staff.
3	22- 23	VII. Method of Payment (SR)
		This is a cost-reimbursement contract. The Coalition shall pay the contractor for the delivery of service provided in accordance with the terms of this contract for a total dollar amount up to and not to exceed \$21,959,147 . This funding is inclusive of the annual DEL School Readiness Grant Award which does not include local match funds, and is based on availability of funds . If county allocations are reduced at the state level, contracts will be amended accordingly . Up to and no more than \$485,783 may be allocated to adminsitrative expenditures. Local match will be reimbursed based on funding from match raised from local grants up to the amount earned or the amount of the local grants, whichever is less.
		Additional School Readiness-Related Programs and Funding:

		The following programs' funding is exclusive of the annual DEL School Readiness Grant Award funding. Contractor reimbursements will be based on all provisions as set forth in the individual contracts and/or DEL Grant Agreements.
		A. The American Rescue Plan Act (A.R.P.A.)
		The ARPA Discretionary grant of <u>\$34,410</u> funds the Build CLASS Capacity Double Coding Initiative, and the Impact Child Outcomes Expand Access to Curriculum Initiative.
		B. <u>Early Learning Florida</u> The Coalition shall pay the contractor for the delivery of service provided in
		accordance with the terms and conditions of DEL's "Early Learning Florida Contracts" [in cooperation with The University of Florida Board of Trustees,
		a public body corporate of the State of Florida for the benefit of its Lastinger Center for Learning ("University")] with the Coalition:
		To support the implementation of Early Learning Florida professional
		development courses for the Coalition's Child Care Providers that support local quality improvement goals (effective dates 07/01/24 – 06/30/25) for a
		total dollar amount up to and not to exceed \$10,000.
		C. <u>School Readiness (SR) Plus</u> The SR Plus program helps low-income families pay for child care while also
		lessening the effect of the "benefits cliff" when they are deemed no longer
		eligible for the full subsidy under the School Readiness (SR) Program. The intent of the program is to ensure SR families are economically self-sufficient and are
		capable of taking on the full cost of child care when they exit the SR program by paying an increased portion towards the cost of their child care as their income
		increases. In essence, it supports a family with accepting a promotion while not losing the entire child care subsidy.
		SR Plus is for families that received SR child care services and recently exited the SR program due to a family income exceeding 85% of the State Median Income
		(SMI). The SR Plus program will continue to assist families with the cost of child care after they are no longer eligible for the SR program. There are two main
		eligibility requirements for families: termination from the SR program and family income above 85% of the SMI and at or below 100% of the SMI. See
		attachment 6 for the SR Plus Sliding Fee schedule showing the household size and income that would quality a family for this program, after a family has
		received School Readiness services. The September 24, 2024 grant award is
		\$541,825. This amount includes up to 5% (\$27,091) for General Administration.
4	71	Attachment 6 Sliding Parent Fee Schedules
		(Attached, pages 4-5 revisions replaces original contract attachment and is
		incorporated as part of this amendment.)

5	79- 80	Attachment 8 School Readiness Budget
		(Attached, pages 6-7 revisions replaces the original contract attachment and is incorporated as part of this amendment.)
		END OF AMENDMENTS

ATTACHMENT 6 SLIDING PARENT FEE SCHEDULES

Sliding Fee Scale for		ELC of North Florida		0	Coalition												
Effective d	late	September 24, 2024			I			of Early		0							
	ILY FEE		Ann	ual Gross Inc	come - Num			E SCHI	EDULE								
Full-Time	Part-Time	FPL as indicated unless exceeds	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
0.80	0.40	85% SMI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
		50%FPL	7,530	10,220	12,910	15,600	18,290	20,980	23,670	26,360	29,050	31,740	34,430	37,120	39,810	42,500	45,190
1.60	0.80	75%FPL	7,531 11,295	10,221 15,330	12,911 19,365	15,601 23,400	18,291 27,435	20,981 31,470	23,671 35,505	26,361 39,540	29,051 43,575	31,741 47,610	34,431 51,645	37,121 55,680	39,811 59,715	42,501 63,750	45,191 67,785
2.40	1.20		11,296 15,059	15,331 20,439	19,366 25,819	23,401 31,199	27,436 36,579	31,471 41,959	35,506 47,339	39,541 52,719	43,576 58,099	47,611 63,479	51,646 68,859	55,681 74,239	59,716 79,619	63,751 84,999	67,786 90,379
3.20	1.60	- FPL	15,060	20,433	25,820	31,200	36,580	41,960	47,333	52,713		63,480	68,860	74,235	79,620	85,000	90,380
			17,571	23,847	30,124	36,401	42,678	48,955	55,232	61,508	67,785	74,062	80,339	86,616	92,893	99,170	105,446
4.00	2.00		17,572	23,848	30,125	36,402	42,679	48,956	55,233	61,509	67,786	74,063	80,340	86,617	92,894	99,171	105,447
		70% SMI	20,081	27,255	34,428	41,602	48,776	55,949	63,123	70,297	77,471	84,644	91,818	98,992	104,999 106,165	107,057 113,339	109,116 120,513
4.80	2.40	- 70% SMI, 85% SMI	20,082	27,256	34,429	41,603	48,777	55,950	63,124	70,298	77,472	84,645	91,819 100,881	98,993 102,940	106,166	113,340	120,514 132,498
		150%FPL	22,590	30,660	38,730	46,800	54,870	62,940	71,010	79,080	87,150	95,220	103,290	111,360	119,430	127,500	135,570
5.60	2.80	-	22,591	30,661	38,731	46,801	54,871	62,941	71,011	79,081	87,151	95,221	103,291	111,361	119,431	127,501	135,57
		70% SMI, 85% SMI	23,468	31,852	40,235	48,619	57,003	65,386	73,770	82,154	90,537	98,822 98,921	107,305	115,688	124,072	129,998 132,456	140,839
6.40	3.20	85% SMI	23,469	31,853	40,236	48,620	57,004	65,387	73,771	82,155	90,538	98,922	107,306	115,689	124,073	132,457	140,840
		-	24,346	33,043	41,741	50,438	59,135	67,833	76,530	85,227	93,924	102,622	111,319	120,016	128,714	137,411	146,108
7.20	3.60	70% SMI	24,347	33,044	41,742	50,439	59,136	67,834	76,531	85,228	93,925 96,764	102,623	111,320	120,017	128,715	137,412	146,109
		-	25,224	34,235	43,246	52,257	61,268	70,279	79,290	88,301	97,312	106,323	115,334	124,345	133,356	142,367	151,377
8.00	4.00	85% SMI	25,225	34,236	43,247	52,258	61,269	70,280	79,291	88,302	97,313	106,324	115,335	124,346 124,998	133,357	142,368	151,378
		_	26,102	35,427	44,751	54,076	63,400	72,725	82,050	91,374	100,699	110,024	119,348	128,673	137,997	147,322	156,647
8.80	4.40	85% SMI	26,103	35,428	44,752	54,077	63,401	72,726	82,051	91,375	100,700	110,025	119,349 122,498	128,674	137,998	147,323	156,648
		-	26,980	36,618	46,257	55,895	65,533	75,171	84,810	94,448	104,086	113,724	123,363	133,001	142,639	152,278	161,916
9.60	4.80	70% SMI	26,981	36,619	46,258	55,896	65,534	75,172	84,811	94,449 94,705	104,087	113,725	123,364	133,002	142,640	152,279	161,917
		185%FPL	27,861	37,814	47,767	57,720	67,673	77,626	87,579	97,532	107,485	117,438	127,391	137,344	147,297	157,250	167,203
10.40	5.20	85% SMI	27,862	37,815	47,768	57,721	67,674	77,627	87,580	97,533	107,486	117,439 119,999	127,392	137,345	147,298	157,251	167,204
		-	28,991	39,347	49,704	60,060	70,417	80,773	91,130	101,486	111,843	122,199	132,556	142,912	153,269	163,625	173,982
11.20	5.60	70% SMI	28,992	39,348	49,705	60,061	70,418	80,774	91,131 92,646	101,487	111,844	122,200	132,557	142,913	153,270	163,626	173,983
		200%FPL	30,120	40,880	51,640	62,400	73,160	83,920	94,680	105,440	116,200	126,960	137,720	148,480	159,240	170,000	180,760
12.00	6.00	85% SMI	30,121	40,881	51,641	62,401	73,161	83,921	94,681		116,201 117,499			148,481			180,761
40.00			32,379	43,946	55,513	67,080	78,647	90,214	101,781	113,348	124,915	136,482	148,049			182,750	194,317
12.80	6.40	70% SMI, 85% SMI	32,380	43,947 46,666	55,514 57,646	67,081 68,627	78,648 79,607	90,587	101,782	113,349 114,999		136,483	148,050		171,184	182,751	194,318
40.00			34,638	47,012	59,386	71,760	84,134	96,508	108,882	121,256		146,004		170,752			207,874
13.60	6.80	70% SMI	34,639 35,686	47,013	59,387	71,761	84,135	96,509	108,883	121,257	133,631	146,005	158,379	170,753	183,127	195,501	207,875
		85% SMI	43,333	56,666	69,999	83,332	96,665	109,999	112,499								

Parents receiving hourly care pay up to the part time fee.

 Refer to 6M-4.400, F.A.C.

 Income
 85% State Median Income: Exit threshold for School Readiness program eligibility

 Income
 70% State Median Income: Entry threshold for School Readiness Match eligibility

²⁰²⁴ Poverty Level (FPL) effective January 17, 2024. FFY 2025 ANNUAL State Median Income Estimates

Sliding Fee Scale for Effective date

All Coalitions and RCMA September 24, 2024

Florida Division of Early Learning SLIDING FEE SCHEDULE for SCHOOL READINESS PLUS PROGRAM

DAILY FEE	

----- Annual Gross Income - Number of persons in Family ------

	Part-Time		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
\$17.09	\$8.54		43,334 45,882	56,667 59,999	70,000 74,117	83,333 88,234	96,666 102,351	110,000 116,470	112,500 119,117	115,000 121,764	117,500 124,411	120,000 127,058	122,499 129,704	124,999 132,351	127,499 134,998	129,999 137,645	132,499 140,292
\$20.68	\$10.34		45,883 48,431	60,000 63,333	74,118 78,234	88,235 93,136	102,352 108,037	116,471 122,940	119,118 125,734	121,765 128,528	124,412 131,322	127,059 134,117	129,705 136,910	132,352 139,704	134,999 142,498	137,646 145,292	140,293 148,086
\$24.56	\$12.28	95% SMI + \$1 100% SMI	48,432 50,980	63,334 66,666	78,235 82,352	93,137 98,038	108,038 113,724	122,941 129,411	125,735 132,352	128,529 135,293	131,323 138,234	134,118 141,175	136,911 144,115	139,705 147,056	142,499 149,998	145,293 152,939	148,087 155,880

Parents receiving hourly care pay up to the part time fee.

FFY 2025 ANNUAL State Median Income Estimates

Refer to 1002.935, Florida Statutes

Income 100% State Median Income: Upper threshold for eligibility Note: SR Plus Sibling discount is 50% for all Coalitions and RCMA.

ATTACHMENT 8 SCHOOL READINESS BUDGET (additions)

State of Florida Notice of Award No. EL435							
CFDA# / Name	Federal Award #						
93.558 / TANF and MOE	2401FLTANF (19.28%)						
93.575 / CCDF Discretionary, ARPA	G2401FLCCDD (57.08%)						
93.596 / CCDF Mandatory	G2401FLCCDF (4.37%)						
93.596 / CCDF Matching and MOE	G2401FLCCDM (19.20%)						
93.667 / SSBG	2401FLS0SR (0.05%)						
	Grand Total 100%						

Description	OCA	ECS Dollar Amounts	Coalition Dollar Amounts	Total ECS and ELC
General Administration	97BBA, 97FIR, 97LCA	\$485,783	\$560,403	\$1,046,186
Non-direct Services	97BBD	503,272		503,272
Systems	97SYS			
Eligibility Determination	97BDE	698,236		698,236
Quality	97QOO, 97QHS, 97QCS, 97QST, 97QCR, 97QAS, 97QTA, 97QPD, 97QPT	815,445	580,088	1,395,533
Infant & Toddler Services	97INT, 97ICR, 97IAS, 97ICS	468,621		468,621
Inclusion	97QIN	163,943		163,943
Resource & Referral	97Q14	370,627		370,627
Total Non-Slots (Non-Dir	rect)	3,505,927	1,140,491	4,646,418
SR Matching Funding		191,498		191,498
Slots		18,261,722		18,261,722
Total Slots (Direct Servio	ces)	18,453,220		18,453,220
Grand Totals		\$21,959,147	\$1,140,491	\$23,099,638
				NOA Total

Other Direct Services: (EL435) [CFDA #93.575/Child Care Development Fund (CCDF Discretionary)]

Gold Seal Payments	97GSQ, 97IGS (CFDA#93.575, CCDF Dis, Fed Award #G2401FLCCDD 92.51%, CCDF Dis. ARPA Fed Award #2101FLCDC6 7.49% = 100%)	\$1,117,355	\$1,117,355
Performance Funding	QPIPQ, QPICQ (CFDA#93.575, CCDF Dis, Fed Award #G2401FLCCDD 100%)	\$860,979	\$860,979
Special Needs	SPCRQ (CFDA#93.575, CCDF Dis, Fed Award #G2401FLCCDD 100%)	\$132,869	\$132,869

Additional School Readiness-Related Programs and Funding

(Exclusive of DEL School Readiness Grant Award Funding) (additions)

A. (A.R.P.A.) (EL435)	
The American Rescue Plan Act – Discretionary CFDA# 93.575/Child Care Development Fund (CCDF) [amount includes up to 5% (\$1,721) for General Administration] Federal Award No. 2101FLCDC6 – 100% funding: Admin ARPA Build CLASS Capacity Double Coding Initiative (OCA ARPDC) AND ARPA Impact Child Outcomes Expand Access to Curriculum Initiative (OCA ARPCR) Total	\$1,721 <u>\$32,689</u> \$34,410
B. Early Learning Contract (through the University of Florida Lastinger Center)	
Effective dates 07/01/24 – 06/30/25	
Total (total dollar amount up to and not to exceed)	\$10,000
C. School Readiness Plus	
CSFA# 48.209/School Readiness (SR) Plus Program 100% funding: [amount includes up to 5% (\$27,091) for General Administration]	
Admin and Direct Services/Quality Differentials Total	<u>\$541,825</u>

THIS AMENDMENT shall begin on <u>December 4, 2024</u>, or the date, on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform to this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment is hereby made a part of the contract.

IN WITNESS WHEREOF, the parties hereto have caused this <u>8</u> page amendment to be executed by their officials thereunto duly authorized.

EARLY LEARNING COALITION OF NORTH FLORIDA

EPISCOPAL CHILDREN'S SERVICES, INC.

NAME	NAME
TITLE	TITLE
SIGNED	SIGNED
DATE	DATE

ACTION ITEM SUMMARY

DESCRIPTION	RETRO APPROVAL (of September 13, 2024) for the purchase of a server from NetGains Technology
Reason for Recommended Action	To approve the purchase of a server for IT purposes. The ELC had been renting the server previously from iVenture. The server cost is \$12,878.91
	 If this is not done, the following would occur: The Coalition would have to rent and or pay for server/data storage.
How the Action will be accomplished	RETRO APPROVAL by the Board

ACTION ITEM SUMMARY

DESCRIPTION	Approval of The Northeast Florida Educational Consortium Lease Renewal Effective February 1,2024	
	Effective February 1,2024	
Reason for		
Recommended Action	Staff requests board approval to continue the NEFEC lease agreement of rental of office space in Palatka, FL. The current lease ends January 31, 2024, and the new lease will start Feb. 1, 2024 and conclude January 31, 2025, with the option of automatic renewal for 12 months, starting Feb. 1 2024 and concluding on January 31, 2025 at the monthly rental rate of \$300.00.	
	The space currently houses our Grants and Operations Manager, Tajaro Dixon and one office is used for Coalition storage. The total for the two rooms is \$300.00 per month and includes electric. There is no increase from the addendum of August 1, 2023 lease and is still considered an excellent monthly rent.	
	If this is not done, the following would occur:	
	The Coalition would need to find comparable office space for Putnam	
	1 1	
	County staff, the Putnam County Reading Pals resources room, and	
	storage.	
How the Action will be	Approval of lease agreement listed above.	
accomplished		



nefec.org

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BOARD OF DIRECTORS:

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NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM

3841 Reid Street • Palatka, Florida 32177 • Phone: (386) 329-3800 • Fax: (386) 329-2547

LEASE AGREEMENT

THIS LEASE made the <u>1st</u> day of <u>February, 2024</u>, by and between the North East Florida Educational Consortium (NEFEC) by The District School Board of Putnam County, Florida, having its principal office at 200 Reid Street, City of Palatka, County of Putnam and State of Florida, hereinafter referred to as "Lessor" and Early Learning Coalition of North Florida, Inc., of 3841 Reid Street, Building 005, City of Palatka, County of Putnam and State of Florida, hereinafter referred to as "Lessee", states as follows, to-wit:

RECITALS:

- 1. Lessor is the sole owner of the premises described below and desires to lease business offices to a suitable lessee for business purposes, to-wit: 3841 Reid Street, Building 005, Palatka, Putnam County, Florida.
- 2. Lessee desires to lease two (2) offices in Building 005 for use as a satellite office.
- 3. The parties desire to enter a lease agreement defining their rights, duties and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, the parties agree as follows, to-wit:

SECTION ONE: TERM AND RENT

Lessor demises the above premises for a term of twelve (12) months, commencing on the 1st day of February, 2024, and concluding on the 31st day of January, 2025, at the monthly rental amount of three hundred dollars (\$300.00). All rental payments shall be made to Lessor at the address specified above. The lessee has the option to automatically renew for an additional term of twelve (12) months, commencing on the 1st day of February, 2025, and concluding on the 31st day of January, 2026, at the monthly rental amount of three hundred dollars (\$300.00).

SECTION TWO: ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Lessee shall make no changes, alterations, additions or improvements to the demised premises without obtaining the prior written consent of Lessor. In the event such alterations or additions are authorized, said improvements shall become part of the demised premises and the sole property of Lessor, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee.

SECTION THREE: INSURANCE

During the term of the lease and for any further time that Lessee shall hold the demised premises, Lessee shall obtain and maintain at its expense the following types and amounts of insurance, to-wit:

- 1. **Personal Injury and Property Damage Insurance.** Insurance against liability for bodily injury and property damage in an amount not less than two hundred fifty thousand and no/100's dollars (\$250,000.00) per person and five hundred thousand and no/100's dollars (\$500,000.00) per occurrence, shall be provided by Lessee.
- 2. All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interests may appear, and in the case of insurance against damage to the demised premises by fire or other casualty, shall provide that loss, if any, shall be adjusted with and be payable to Lessor. If requested by Lessor, any insurance against fire or other casualty shall provide that loss shall be payable to the holder under a standard mortgage clause. All insurance shall be written with responsible companies, and the policies shall be held by Lessor or, when appropriate, by the holder of any mortgage, in which case copies of the policies or certificates of insurance shall be delivered by Lessor of any cancellation or change affecting any interest of Lessor.
- 3. Lessor shall provide hazard insurance with respect to the building/structure; it being the intention of the parties that Lessee shall insure the interior of the premises and all contents, and Lessor shall insure the exterior and structure of said building. Lessor's policy shall list Lessee as an additional named insured, however, all proceeds of any such insurance shall be payable solely to Lessor.

SECTION FOUR: UNLAWFUL OR DANGEROUS ACTIVITY

Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable or ultrahazardous business purpose nor operate or conduct his business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable or ultrahazardous use, take action to halt such activity. Lessee hereby acknowledges that the demised premises have not previously been utilized by Lessor. Lessee further acknowledges that the subject property does not currently contain any hazardous waste or material.

SECTION FIVE: INDEMNITY

Lessee shall indemnify Lessor against all expenses, liabilities and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials or alterations of buildings or improvements thereon resulting from the acts or omissions of Lessee or his agents.

SECTION SIX: DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this lease by Lessee, to-wit:

- 1. If Lessee shall fail to pay Lessor any rent or additional rent when same shall become due within fifteen (15) days from when said rent or payment becomes due. There shall be a late penalty of five percent (5%) of the rental sum in the event rent is not paid within five (5) days from the date said payment becomes due.
- 2. If Lessee shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee or, if (a) the performance cannot be reasonably had within the ten (10) day period, (b) Lessee shall not in good faith have commenced performance within the ten (10) day period, or (c) Lessee shall not diligently proceed to completion of performance.
- 3. If Lessee shall vacate or abandon the demised premises.

SECTION SEVEN: EFFECT OF DEFAULT

In the event of any default thereunder, as set forth above, the rights of Lessor shall be as follows, to-wit:

- 1. Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of Lessee hereunder, by giving to Lessee not less than fifteen (15) days notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- 2. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
- 3. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry Lessor may terminate the lease on giving ten (10) days' written notice of termination to Lessee. Without the notice, re-entry will not terminate the lease. On termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease.

- 4. After re-entry, Lessor may relet the premises or any part thereof for any term without terminating this lease, at the rent and on the terms as Lessor may choose. Lessor may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows, to-wit:
 - a. In addition to Lessee's liability to Lessor for breach of the lease, Lessee shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by Lessor under the new lease agreement and the rental installments that are due for the same period under this lease.
 - b. Lessor shall have the right, but shall not be required, to apply the rent received from reletting the premises (1) to reduce the indebtedness of Lessee to Lessor under the lease, not including indebtedness for rent, (2) to expenses of the reletting and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

SECTION EIGHT: DESTRUCTION OF PREMISES

In the event of a partial destruction of the premises during the term from any cause, Lessor shall forthwith repair the same, provided the repairs can be made within one hundred twenty (120) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Lessee in the premises. If the repairs cannot be made in the specified time, Lessor may, at Lessor's option, make repairs within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. Should the building in which the demised premises are situated be destroyed to the extent of not less than fifty percent (50%) of the replacement cost thereof, this lease shall be terminated.

SECTION NINE: SUBORDINATION

This lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part thereof, and to any and all renewals, modifications or extensions of any such mortgages. Lessee shall on demand execute, acknowledge and deliver to Lessor, any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification or extension, and if Lessee shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Lessor in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Lessee's attorney in fact and in Lessee's name. Lessee hereby irrevocably makes, constitutes and appoints Lessor, its successor and assigns, his attorney in fact for this purpose.

SECTION TEN: ACCESS TO PREMISES; SIGNS POSTED BY LESSOR

Lessee shall permit Lessor or its agents to enter the demised premises during normal business hours, or at other times by providing three (3) days written notice, to inspect the premises or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this lease. At any time within sixty (60) days prior to expiration of the term, Lessor may show the premises to persons wishing to rent the premises.

Lessee shall be entitled to place a sign on the leased premises in accordance with the design scheme of the entire complex with the consent of Lessor, which said consent shall not be unreasonably withheld.

SECTION ELEVEN: EASEMENTS, AGREEMENTS OR ENCUMBRANCES

The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the demised premises, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

SECTION TWELVE: QUIET ENJOYMENT

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee. Notwithstanding same, Lessee agrees to conduct himself and operate his business in such a manner as to not interfere with the business operations of Lessor, the North East Florida Educational Consortium and any other tenant or occupant of the demised premises. Lessee acknowledges that this covenant is of the utmost importance and that adherence thereto shall be strictly required by Lessor.

SECTION THIRTEEN: LIABILITY OF LESSOR

Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. The provisions herein permitting Lessor to enter and inspect the demised premises are made to insure that Lessee is in compliance with the terms and conditions hereof and makes repairs that Lessee has failed to make. Lessor shall not be liable to Lessee for any entry on the premises for inspection purposes.

SECTION FOURTEEN: RENT ABATEMENT

No abatement, diminution or reduction of rent shall be claimed or allowed to Lessee or any person claiming under him under any circumstances, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements or repairs to the premises, because of any governmental laws or arising from and during the restoration of the demised premises after the destruction or damage thereof by fire or other cause.

SECTION FIFTEEN: WAIVERS

The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION SIXTEEN: NOTICE

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

SECTION SEVENTEEN: ASSIGNMENT, MORTGAGE OR SUBLEASE

Neither Lessee nor his successors or assigns shall assign, mortgage, pledge or encumber this lease or sublet the demised premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. If this lease is assigned or transferred, or if all or any part of the demised premises is sublet or occupied by anybody other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any agreement or condition hereof, or the acceptance of the assignee, transferee, subtenant or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this lease and shall not be released from the performance of the terms and conditions hereof. The consent by Lessor to an assignment, mortgage, pledge or transfer shall not be construed to relieve Lessee from obtaining the express written consent of Lessor to any future transfer of interest.

SECTION EIGHTEEN: SURRENDER OF POSSESSION

Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the demised premises to Lessor free of subtenancies, including all buildings, additions and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to Lessee, if not removed at the termination or default, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefore. Lessor may remove such fixtures or property from the demised premises and store them at the risk and expense of Lessee if Lessor shall not so elect. Lessee shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures and personal property.

SECTION NINETEEN: REMEDIES OF LESSOR

- a. In the event of a breach or a threatened breach by Lessee of any of the terms or conditions hereof, Lessor shall have the right of injunction to restrain Lessee and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.
- b. No receipt of money by Lessor from Lessee, after default or cancellation of this lease in any lawful manner shall (1) reinstate, continue or extend the term or affect any notice given to Lessee, (2) operate as a waiver of the right of Lessor to enforce the payment of rent and additional rent then due or falling due, or (3) operate as a waiver of the right of Lessor to recover possession of the demised premises by proper suit, action, proceeding or other remedy, unless so stated by Lessor in writing. After (1) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (2) the commencement of any suit, action, proceeding, or other remedy, or (3) final order or judgment for possession of the demised premises, Lessor may demand, receive and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the demised premises or at the election of Lessor, on account of the liability of Lessee hereunder.

SECTION TWENTY: UNILATERAL TERMINATION

By Lessee:

<u>Due to Lack of Funds</u>: Any obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. In the event funds to finance this contract become unavailable, the Coalition (Lessee) may terminate this contract upon no less than one hundred and twenty (120) calendar day notice in writing to the Lessor (NEFEC). Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.

By Lessor:

Due to Lack of Availability:

In the event the Lessor (NEFEC) should require said office space back for NEFEC operations, the Lessor (NEFEC) will terminate this contract upon no less than one hundred and twenty (120) calendar day notice in writing to the Coalition (Lessee). Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.

SECTION TWENTY-ONE: TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties.

SECTION TWENTY-TWO: APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION TWENTY-THREE: ASSURANCES AND CERTIFICATIONS

NEFEC/Lessor agrees to comply with all applicable assurances and certifications as listed on Attachment I – Assurances and Certifications.

SECTION TWENTY-FOUR: TIME OF THE ESSENCE

Time is of the essence in all provisions of this lease.

IN WITNESS WHEREOF, the parties have executed this lease at Palatka, Putnam County, Florida.

Lessor:

Lessee:

by

Dawn Bell, Chief Executive Officer Early Learning Coalition of North Florida, Inc. Date:_____

by Richard M. Surrency Sr., Ed.D., Superintendent Putnam County District Schools 12-11-23 Date:

Sandra Sil by

Sandra Gilyard, Chairperson District School Board of Putnam County Date: 12-11-23

by

Dr. Patrick J. Wnek, Executive Director North East Florida Educational Consortium Date: 12-11-23

ATTACHMENT I – ASSURANCES AND CERTIFICATIONS

ASSURANCES AND CERTIFICATIONS

- A. Assurances Non-construction Programs (OMB Standard Form SF 424B)
- B. Certification Regarding Debarment and Suspension (29 CFR Part 98 and 45 CFR Part 74)
- C. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
- D. Drug-Free Workplace Certification (29 CFR Part 98 and 45 CFR Part 82)
- E. Certification Regarding Convicted Vendor List and Discriminatory Vendor List
- F. United States Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act of 1995 (s. 507, P.L. 103-333)
- G. Trafficking Victims Protection Act of 2000
- H. Certification Regarding Environmental Tobacco Smoke The Pro Children Act of 2001
- I. Certification Regarding Immigration Status
- J. Certification Regarding Standards of Conduct
- K. Certification Regarding Prohibition for Distribution of Funds to the Association of Community Organization for Reform Now (ACORN)
- L. The Transparency Act, as 2 CFR Part 170, defines
- M. Equal Employment Opportunity (E.E.O.) Assurance
- N. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)
- **O.** Energy Efficiency
- P. Scrutinized Companies Lists
- Q. Davis-Bacon Act, as amended (40 USC 276a, et seq.)
- R. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- S. Contract Work Hours and Safety Standards Act
- T. Access To Records

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.

As the duly authorized representative of the CONTRACTOR, I certify that the CONTRACTOR:

- 1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay for the non-federal share of project costs, as applicable) to ensure proper planning, management and completion of described services.
- 2. Will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to such records shall be made available to authorized representatives of U.S. governmental agencies, the Florida Department of Education (DOE), the Florida Department of Financial Services (DFS) and the Auditor General of the state of Florida for the purpose of program and fiscal auditing and monitoring.
- 3. Will establish safeguards to prohibit employees and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 4. Will initiate and complete the work within the applicable time frame after receiving the awarding agency's approval.
- 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728 4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- 6. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972, as amended, (P.L. 92-255) relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (P.L. 91-616), relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290 dd-3 and 290 ee-3), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968, as amended, (42 U.S.C. 3601 et seq.) relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) any other non-discrimination statute(s) requirements that may apply to the application.

- 7. Will comply with, or has already complied with, the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), requirements, which provide for treating fairly and equitably persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- 8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees for whom federal funds, in whole or in part, pay for their principal employment activities.
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333) regarding labor standards for federally assisted construction sub-agreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of federal actions to state (Clear Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting the national wild and scenic rivers system's components or potential components.
- 13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human services involved in research, development, and related activities supported by this award of assistance.

- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB CFR § 200 Uniform Audit Requirements and/or Section 215.97, Florida Statutes, Florida Single Audit Act, as applicable.
- 18. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing each funded program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION. As required by E.O.(s) 12549 and 12689, Debarment and Suspension, and implemented at 45 CFR Part 85. Government wide Debarment and Suspension (Nonprocurement) for prospective

CFR Part 85, Government wide Debarment and Suspension (Nonprocurement) for prospective participants in primary covered transactions, no contract shall be made to parties the General Services Administration's List of Parties Excluded in the System for Award Management (SAM) identifies as excluded from Federal Procurement or Nonprocurement Programs. This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contracts with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to those requirements may have serious consequences (e.g., disallowance of cost, termination of project or debarment). To assure that this requirement is met, there are four options for obtaining satisfaction that CONTRACTORS are not suspended, debarred or disqualified. The CONTRACTOR through the duly appointed undersigned representative, certifies, to the best of its knowledge and belief, that it, its principals or its officers-

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency. The Federal Excluded Parties list

is currently located at <u>https://www.sam.gov/</u> (Systems for Award Management) and also available passing through the Florida Department of Management Services website. The United States Department of Agriculture Food Program's National Disqualification List is available through the Florida Department of Health.

- 2. Have not, within a three-year period preceding the CONTRACT, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or CONTRACT under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in this certification's paragraph B.2.
- 4. Have not, within a three-year period preceding the CONTRACT, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to the CONTRACT.

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

In accordance with s. 216.347, F.S., the disbursement of grants and aids appropriations for lobbying is prohibited. COALITION may not authorize or make any disbursement of funds or aids appropriations pursuant to a CONTRACT to any person or organization unless the terms of the CONTRACT prohibit the expenditure of funds for the purpose of lobbying the legislature, the judicial branch or a state agency. The provisions of this section are supplemental to the provisions of s. 11.062, F.S., and any other law prohibiting the use of state funds for lobbying purposes.

The undersigned, as a duly authorized representative of the CONTRACTOR, certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employees of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employees of Congress, or employee of a member of

Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The CONTRACTOR shall require that language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The CONTRACTOR will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988. Pursuant to the Drug-Free Workplace Act of 1988: 45 CFR Part 76 subpart F, ss. 76.630(c) and (d)(2), and 76.645(a)(1) and (b), the CONTRACTOR, through the duly appointed undersigned representative, attests and certifies that the CONTRACTOR will provide a drug-free workplace by the following actions-

- 1. Publishing a statement notifying employees that the CONTRACTOR prohibits unlawful manufacturing, distributing, dispensing, possessing or using a controlled substance in the CONTRACTOR's workplace and specifying the actions that the CONTRACTOR will take against employees for violating such prohibition.
- 2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of the CONTRACT be given a copy of the statement required by paragraph 1 above.
- 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the CONTRACT, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer, in writing, of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- 5. Notifying COALITION in writing within ten (10) calendar days of receiving notice from an employee, of the employee's conviction of a violation of a criminal drug statute in the

workplace or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to-

Early Learning Coalition of North Florida, Inc. 2450 Old Moultrie Road, Suite 103 St. Augustine, Florida 32086

- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4, with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program that a federal, state or local, health, law enforcement, or other appropriate agency approved for such purposes.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

The following are the sites for the performance of work done in connection with the specific CONTRACT including street address, city, county, state, and zip code:

Northeast Florida Educational Consortium (NEFEC) 3841 Reid Street Palatka, FL 32177

Check () if there are workplaces on file that are not identified here. Check () if an additional page was required for the listing of the workplaces.

The CONTRACTOR will inform the COALITION of any changes relevant to the provisions of this section.

E. CERTIFICATION REGARDING CONVICTED VENDOR LIST AND DISCRIMINATORY VENDOR LIST

The CONTRACTOR hereby certifies, through the duly appointed undersigned representative, that neither it, nor any person or affiliate of the CONTRACTOR, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list or discriminatory vendor list pursuant to s. 287.134, Florida Statutes, all of which are located at the Florida Department of Management Services website. The CONTRACTOR understands and agrees that it is required to inform the COALITION immediately upon any change of circumstances regarding this status.

F. UNITED STATES DEPARTMENTS OF LABOR, HEALTH AND HUMAN SERVICES, AND EDUCATION AND RELATED AGENCIES APPROPRIATIONS ACT OF 1995 – PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The CONTRACTOR agrees that, to the greatest extent practicable, all equipment and products purchased with funds made available by this CONTRACT will be American-made.

P.L. 103-333, the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995, section 507 -"It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

G. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA), AS AMENDED, (22 U.S.C. 7104 (G))

This CONTRACT is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The following award term is hereby adopted and incorporated herein by reference as fully set forth herein.

The United States Health and Human Services Administration for Children and Families Child Care and Development Fund Terms and Conditions require the CONTRACTOR to comply with section 106(g) of the Trafficking Victims Protection Act of 2000. In each COALITION CONTRACT (i.e., grant or cooperative agreement) under which a private entity receives funding, section 106(g) of the Trafficking Victims Protection Act of 2000, as amended, requires the COALITION to include a condition that authorizes the COALITION to terminate the CONTRACT, without penalty, if the CONTRACTOR (a) Engages in severe forms of trafficking in persons during the period of time that the CONTRACT is in effect; (b) Procures a commercial sex act during the period of time that the CONTRACT is in effect; or (c) Uses forced labor in the performance of the CONTRACT or subcontracts under the CONTRACT.

H. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE – THE PRO-CHILDREN ACT OF 2001

The Pro-Children Act of 2001, 42 U.S.C. 7181-7184, imposes restrictions on smoking in facilities where federally-funded children's services are provided. Health and Human Services (HHS) grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifically prohibits smoking in any indoor facility (owned or leased or contracted) where kindergarten, elementary, or secondary education or library services to children under the age of 18 routinely or regularly occur. In addition, the act prohibits smoking in any indoor facility or portion of a facility (owned, leased, or contracted) where federally-funded health care, child care, or early childhood development, including Head Start services, to children under the age of 18 routinely or regularly occur. The statutory prohibition also applies if such facility is constructed, operated, or maintained with federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where Women, Infants and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

I. CERTIFICATION REGARDING IMMIGRATION STATUS

The CONTRACTOR certifies that it agrees to comply with the provisions of section 432 of the Personal Responsibility and Work Opportunity Reconciliation Act (42 USC part 1611); ensuring that only individuals eligible for CCDF services receive them.

J. CERTIFICATION REGARDING STANDARDS OF CONDUCT

The CONTRACTOR certifies that it shall comply with the provisions of **45 CFR part 92.36(b)(3)** regarding standards of conduct. It will establish safeguards to prohibit employees and board members from using their positions for any purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

K. CERTIFICATION PROHIBITING DISTRIBUTION OF FUNDS TO THE ASSOCIATION OF COMMUNITY ORGANIZATION FOR REFORM NOW (ACORN)

To comply with Public Law 111-117, the CONTRACTOR may not distribute federal funds made available under this CONTRACT to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. In addition, no federal funds may be provided to any covered organization as defined in House of Representatives (H.R.) 3571, the Defund ACORN Act.

L. THE TRANSPARENCY ACT (AS CFR PART 170 DEFINES)

The following award term is hereby adopted and incorporated herein by reference as if fully set forth herein-

HHS now requires this program award to adhere to the Transparency Act's Sub-award and Executive Compensation reporting requirements (as CFR Part 170 defines). Under the Transparency Act, the CONTRACTOR must report all sub-awards (as 2 CFR part 170 defines) more than \$25,000, unless exempted. Please see the newly applicable Award Term for Federal Financial Accountability and Transparency Act at the USDHHS ACF website.

M. EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

The CONTRACTOR agrees that it will comply with Executive Order No. 11246, Equal Employment Opportunity (30 Federal Register (F.R.) 12319, 12935, 3 CFR, 1964-1965 comp. p. 339), September 24, 1965, as E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, of October 13, 1967, amended, and as the Department of Labor regulations (41 CFR part 60) Office of Federal Compliance Programs, Equal Opportunity, Department of Labor supplements. See 45 CFR part 92.36(i)(3).

N. CLEAN AIR ACT (42 U.S.C. 7401, ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251, ET SEQ.) AS AMENDED

If this CONTRACT is in an amount in excess of \$150,000, the CONTRACTOR shall comply with all applicable standards, orders or regulations issued under Section 306 of the Clean Air Act as amended (42 U.S.C. 1857(h) et seq. and 42 U.S.C. 7401, et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1368 et seq. and 33 U.S.C. 1251, et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. Part 15). Violations shall be reported to the COALITION, the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). See 45 CFR part 92.36 (i)(12).

O. ENERGY EFFICIENCY

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871). See 45 CFR part 92.36 (i)(13).

P. SCRUTINIZED COMPANIES LISTS

If this CONTRACT is for goods or services of one million dollars or more and entered into or renewed on or after July 1, 2011, then the COALITION may terminate this CONTRACT at its sole option if the COALITION finds the CONTRACTOR submitted a false certification as s. 287.135(5), F.S., defines, or is on the Scrutinized Companies with Activity in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are provisions of s. 215.473, F.S.

If this CONTRACT is in the amount of one million dollars or more, in compliance with s. 287.135, F.S., the CONTRACTOR, by signing this CONTRACT, hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Q. DAVIS-BACON ACT, AS AMENDED (40 USC 276a, ET SEQ.)

When federal program legislation requires, all construction CONTRACTS of more than \$2,000 the recipients and subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 USC 276a, et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). Under this Act, CONTRACTORS shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTORS shall be required to pay wages not less than once a week. The recipient shall place a copy of the DOL-issued current prevailing wage determination in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Part(s) 1, 3, 5, 6 and 7.

R. COPELAND ANTI-KICKBACK ACT (18 U.S.C. 874 and 40 U.S.C. 276c)

When applicable, (all construction or repair contracts awarded by the Coalition in excess of \$2,000) the CONTRACTOR agrees to comply with the Copeland Anti-kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by the Department of Labor (29 CFR Part 3). The Act provides that each CONTRACTOR shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

S. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

When applicable, (all contracts awarded by the Coalition in excess of \$100,000 for construction contracts and in excess of for other contracts that involve the employment of mechanics or laborers) CONTRACTOR agrees to comply with the Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than $1 \frac{1}{2}$ times the basic rate of pay for all hours worked in excess of 40 hours in the work

week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies and materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

T. ACCESS TO RECORDS

Pursuant to 2 CFR §200.336, *Access to records*, the CONTRACTOR agrees to provide access by the COALITION, the Office of Early Learning, the Federal Health and Human Services (HHS) Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific award for the purpose of making audit, examination, excerpts, and transcriptions. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

ACTION ITEM SUMMARY

DESCRIPTION	Approval of ELCNF St. Augustine Office Lease	
Reason for		
Recommended Action		
How the Action will be	If this is not done, the following would occur: • The Coalition would need to find comparable office space for the St. Augustine main office. Approval of the lease extension listed above.	
accomplished		

THIS LEASE, made this day of November, 2022, between 3929 THURMAN ROAD, LLC, AND ED AND VICKY PROVOST, hereafter referred to as "Landlord"), and EARLY LEARNING COALITION, (hereafter referred to as "Tenant"):

WITNESSETH:

1. DEMISED PREMISES.

(a) Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant the premises situated at 2450 Old Moultrie Road in St. Augustine, Florida, more particularly described as: Suite 103, containing approximately 1360 square feet, in that certain office building known as Moultrie Place, hereinafter referred to as "building", as shown on the floor plan attached hereto as Exhibit "B", signed by the parties for identification and thereby made a part hereof (which premises are hereinafter referred to as the "demised premises"), together with the right to use the common facilities which shall be furnished by Landlord in common with Landlord and other tenants and occupants (their agents, employees, customers and invitees) of the building in which the demised premises are located.

(b) For purposes of this Lease "common facilities" shall include, but not be limited to adjacent grounds, parking areas, sidewalks, walkways, lobby, elevator, stairs and utility rooms.

(c) Notwithstanding the foregoing, Exhibit "B" is not to be deemed as a warranty, representation or agreement on the part of the Landlord that the demised premises will be exactly as indicated on said Exhibit "B".

2. TERM.

(a) The term of this Lease shall commence on the 1st day of March, 2023 (hereinafter referred to as the "commencement date") and expire on the 29th day of February, 2028 (hereinafter referred to as the "termination date"). In the event Landlord fails to deliver possession on the commencement date because the demised premises are not then ready for occupancy, or for any other cause, Landlord shall not be liable to Tenant for any damages as a result of Landlord's delay in delivering the demised premised as the demised premises, and the commencement date of this Lease shall be postponed until such time as the demised premises are ready for occupancy.

(b) In the event that the Landlord fails to deliver possession of the demised premises within ninety (90) days after the date of this Lease, Tenant may terminate the Lease upon ten (10) days written notice to landlord, whereupon neither the Landlord nor Tenant shall have any liability to the other.

(c) Provided there be no existing defaults at the time of renewal, the Tenant may, by written notice mailed to the Landlord, six (6) months or more before the last date of the original term, extend the term for a period of two (2) year(s) from the end of such original term, upon the same terms and conditions as herein set forth.

3. RENT.

For the first year of this Lease, monthly rent for the demised premises shall be One Thousand Five Hundred Seventy Six Dollars and Forty-Seven cents (\$1576.47), plus sales or use tax, (if applicable) payable in advance, on or before the first day of each and every month throughout the term of this Lease; provided however, that if the lease term shall commence on a day other than the first day of a calendar month or shall end on a day other than the last day of the calendar month, the rental for such fractional month shall be such proportion of the monthly rental as the number of days in such fractional month bears to the total number of days in the calendar month. Said rent shall be paid without demand, set-off or deduction. This monthly rent equals Thirteen Dollars and Ninety-one cents (\$13.91) per square foot per annum, as shown on Exhibit "D."

4. PLACE OF PAYMENT.

All Rent and other charges due from the Tenant to the Landlord shall be paid to the Landlord, when due, at the Landlord's address as set forth above, or agent of the Landlord at any other address which the Landlord may specify to the Tenant by written notice.

5. RENTAL ADJUSTMENT.

Effective each anniversary, starting Year 2, the monthly rent shall be adjusted upward by the greater of:

(a) Three percent (3%) of the prior year's monthly rent or

(b) One hundred percent (100%) of the change in the rent calculated in accordance with the formula hereinafter set forth. In applying the formula, the following definitions shall control:

(i) "Bureau" means the United States Bureau of Labor Statistics or any successor agency that shall issue the indices referred to in (b). (ii) "Price Index" means the Consumer Price Index for Urban Wage Earners issued from time to time by the Bureau, or any other measure hereafter employed in

lieu of the Price Index, which measures the cost of living nationally.

(iii) "Base Index" is the Price Index for the month of February 2023.

(iv) "Current Price Index" is the Price Index for the last calendar month of each lease year.

(v) "Lease Year" means March 1, 2023 through February, 29, 2024, and each succeeding period of twelve (12) calendar months.

The formula is as follows: If the Current Price Index is greater than the Base Index, then the monthly rent for the next Lease Year shall be increased over the monthly rent for previous Lease Year in the same proportion that the increase in the Current Price Index bears to the Base Index.

6. ADDITIONAL RENT.

In addition to the foregoing monthly rent, if applicable, all other payments to be made by Tenant hereunder shall be deemed, for the purpose of securing the collection thereof, to be additional rent hereunder, whether or not the same be designated as such. Tenant shall pay the sales and use tax due on such additional rent.

7. ADDITIONAL RENT, OPERATING EXPENSES, AND COMMON AREA MAINTENANCE.

(a) For purposes of this Lease, the term "operating expenses" and "common area maintenance" shall include, but not be limited to, a reserve for future expenditures, taxes, maintenance of parking and other common areas, landscaping maintenance, common area electric and janitorial services, water, sewer, labor, licenses, permits, inspection fees, insurance, maintenance and service charges and all other direct costs of operating, managing and maintaining the building and grounds in which the demised premises are located. The term "taxes" shall include real estate taxes and assessments, special or otherwise, on the land and buildings of which the demised premises are a part, and any other taxes including without limitation, a tax or charge on rentals, gross receipts or income that may be imposed in lieu of or partially in lieu of such real estate taxes and assessments.

(b) In order to reimburse the Landlord for its operating expenses and costs of common area maintenance, Tenant shall pay to Landlord on a monthly basis as additional rent, at such time the rent is due, a sum equal to \$4.40 for each square foot leased by Tenant per annum in accordance with this Agreement, for a monthly sum of \$498.67, plus sales and use tax thereon (if applicable), as shown on Exhibit "D." (c) If after the beginning of every calendar year during the term of this Lease, the Landlord determines that its operating expenses and cost of common area maintenance for the previous calendar year exceeds the amount stated in Paragraph 7 (b) above, Landlord shall deliver to Tenant a statement setting forth the operating expenses due for the immediately preceding calendar year. The date such statement delivered to Tenant is herein called "statement delivery date". Tenant shall pay Tenant's unpaid operating expenses and costs of common area maintenance as additional rent, plus sales and use tax thereon, within thirty (30) days from the statement delivery

(d) Landlord may, at its discretion, make from time to time during the Term a reasonable estimate of the Additional Rent which my become due under such provisions with respect to any calendar year, and may require the Tenant to pay to the Landlord Additional Rent, at the time and in the manner that the Tenant is required hereunder to pay the monthly Rent. In such event, the Landlord shall cause the actual amount days after the end of such calendar year, and the Tenant or the Landlord, as the case may be, shall promptly thereafter pay to the other the amount of any deficiency or overpayment therein, as the case may be.

(e) If this Lease expires prior to the statement delivery date of the last calendar year of the term of this Lease, tenant hereby agrees to pay within thirty (30) days from the statement delivery date all sums which will be due and payable by Tenant.

8. LATE CHARGE.

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If any monthly installment of rental is received by Landlord after the 5th day of any month, a late charge equal to the greater of \$100.00 or 5% of such monthly rental shall be paid to Landlord by Tenant.

9. USE AND OCCUPANCY.

During the continuation of this Lease, the demised premises shall be used and occupied for an administrative/business office and for no other purposes without the written consent of Landlord. Tenant shall not use the demised premises for any purpose in violation of any law, ordinance, or regulation, nor shall Tenant perform any acts or carry on any practices which may injure the demised premises or the building in which the demised premises are located or be a nuisance, disturbance or menace to the other tenants of said building. Upon breach of this agreement, Landlord shall have the right to terminate this Lease forthwith and to re-enter and repossess the demised premises.

10. HAZARDOUS SUBSTANCES.

The Tenant shall not manufacture, store or dispose of in or about the demised premises any substance defined as a hazardous substance, toxic substance, or contaminant (other than usual and customary solvents, cleaning materials, or similar materials used in ordinary course of Tenant's business and in compliance with applicable laws and regulations) under the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time; the Federal Resource Conservation and Recovery Act of 1976, as amended from time to time; the State of Florida's 1974 Resource Recovery and Management Act, as amended from guideline promulgated by competent public authority and governing the use, storage or disposition of such materials, nor shall Tenant conduct its business in violation of the above cited Acts. Tenant shall and does hereby indemnify and hold Landlord harmless from all manner of loss, damage, cause or expense (including attorneys' fees and court loss) which Landlord may suffer as a result of Tenant's breach of the termination or expiration of this Lease.

11. UTILITY CHARGES.

(a) The Landlord shall be solely responsible for and promptly pay all charges for water, sewer and trash removal services. Tenant shall be responsible for arranging for any services which may be required at the demised premises, including, but not limited to, electricity and telephone.

(b) Tenant shall use all utilities in accordance with Landlord's rules and regulations and the rules and regulations of the public or private utility company, or the governmental agency, supplying the same. Landlord shall not be liable in premises, nor shall any such interruption in the supply of any utility to the demised any of the rents reserved hereunder. Tenant shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits or other facilities from Tenant desires to install any equipment which shall require greater capacity than installation of the shall require greater capacity than

installation shall be subject to Landlord's prior written approval of Tenant's plan and specifications therefor. If approved by Landlord, Tenant agrees to pay Landlord, provided Landlord is billed for same directly, on demand, the cost for providing such additional utility facilities or utility facilities of a greater capacity.

(c) If Tenant vacates premises prior to termination of lease, Tenant shall be responsible for maintaining electrical power and air conditioning to the Suite for the remainder of the Lease.

12. LIENS.

The Tenant will not permit any liens to stand against the demised premises for any labor or material furnished in connection with any work performed by or at the direction of the Tenant, and the Landlord will not permit any liens to stand against the demised premises for any labor or material furnished in connection with any work performed by or at the direction of the Landlord. The party at whose direction labor and material are furnished may contest the validity and amount thereof, said party will immediately pay any judgment rendered with all proper costs and charges, and shall have the lien released at said party's expense.

13. MAINTENANCE.

(a) Except for damage caused by Tenant's negligence or intentional acts, Landlord, at Landlord's expense:
 (i) Shall keep the roof output of the roof

(i) Shall keep the roof, exterior walls, and structural members of the building in proper repair; (ii) Shall make any ropairs and ward

(ii) Shall make any repairs and replacements to the interior of the demised premises including, but not limited to, windows, doors, interior walls, plumbing, heating & air conditioning equipment and electrical fixtures; provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repairs.

Landlord shall also be responsible for keeping Common Facilities in a clean and orderly condition.

(b) Tenant shall, at its own expense, maintain the demised premises and every part thereof in good order and condition and at the expiration of the term of the lease yield and deliver up the same in like condition as when taken, reasonable use and wear excepted. If the Lease is less than three (3) years, reasonable use and wear will not be excepted and Tenant shall be responsible for cleaning, patching, painting, carpet cleaning and whatever else is necessary to return premises in like condition as when taken. Tenant shall use chair platforms under all desk chairs having casters in order to protect carpeting installed by Landlord. Any and all food shall be properly stored so as not to cause any infestation or attraction of pests. In the event that the premises are not properly maintained in the reasonable estimation of Landlord, upon written notice of such deficiency and the failure to correct within five (5) days of any such written notice, the Landlord shall have the right to obtain housekeeping services on behalf of the Tenant at the sole expense of the Tenant.

(c) Tenant has inspected and accepts the demised premises, its fixtures and appurtenances in "As Is" condition.

14. ALTERATIONS

The Tenant shall not make any alterations, improvements or additions to the demised premises, including but not limited to painting, window treatments, wall coverings, floor coverings and special lighting installations without the Landlord's advance written consent in each and every instance. In the event Tenant desires to make any alterations, improvements or additions, Tenant shall first submit to Landlord the plans and specifications therefor and obtain Landlord's written approval thereof prior to commencing any such work. All alterations, improvements or additions, whether temporary or permanent, shall remain upon the demised premises at the movable office furniture, trade fixtures, office and professional equipment); provided, however, Landlord shall have the right to require Tenant to remove such alterations, improvements or additions and repair any damage resulting therefrom, at Tenant's cost, upon the expiration or sooner termination of this Lease.

15. ASSIGNMENT AND SUBLETTING.

Tenant covenants not to assign, transfer, hypothecate or mortgage this Lease or sublet the demised premises or any part thereof without the prior written consent of Landlord. Any assignment, transfer (including transfers by operation of law or otherwise), hypothecation, mortgage or subletting without such written consent shall give Landlord the right to terminate this lease and to re-enter and possess the demised premises.

16. INDEMNIFICATION.

Except for Landlord's negligence or intentional acts, Tenant agrees to be responsible for and to protect, defend, indemnify and hold Landlord harmless, from and against any and all losses, economic loss, costs, liabilities, damages, claims, demands, expenses and legal actions arising or allegedly arising out of any accident or occurrence causing or allegedly causing injury or death to any person or persons or damage to any property in any way connected or allegedly connected with the condition of the demised premises or the use of the demised premises or any part thereof by the Tenant or by any other person or person, no matter by whomsoever or whatsoever caused. Tenant shall, at its own expense, defend any such claim and any suit, action or proceeding which may be commenced thereunder, and Tenant shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expenses, including but not limited to costs, attorney's fees and settlement expenses that may be incurred therein.

17. INSURANCE.

Tenant shall procure at its sole cost and expense and keep in effect during the entire term thereof, comprehensive general liability insurance with minimum limits of liability of \$1,000,000 bodily injury and property damage, including fire damage legal liability, combined single limit. Said insurance shall name Landlord as an additional named insured, shall specifically include the liability assumed hereunder and shall provide that it is primary and not excess over or contributory with any other valid, existing and applicable insurance in force for Landlord. Tenant shall, prior to occupancy of the demised premises, deliver to Landlord certificates of such insurance and, in the event Tenant shall fail to procure such insurance, Landlord may, after written notice, procure the same for the account of Tenant and the cost thereof shall be paid to Landlord as an additional rent upon receipt by Tenant of bills therefor.

18. FIRE OR OTHER CASUALTY.

In the event the demised premises is damaged or destroyed in whole or in part (a) by fire or other casualty during the term hereof, Landlord shall, subject to the following, at its own cost and expense, repair and restore the same to tenantable condition, and the rent herein provided for shall abate entirely in case the entire demised premises are untenantable and pro rata for the portion rendered untenantable, until such time as the demised premises are restored to tenantable condition. If the Landlord deems that the demised premises cannot be restored to tenantable condition within a period of one hundred fifty (150) days, Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other and any rent paid for any period in advance of the date of such damage and destruction shall be refunded to Tenant. If the demised premises are damaged due to fire or other casualty, Tenant shall at its own cost and expense remove such of its furniture and other belongings from the demised premises as Landlord shall require in order to repair and restore the demised premises. Landlord shall be the sole judge as to the extent of the untenantability of the demised premises and of the time required for the repair and rebuilding of the same.

(b) In the event the building in which the demised premises are located is destroyed to the extent of more than one-half of the then value thereof, Landlord shall have the right to terminate this Lease upon written notice to Tenant, in which event any rent paid in advance of the date of such destruction shall be refunded to Tenant.

19. TENANT'S NEGLIGENCE AND WAIVER OF SUBROGATION.

Anything contained in any provision of this Lease to the contrary notwithstanding, if any damage to the Premises, the Building, or both are caused by or result from the intentional tortious act or omission of the Tenant, those claiming under the Tenant, or any of their respective officers, employees, then

- (a) the Rent shall not be suspended or apportioned;
- (b) the Tenant shall pay to the Landlord as Additional Rent, (i) the amount of any increase in insurance premiums resulting from such damage; (ii) any deductible.

Notwithstanding anything in this Lease to the contrary, the parties release each other and each other's employees and agents from any and all liability for any loss of, or damage to, property which is caused by or results from risks which are insured against by insurance policies carried by either of the parties or which could be insured against under a standard all-risk property insurance policy, regardless of cause, including the negligence of either party or their respective employees or agents. The foregoing release shall apply to losses or damages in excess of policy limits and to any co-insurance, deductible or self-insured retention. In the event of any inconsistency between the provisions of this section and any other provision

of this Lease, the provisions of this section shall be controlling.

20. EMINENT DOMAIN.

If the whole or any substantial part of the demised premises or the building in which the demised premises are located shall be taken by any public authority under the power of eminent domain, then the Lease shall cease on the part so taken on the date possession of that part shall be required for public use, and any rent paid in advance of such date shall be refunded to Tenant. In the event that the taking substantially interferes with the Tenant's use of the demised premises (the determination of which shall not be arbitrarily or capriciously made), either the Landlord or the Tenant shall have the right to terminate this Lease upon written notice to the other, which notice shall be delivered within thirty (30) days following the date notice is received of such taking. In the event that neither party hereto shall terminate this Lease, Landlord shall make all necessary repairs to the demised premises, and Tenant shall continue in possession of the portion of the demised premises not taken under the power of eminent domain, under the same

terms and conditions as are herein provided, except that the rent reserved herein shall be reduced in direct proportion to the amount of the demised premises so taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the demised premises; provided, however, Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of fixtures, loss of business, or moving expenses.

21. TENANT'S PLAN FOR IMPROVEMENTS.

N/A

22. ACCEPTANCE OF POSSESSION.

Except for (a) latent defects or incomplete work which would not reasonably have been revealed by an inspection of the Premises made for the purpose of discovering the same at the time of the Tenant's assumption of possession of the Premises; and (b) any other items of incomplete work, which are set forth on a punch list submitted to and approved in writing by the Landlord prior to such assumption of possession, by its assumption of possession of the Premises, the Tenant

shall for all purposes of this Lease be deemed to have accepted the Premises in "As Is" condition and to have acknowledged the Premises to be in the condition called for hereunder.

23. QUIET ENJOYMENT.

Landlord warrants that Tenant, upon paying the rents hereinbefore provided and in performing each and every covenant hereof, shall peacefully and quietly hold, occupy and enjoy the demised premises throughout the term hereof, without molestation or hindrance by any person whomsoever.

24. RULES AND REGULATIONS.

The Landlord shall have the right to adopt reasonable rules and regulations for the occupants of the Building, including Tenant, and Tenant shall comply with all such rules and regulations promulgated by the Landlord. If any rules and regulations are in effect as of the date hereof, a copy of such rules and regulations shall be attached hereto as Exhibit "A".

25. SUBORDINATION AND ATTORNMENT.

Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Landlord's interest in the demised premises and on the land and buildings of which the demised premises is a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Notwithstanding subordination, as aforesaid, at the option of the Lessor, Mortgagee, Trustee or the Purchaser at the foreclosure sale, this Lease, except as otherwise hereinafter provided, shall not terminate or be divested by foreclosure, deed in lieu of foreclosure, or other default proceedings under said leases, mortgages, deeds of trust, or obligations secured thereby, and Tenant shall attorn to and recognize the Lessor, Mortgagee, Trustee or the Purchaser at the foreclosure sale in the event of such foreclosurer other default proceeding as Tenant's Landlord for the balance of the term of this lease, subject to all of the terms and provisions hereof, and thereafter, Tenant shall peaceably and quietly hold and enjoy the demised premises throughout the original term of this Lease and any extensions thereof. Such Lessor, Mortgagee or the purchaser at said foreclosure sale shall not be:

(a) Liable for any act or omission of Landlord;

(b) Subject to any offsets or defenses which Tenant might have against Landlord;

(c) Bound by any rent or additional rent which Tenant may have paid to Landlord for more than the current month; and

(d) Bound by any amendment or modification of this Lease made, after such foreclosure sale, without its consent.

Notwithstanding the attornment agreements hereinabove set forth, the beneficiary of any such attornment agreements may elect to declare said attornment provisions to be null and void and of no force and effect.

26. NON-LIABILITY OF LANDLORD.

Landlord shall not be responsible or liable to Tenant for any loss or damage to Tenant, Tenant's business or property that may be occasioned by or through the acts or omissions of persons occupying adjoining premises adjacent to or connected with the demised premises or any part of the building of which the demised premises is a part, or for any loss or damage resulting to Tenant or his property from malfunctioning heat or air conditioning equipment, burst, stopped, or leaking water, gas, sewer or steam pipes, or for any damage or loss of property within the demised premises from any cause whatsoever except as caused by Landlord or his agents negligent or intentional acts. In the event of any sale or transfer (including any transfer by operation of law) of the demised premises, Landlord (and any subsequent owner of the demised premises making such a transfer) shall be relieved from any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen during Landlord's respective period of ownership, except that any such sale or transfer shall be subject to the Tenant's right under this Lease.

27. SECURITY DEPOSIT.

Tenant has deposited with Landlord the sum of \$0 as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Landlord may use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, cost or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a breach of this Lease. Landlord shall not be required to keep this security deposit separate from its general funds or pay interest to Tenant. If Tenant shall fully and faithfully perform every provision of this Lease, the security deposit or any balance thereof shall be returned to Tenant upon Tenant's vacation of demised premises. In the event the building is sold, the security deposit will be transferred to the new owner.

28. ESTOPPEL CERTIFICATE BY TENANT.

The Tenant agrees that from time to time upon not less than ten (10) days prior request by the Landlord, the Tenant will deliver to the Landlord a statement in writing certifying:

(a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications),

(b) the dates to which the rent and other charges have been paid, and

(c) that, so far as the person making the certificate knows, the Landlord is not in default under any provision of this Lease, and if the Landlord is in default, specifying each such default of which the person making the certificate may have knowledge, it being understood that any such statement so delivered may be relied upon by any landlord under any ground or underlying lease, or any prospective purchaser, mortgagee, or any assignee of any mortgage on the land.

29. CERTAIN RIGHTS RESERVED TO THE LANDLORD.

The Landlord reserves the following rights:

(a) To name the building and to change the name or street address of the building.(b) To install and maintain a sign or signs on the exterior or interior of the building.

(c) During the last ninety (90) days of the term, if during or prior to that time the Tenant vacates the demised premises, to decorate, remodel, repair, alter or otherwise prepare the demised premises for re-occupancy, without affecting Tenant's obligation to pay rental for the demised premises.

(d) On reasonable prior notice to the Tenant, to exhibit the demised premises to prospective tenants during the last one hundred and eighty (180) days of the term, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the land and to others having a legitimate interest at any time during the term.

(e) To place "for sale" signs or "for lease" signs on the demised premises or building.

(f) At any time in the event of an emergency, and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the demised premises or to the building, as may be necessary or desirable for the safety, protection or preservation of the demised premises or the building or the Landlord's interests, or as may be necessary or desirable in the operation or improvement of the building or in order to comply with all laws, orders and requirements of governmental or other authority.

30. NON-WAIVER.

One or more waivers of any covenant or conditions by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

31. BANKRUPTCY.

In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any of such events, Landlord may terminate this Lease by written notice to Tenant; provided, however, if the order of court creating any of such disabilities shall not be final by reason of pendency of such proceedings, or appeal from such order, then Landlord shall not have the right to terminate this Lease so long as Tenant performs it obligations hereunder.

32. LANDLORD'S REMEDIES.

(a) In the event Tenant shall fail to pay the rent reserved herein when due, Landlord shall give Tenant written notice of such default and if Tenant shall fail to cure such default within ten (10) days after receipt of such notice, Landlord shall, in addition to its other remedies provided by law, have the remedies set forth in subparagraph (c) below.

(b) If Tenant shall be in default in performing any of the terms of this Lease other than the payment of rent, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within twenty (20) days after the receipt of such notice, or if the default is of such a character as to require more than twenty (20) days to cure, and Tenant fails within said twenty (20) day period to commence and thereafter proceed diligently to cure such default, Landlord may (at its option and in addition to its other legal remedies) cure such default for the account of Tenant and any sums so expended by Landlord shall be additional rent for all purposes hereunder, and shall be paid by Tenant with the next monthly installment of rent.

(c) If any rent shall be due and unpaid or Tenant shall be in default of the other terms of this Lease, and such default has not been cured after notice and within the time provided in subparagraphs (a) and (b) above, or, if the demised premises are abandoned or vacated, then Landlord, in addition to any and all other remedies existing under the common or statutory law of Florida, shall have the immediate right of re-entry. Should Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease or without terminating this Lease, re-let the premises or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable. The proceeds of such re-letting shall be applied first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such re-letting, including the cost of any reasonable alterations and repairs to the demised premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the proceeds of such re-letting during any month be less than the monthly rent reserved hereunder, the Tenant shall during each such month pay such deficiency to Landlord.

(d) All rights and remedies of Landlord shall be cumulative and none shall be exclusive of any other rights and remedies allowed hereunder or by law.

(e) If it should become necessary for the Landlord to seek to enforce this Lease, the Tenant shall pay all of Landlord's reasonable fees and costs, including attorney's fees and other expenses, at all levels of the proceedings.

33. NOT USED.

34. PARTIAL INVALIDITY.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

35. HOLDING OVER.

The Tenant shall not continue to occupy the Premises after the expiration or earlier termination of the term of this Lease or any renewal thereof, unless the Landlord consents in writing to such continuation or occupancy. Such continuation shall be from month to month and shall continue until either party notifies the other in writing by at least sixty (60) days that they elect to terminate such tenancy. Such conditions as those set forth in the provisions of this Lease except that the rent may be increased by up to 50% above current rent by Lessor by written notice to increase applies.

36. ENTIRE AGREEMENT.

This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged orally but only by an agreement in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

37. NOTICES.

Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to Tenant is in writing addressed to Tenant at Tenant's last known post office address or at the demised premises and deposited in the mail with postage prepaid and if such notice to Landlord is in writing to the address provided on this lease. Notice need be sent to only one Tenant or Landlord where Tenant or Landlord is more than one person.

SUCCESSORS. 38.

This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and

GOVERNING LAW. 39.

This Lease shall be governed and enforced in accordance with the Laws of the State

40. RADON GAS.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

41. NO OPTION.

The submission by Landlord to Tenant of this Lease in draft form shall be deemed submitted solely for Tenant's consideration and not for acceptance and execution. Such submission shall have no binding force or effect, shall not constitute a reservation or an option for the leasing of the premises herein described, nor confer any rights to impose any obligations upon either party. The submission by Landlord of this Lease for execution by Tenant and the actual execution and delivery thereof by Tenant to landlord shall similarly have no binding force and effect unless and until Landlord shall have executed this Lease.

42. SIGNAGE.

Landlord, in its sole judgment, shall determine the type, size and location of all interior and exterior signs. Any Tenant's signs permitted by Landlord shall require the Landlord's prior written approval and shall be manufactured and installed solely at the expense of the Tenant.

43 INTERPRETATION.

For purposes of interpretation of this Lease, it is agreed that both parties shall be deemed to have prepared this Lease.

44. LITIGATION - VENUE - ATTORNEY'S FEES.

In the event of litigation between the parties arising from this Lease:

(a) venue shall be St. Johns County, Florida (b)

the prevailing party shall be entitled to costs and attorney's fees from the non-prevailing party.

TERMINATION DUE TO LACK OF FUNDS. 45.

Any obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. In the event funds to finance this contract become unavailable, the Coalition (Tenant) may terminate this contract upon no less than a one hundred and twenty (120) calendar day notice, in writing, to the Contractor (Landlord). Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery.

46. ASSURANCES AND CERTIFICATIONS.

The attached Assurances and Certifications are hereby incorporated into this Lease

45. PARKING.

Five (5) parking spaces are allotted for Suite 103. Tenant agrees not to exceed this number of spaces during normal business hours. Failure to comply will result in a termination of the Lease with no reimbursement of Tenant Improvement Costs.

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RULES AND REGULATIONS

The Tenant agrees to comply with the following rules and regulations and with such reasonable modifications thereof and additions thereto as the Landlord may hereafter from time to time make for the demised premises and the building. The Landlord shall not be responsible for the performance by any other tenant of any of said rules and regulations:

(a) The Tenant shall not exhibit, sell or offer for sale on the demised premises or in the building any article or thing except those articles and things essentially connected with the stated use of the demised premises without the advance written consent of the Landlord.

(b) The Tenancy will not make or permit to be made any use of the demised premises or any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of the Lease or which directly or indirectly is forbidden by public law, ordinance or governmental regulation or which may be dangerous to life, limb, or property, or which may invalidate or increase the premium cost of any policy of insurance carried on the building or covering its operation, or which will suffer or permit the demised premises or any part thereof to be used in any manner or anything to be brought into or kept therein which, in the judgment of Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the building as a high quality office building, or which will impair or interfere with or tend to impair or interfere with any of the services performed by Landlord for the building.

(c) The Tenant shall not display, inscribe, print, paint, maintain or affix on any place in or about the building any sign, notice, legend, direction, figure or advertisement, except on the doors of the demised premises and on the Directory Board, and then only such name (s) and matter, and in such color, size, style, place and materials, as shall first have been approved by the Landlord in writing. The using of any name other than that of Tenant whether on the doors of the demised premises, on the building directory, or otherwise, shall not operate to vest any right or interest in this Lease or in the demised premises, it being expressly understood that any such listing is a privilege extended by Landlord revocable at will by written notice to Tenant.

(d) The Tenant shall not advertise the business, profession or activities of the Tenant conducted in the building in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining to such business, profession or activity, and shall not use the name of the building for any purposes other than that of the business address of the Tenant, and shall never use any picture or likeness of the building in any circulars, notices, advertisements or correspondence without the Landlord's written consent.

(e) No additional locks or similar devices shall be attached to any door or window without Landlord's prior written consent. No keys for any door, other than those provided by the Landlord, shall be made. If more than two keys for one lock are desired, the Landlord will provide the same upon payment by the Tenant. All keys must be returned to the Landlord within ten (10) days of the expiration or sooner termination of this Lease.

(f) Tenant is required to use care when moving property into and out of Building. Tenant is to notify Landlord of moving dates and delivery times so Landlord has time to prepare the elevator to prevent damage. Tenant will be financially responsible for any damages to Building caused by Tenant while moving objects into or out of Building.

(g) Should Tenant desire to place in the Building any unusually heavy equipment, including, but not limited to, large files, safes and electronic data processing equipment, it shall first obtain written approval of Landlord. Landlord may direct the time and manner of delivery, routing and removal, and the location of articles.

(h) Unless the Landlord gives advance written consent, the Tenant shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigeration or heating device or air conditioning apparatus in or about the demised premises, or carry on any mechanical business therein, or use the demised premises for housing accommodations or lodging or sleeping purposes or do any cooking therein or use any illumination other than electric light or use or permit to be brought into the building any flammable fluids such as gasoline, kerosene, naphtha and benzene or any explosives, radioactive materials or other articles deemed extra hazardous to life, limb or property except in a manner which would not violate any ordinance or regulation. The Tenant shall not use the demised premises for any illegal or immoral purpose.

(i) The Tenant shall cooperate fully with the Landlord to assure the effective operation of the building's air conditioning system including the closing of blinds and drapes (if applicable), and if windows are operable to keep them closed when the air conditioning system is in use.

(j) The Tenant shall not contract for any work or service which might involve the employment of labor incompatible with the building employees or employees of contractors doing work or performing services by or on behalf of the Landlord.

(k) The sidewalks, hall, passages, exits, entrances and stairways shall not be obstructed by the Tenant or used for any purpose other than for ingress to and egress from its demised premises. The halls, passages, exits, entrances, stairways and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of the Landlord, shall be prejudicial to the safety, character, reputation and interests of the building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. No Tenant and no employees or invitees of any Tenant shall go upon the roof or mechanical areas of the building.

(1) Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the demised premises, or permit or suffer the demised premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the building by reason of noise, odors and/or vibrations or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the demised premises or the building.

(m) Tenant shall see that the doors and windows (if operable) of the demised premises are closed and securely locked before leaving the building and must observe strict care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the building and that all electricity shall likewise be carefully shut off so as to prevent waste or damage. For any default or carelessness Tenant shall make good all injuries or losses sustained by other tenants, occupants of the building or Landlord.

(n) If a Tenant employs laborers or others outside of the Building, such Tenant shall not have its employees paid in the Building, but shall arrange to pay their payrolls elsewhere. Tenants shall not advertise for laborers giving an address at the Building.

(0) Canvassing, soliciting and peddling in the Building is prohibited and Tenants shall cooperate to prevent same.

(p) This is a Non-Smoking Campus. Tenant is responsible for informing employees and clients of this and for clean up and litter removal of same if smoking should occur.

(q) Tenant shall refrain from flushing any items, other than toilet paper, into the toilets at any time and shall ensure that all employees and visitors are aware of and comply with this rule. Tenant shall provide proper receptacles for disposal of all other items.

(r) The washing of cars is not allowed on the property.

I acknowledge that I have received a copy of and read these rules on behalf of the TENANT.

TENANT:

DATE: 1/10/2023



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Catherine G. & David A. Mancino 2450 Old Moultrie Road, Suite 301 St. Augustine, Florida 32086 (904) 797-5553

EXHIBIT "D" MONTHLY RENT SCHEDULE EARLY LEARNING COALITION (EFFECTIVE MARCH 1, 2023)

RENT:	1,576.47
ADDITIONAL RENT/OPERATING EXPENSES:	498.67
SUBTOTAL:	2,075.14
SALES TAX:	N/A
TOTAL PAYMENT:	\$2,075.14

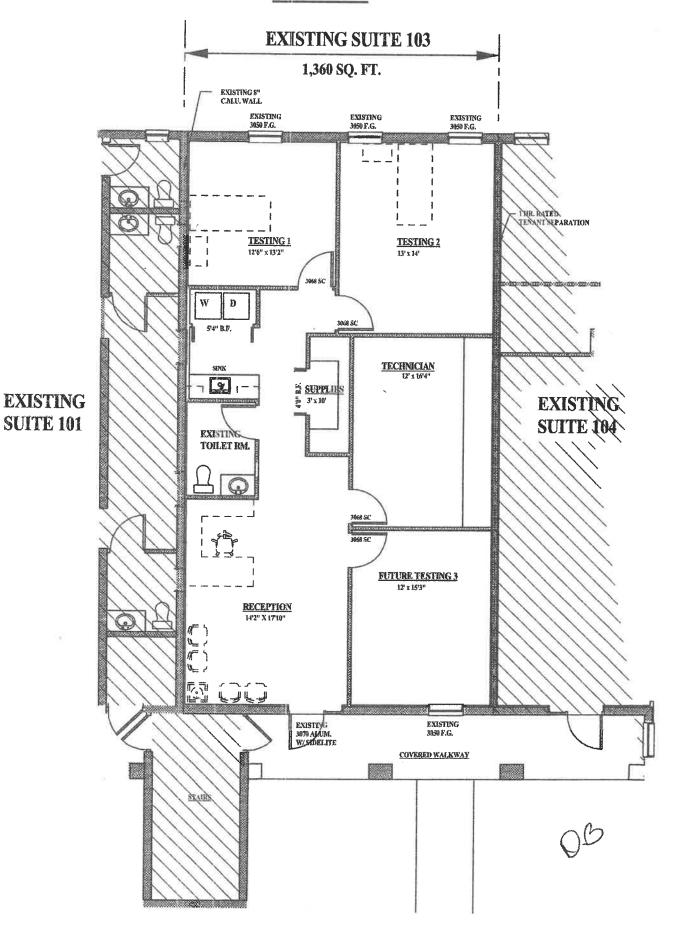
CHECKS SHOULD BE MADE PAYABLE TO: ED AND VICKY PROVOST AND REMITTED TO SUITE 301, 2450 OLD MOULTRIE ROAD, ST. AUGUSTINE, FLORIDA 32086

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EXHIBIT 'B'

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ACTION ITEM SUMMARY

DESCRIPTION	Approval of Representative of Private for Profit Child Care Providers: Tamela Bocher
Reason for Recommended Action	 Tamela is the owner of Orange Park Preschool. Tamela is pleased to have the opportunity to voice her concerns, opinions and to share her experiences to better serve the communities. Her Term will be: December 2024 to December 2028 <u>If this is not done, the following would occur:</u> The Coalition would be out of compliance by not having a mandated seat filled.
How the Action will be accomplished	Board approval; then OEL will be notified via Plan Amendment/Board Roster submission.



SINAMENTS:

Early Learning Coalition of North Florida, Inc. 2450 Old Moultrie Road, Ste. 103, St. Augustine, FL 32086 PH: (904) 342-2268 FX: (904) 342-2268 WWW.elenorthflorida.org

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	1	VOILA	LP APPLIC	NBERSHI	VED WEI	BC	

E to I ageq

.....

I do not currently same on any other boards. 5. Do you serve on any other boards? If so, please list.

presunoor as cooks & maintenance. WI NUSDOND and SON DOTN WORK FOR ORGING FORK pre-school program? 4. Do you or anyone in your immediate family derive an income from a childcare or

and collaboration exills. KUDMIEQDE' OCHINE I I ZHENI VO' DORRIGU FOL CUII QCOLE & EQN(COFIC) GECIELON-MOKING OUQLIZK WOUDDENDUF, EXPLORENCE OUQ INQUENT The strengths that I will wing to the coglition are 3. What strengths will you bring to the Coalition?

t6004ga hod at building building in areasing printing the Education are helping children be mare prepared

2. What concerns do you have relating to early care and education?

Educational expressional monore foundational electric for children hig ploog pub filimilium 24 to maish 24 21043 I tout Experiences to better serve the surrounding centers. I belive As a childcare pusiness owner for 15+ years, I would love the Oppurtunity to voice my concerns, opinions, and share my

FOR PROVIDERS ONLY:

- 1. Name of the Provider you represent: Oronge Bark Preschool
- 2. Position: OWNER & DIVECTOR
- 3. Please describe your center and the services provided to Baker, Bradford, Clay,
- Orange Park presanand/or St. Johns Counties. Orange Park presances provides and a level of the lite years.
- 4. Does your center have a religious affiliation (faith-based provider)?



5. From what source do the majority of your funds come?

səibizdu2 _____ Private

Parent fees

Other

ACTION ITEM SUMMARY

DESCRIPTION	Approval of Private Sector Board Member Andrea Ramirez
Reason for Recommended Action	 Andrea is the Regional Marketing Specialist for Tender Care Medical Services St. Johns and Putnam counties. She previously owned a DCFS-certified daycare for 17 years. She believes early education and supportive resources are the key components in a successful education for both the child and family. Andrea's term will be December 2024 to December 2028. <u>If this is not done, the following would occur:</u> The Coalition would be close to being out of compliance with our requirement to maintain more than 1/3 of our total board membership as private sector.
How the Action will be accomplished	Board approval then OEL will be notified via Plan Amendment/Board Roster submission.



DATE:

BOARD MEMBERSHIP APPLICATION

DATE:10/28/2	4				
NAME:	Andrea Ramirez				
	(Plea	ase Print)			
ADDRESS:	193 Captains Pointe Cir	St.	Augustine	FL 3	2086
	Street	Ci	ty	State	Zip
MAILING ADD	RESS: <u>same</u>				
		Ci	ty	State	Zip
PHONE:	904-217-5636	FAX:	352-666	5-3232	
CELL PHONE: _	904-789-0415	Day & month of b	oirthday:	December 1	<u>0th</u>
EMAIL:arar	nirez@tcms.care				
*****	*****	*****			
EMPLOYER:	Tender Care Medical Ser	rvices			
ADDRESS:	910 S. Winterhawk Dr.	St.	. Augustine	FL	32086
	Street	Ci	ty	State	Zip
MAILING ADDI	RESS: same				
		Ci	ty	State	Zip
PHONE: <u>904</u>	-217-7648	F <i>A</i>	AX: <u>3</u>	52-666-3232	
*****	*****	*****			
	here you would prefer Board s □OR Personal Address	v	sent:		
COMMENTS:					

 Tell us why you would like to serve on the Coalition. I believe early education and supportive resources are the key components in a successful education for both the child and family.

2. What concerns do you have relating to early care and education?

I'd like to see more early interventions and connections between school, community, and home.

3. What strengths will you bring to the Coalition?

I previously owned a DCFS-certified daycare for 17 years. I have an active Registered Behavior Technician, ABA provider certification. I am currently Regional Marketing Specialist for Tender Care Medical Services St. Johns and Putnam counties. Being involved in these fields has given me many connections in the education and special needs community.

4. Do you or anyone in your immediate family derive an income from a childcare or pre-school program?

No, I market for Tender Care Medical Services. No DCF number, it's a private sector.

5. Do you serve on any other boards? If so, please list.

Not at this time, but looking into Family Care Council of North East Florida.

FOR PROVIDERS ONLY:

- 1. Name of the Provider you represent: _____
- 2. Position:
- **3.** Please describe your center and the services provided to Baker, Bradford, Clay, Nassau, Putnam and/or St. Johns Counties.

- 4. Does your center have a religious affiliation (faith-based provider)?
 - _____ YES
- 5. From what source do the majority of your funds come?

Private

_____ Subsidies

_____ Parent fees

_____ Other

ACTION ITEM SUMMARY

DESCRIPTION	Approval of Ex-Officio Lisa Koburger					
Reason for Recommended Action						
	Lisa Koburger is a VPK/Pre-K Coordinator for Baker County Pre- K/Kindergarten Center. Lisa has been part of the school's pre-K team for 11 years. Lisa is very interested in giving insight from a provider's point of view and the teacher's point of view. Her Term will be: December 2024 to December 2028					
How the Action will be accomplished	Board approval; then OEL will be notified via Plan Amendment/Board Roster submission.					



Early Learning Coalition of North Florida, Inc. 2450 Old Moultrie Road, Ste. 103, St. Augustine, FL 32086 PH: (904) 342-2267 FX: (904) 342-2268 www.elcnorthflorida.org

BOARD MEMBERSHIP APPLICATION

DATE:07/18/20)24				
NAME: Lisa K	loburger				
		e Print)			
ADDRESS: <u>6796 St</u>	mokerise Drive	Macclenny City	FL State		
	Street	City	State	Zip	
MAILING ADDRE	SS: <u>6796 Smokerise Dr</u>	ive	Macclenny	FL 320)63
			City	State	Zip
PHONE:	904-945-1603		_ FAX	X:904-259-03	79
CELL PHONE:	904-945-1603	_ Day & mo	onth of birthday: D	ecember 31	
EMAIL: lisa.koburg	er@bakerk12.org				
*****	******	*****	**		
EMPLOYER:	Baker County Pre-F	K/Kindergarter	n Center		
ADDRESS:	362 South Blvd. East		Macclenny	FL	32063
	Street		City	State	Zip
MAILING ADDRE	SS:				
			City	State	Zip
PHONE: <u>904-259-3</u>	014	_	FAX: <u>904-259-0</u>	379	
*****	******	******	**		
	re you would prefer Board		be sent:		
Employer Address X	C OR Personal Ad	dress \square			
COMMENTS:					

1. Tell us why you would like to serve on the Coalition.

I think it's important for voices from all stakeholders to be heard. I've been part of our school's pre-k team for 11 years. I always try to stay updated on everything that will be affecting our Pre-K program. If I can give insight from a provider's point of view and my teachers, I think that's important.

2. What concerns do you have relating to early care and education?

The families that seem to be left out due to cost and ability to have transportation to get from a rural area to their closest centers and children that are left behind and not referred to "CHILD FIND" that need services before they enter VPK and kindergarten.

3. What strengths will you bring to the Coalition?

I think I'm a good listener and can give a different point of view from a public school.

4. Do you or anyone in your immediate family derive an income from a childcare or pre-school program?

NO

5. Do you serve on any other boards? If so, please list.

North East Service Unit Council

FOR PROVIDERS ONLY:

- 1. Name of the Provider you represent: <u>Baker County Pre-K/Kindergarten Center</u>
- 2. Position: VPK/Pre-K Coordinator
- **3.** Please describe your center and the services provided to Baker, Bradford, Clay, Nassau, Putnam and/or St. Johns Counties.

Our school is Pre-K and Kindergarten classes exclusively. Our center has 180 seats for pre-k seat each year. 21 seats are set aside for ESE students that are mainstreamed into general education or working towards mainstreamed. Our classes are 2 adults to 20 children. Most of our teachers have been with our program for 5 years and a few teachers have been with our program more than 10 years. Children in our program are introduced to many of the transitions that our kindergarten children will be doing, lunch in the cafeteria, visiting the media center and our Positive Behavior Intervention Support System (PBIS).

4. Does your center have a religious affiliation (faith-based provider)?

____ YES

X NO

5. From what source do the majority of your funds come?

_____ Private

<u>X</u> Subsidies

Parent fees

____ Other

BOARD MEMBERSHIP SUMMARY As of October 28, 2024

Position	Name	Term Start Date	Term End Date
	BAKER		
Total Private Sector	0		
	BRADFORD		
Total Private Sector	0		
	CLAY		
Governor Appointee Private Sector		November 22, 2013	April 30, 2016
Governor Appointee Private Sector	*Brian H. Graham	May 14, 2015	April 30, 2019
Private Sector	Vina Delcomyn - Vice Chair	September 2020	September 2024
Total Private Sector	3		
	PUTNAM		
Representative of Programs for Children with Disabilities			
under the Federal Individuals with Disabilities Education			
Act	Marsha Peacock	September 2021	September 2025
County Health Department Director or Designee	Robyn Jernigan	December 2023	December 2027
Appointed by Putnam County District Superinendent of			
Schools	Jessica Stallings	March 2022	March 2026
Total Private Sector	0		
	ST. JOHNS		
Member Appointed by Bd. of County Commissioners or			
the Governing Board of a Municipality	Krista Joseph	March 2023	March 2027
Head Start Director	*Brian McElhone	July 2021	July 2025
Governor Appointee Private Sector CHAIR	Vacant, <i>Chair</i>		
Private Sector	Mike Siragusa	September 2018	September 2026
Private Sector	Michelle Jonihakis - Treasurer	December 2018	December 2026
Private Sector			
Total Private Sector	2		
	MULTI COUNTIES	8	
DCF Regional Administrator or Designee	Mala Ramoutar	September 2024	September 2028
DCF Regional Licensing Designee	Casssandra Bloom	December 2023	December 2027
Regional Workforce Board Executive Director or Designee	*Renee Williams, (Baker, Clay, Nassau, Putnam, St. Johns)	September 2014	September 2026
Designee	Nassau, Putnam, St. Johns)	September 2014	September 2026

Early Learning Coalition of North Florida, Inc.

	* Dr. Myrna Allen, - Secretary				
President of a Florida College System or Designee	(Clay, Putnam, St. Johns)	September 2014	September 2026		
Representative of Private Family Home Child Care					
Providers	Vacant				
	*Theresa Little,				
Representative of Faith Based Child Care Providers	(Putnam, St. Johns)	December 7, 2016	December 2024		
	Leslie A. Barstow				
Private Sector	(St. Johns)	March 2022	March 2026		
	Aubrie Simpson Gotham, Interim				
	Chair				
Private Sector	(St. Johns)	December 2018	December 2026		
Private Sector	Makayla Buchanan	September 2024	September 2028		
Private Sector	Mary Ann Holanchock	June 2021	June 2025		
	inter y run Hoteneneek	54110 2021	54110 2025		
Private Sectror	Bailey Steele	September 2024	September 2028		
		<u> </u>	2		
Total Private Sector	5				
Combined Total Private Sector (Must comprise					
MORE THAN 1/3 of total Board Membership):	10				
TOTAL MEMBERSHIP	20				

• Nancy Pearson- Governor appointee for the private sector has retired effective April 30, 2021. We are working with the Governor's office for approval of a new Board Chair appointee. Nancy officially retired April 30, 2021.

Mandatory Seats: All mandatory seats have been filled.

- Combined Total Private Sector (Must be comprised of MORE THAN 1/3 of total Board Membership). We currently have 11 private sector members.
- Total Membership: 15 to 30 members. We currently have 21 board members.

Early Learning Coalition of North Florida

Finance Manager's Report Board Meeting Wednesday - December 3, 2024

Desk Reviews and Audits

Our Desk Review for the last half of FY2024 DEL is currently in progress. We have completed the information requests from our external auditors, but have not yet received an audit report.

Q1 Financial Statements (see attachment)

Attached are the Q1 financial statements for FY24-25. The Coalition's year to date surplus is more than was budgeted. Grant expenses are less than anticipated at this time and in direct proportion to the reduction in grant revenue.

Targets and Restrictions

VPK Admin percentage is currently 5.80% which is slightly more than our target of 5%. During the month of Octobers, the VPK Admin percentage decreased to 4.4%. SR Administration percentage is currently 3.51% which is less than our target of 5%. All other targets and restrictions remain in alignment with grant requirements.

Bríttany Goodson

Early Learning Coalition of North Florida FY 2024-2025

Notice of Awards	2024-2025 Total Budget		Q1 FY2025 Budget		FY 2024-2025 Q1 Actual		Favorable (Unfavorable)
School Readiness (SR)	\$ 25,210,841	\$	-	\$	6,775,657	\$	472,947
ARPA	0		0		34,409		34,409
Voluntary PreKindergarten (VPK)	17,583,737		4,395,934		4,441,352		45,418
Total Notice of Award	\$ 42,794,578	\$	10,698,644	\$	11,251,418		552,774
Subrecipient Expense							
School Readiness (SR)	\$ 24,070,350	\$	6,017,588	\$	6,530,407	\$	(512,820)
ARPA	0		0		34,409		(34,409)
Voluntary PreKindergarten (VPK)	 17,500,863		4,375,216		4,430,177		(54,961)
Total Subrecipient Expense	\$ 41,571,213	\$	10,392,803	\$	10,994,993	\$	(602,190)
Grant Funds Available to ELC of North FL	\$ 1,223,365	\$	305,841	\$	256,425	\$	(49,416)
Other Donations and Revenue							
Interest Income	\$ 600	\$	150	\$	537	\$	387
Miscellaneous Donations	2,500	•	1,250		35		(1,215)
Total Revenues	\$ 1,226,465	\$	307,241	\$	256,997	\$	(50,244)
ELC of North Florida Estimated Expense	\$	ć	165.075	ć	146 130	÷	10 746
Salaries	\$ 663,500	\$	165,875	\$	146,129	\$	19,746
PR Taxes	51,627		12,907		11,117		1,790
Health Insurance & HSA Contributions	125,000		31,250		20,896		10,354
Pension	35,002		8,751		7,258		1,493
Life, Disability, and WC	9,000		2,250		1,362		888
Staff Development	10,000		2,500		3,051		(551)
Contract Services	5,500		1,375 0		2,940 0		(1,565) 0
Auditing	20,000 500		125		0		125
Legal	1.000		250		0		250
Printing & Reproduction	,		250		0		250
Repairs & Maintenance	1,000 51,000		12,750		10,886		1,864
Office Sites - Occupancy	1,000		250		201		1,004
Postage, Freight & Delivery Rentals - Office Equipment	3,000		750		698		49 52
Office Supplies	10,500		2,625		1,185		1,440
Communications	24,000 5,500		6,000		3,797		2,203
D & O Insurance	22,000		1,375 20,000		3,509 18,092		(2,134)
General Liability			20,000		18,092		1,908
Equipment <\$1,000 Equipment >\$1,000	3,000 3,000		750		0		750 750
Travel - In State	8,000		2.000		660		1,340
Travel - Out of State	11,000		2,000		000		2,750
Travel - Local	7,000		1,750		1,027		723
Bank Fees	200		50		1,027		50
Software/Licenses/Support	16,200		4,050		3,447		603
Web Service	70,000		17,500		8,877		8,623
Other employee expenditures	1,000		250		25		225
ADP Fees	9,600		2,400		1,470		930
Dues & Subscriptions	19,000		10,000		9,574		426
Taxes, Licenses and Fees	500		10,000		9,574		125
Misc Other Current Charges	8,000		2,000		129		1,871
Quality Program	30,000		7,500		95		7,405
Total ELC North Florida Estimated Expense	 1,225,629		321,157		256,425		64,732
Surplus or (Loss)	\$ 836	\$	(13,916)	\$	572	\$	(14,488)

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2450 Old Moultrie Road, Suite 103 St. Augustine, FL 32086 904-342-2267 www.elcnorthflorida.org

MEMORANDUM

To:All Board MembersFrom:Tajaro Dixon, Grants and Operations ManagerDate:October 29, 2024Subject:2024/2025 First Quarter Program Update and Quality Assurance Activities

Coalition Activities:

- The Division of Early Learning (DEL) Fiscal Monitoring occurred January 29 February 1, 2024. The final report (May 20, 2024), had one compliance issue regarding an incorrect allocation. The Coalition received DEL's acceptance of our corrective action and DEL's close-out letter August 30, 2024.
- The Coalition's 2024/2025 Anti-Fraud Plan was submitted to DEL's Office of Inspector General April 4, 2024, and the Coalition received their approval July 29, 2024.
- DEL's biennial Accountability Review has been completed and is currently in the draft reporting stage.
- All Coalition staff completed their annual review of Anti-Fraud plan, policies and practices in July.
- Coalition staff completed the 2024/2025 Internal Controls Questionnaire (ICQ) August 12, 2024. In addition, ECS completed this same ICQ (as they do each year) and their responses were reviewed by Coalition staff for any needed follow-up and/or approval. There were no issues for follow up.
- Coalition staff met the October 1, 2024 DEL deadline for all the annual items; annual report, ELC staffing changes, inventory, sub-recipient monitoring plan, CEO annual review, fiscal prior year revenue and expense report and current year budget.

Episcopal Children's Services (ECS) Contract Monitoring:

<u>The 2023/2024 Fourth Quarter Monitoring</u> was performed August 12-23, 2024. This monitoring included all DEL required "eligibility" criteria for School Readiness and VPK. Additional areas of review were the Data Security Systems Updates, DEL Scorecard: Childcare Provider Monitoring, Non-direct Costs Review (3rd and 4th quarters combined), and Fiscal Year-end Overview. From this review, there were four compliance issues that required staff refresher training sessions. The staff trainings were held before the final report.

<u>The 2024/2025 First Quarter Monitoring</u> is scheduled for November 1-15, 2024. This monitoring will include all DEL required "eligibility" criteria for School Readiness and VPK. Additional area of review will be the Annual Data Security and Security Systems Review.

ALL full reports are available upon request.



BOARD

MEMBER ABSENTEEISM LOG

By-Laws Unexcused absences from two (2) 3.2.8. Mandated

members with three (3) consecutive X = Attended

	December 6, 2023	No Meeting January 2024	No Meeting	No Meeting March 2024	No Meeting April 2024	May 8, 2024	No Meeting	No Meeting	September 11, 2024	No Meeting October 2024	No Meeting November 2024
MEMBER NAME Allen, M.	Excused	January 2024	February 2024	March 2024	April 2024	May 8, 2024 X	July-24	August 2024	X X	October 2024	November 2024
	x					Excused			x	-	+
Barstow, L. Bishop, J.	No longer a member					No longer a member			No longer a member		-
Bloom, C.	x					X			Excused		
Buchanan , M.									x		-
Chandler, R.	No longer a member					No longer a member			No longer a member		
Coleman, R.	Excused					Excused			x		
Delcomyn, V.	х					x			x		
Dorsey, Patricia	х					No longer a member			No longer a member		
Farris, J.	No longer a member					No longer a member			No longer a member		
Gammon, K.	No longer a member					No longer a member			Excused		
Garcia, M.	No longer a member					No longer a member			No longer a member		
Graham, B.	Excused					х			х		
Hoffman, E.	No longer a member					No longer a member			No longer a member		
Holanchock, M.	х					х			х		
Hill, M.	No longer a member					No longer a member			No longer a member		
Jernigan, R.	х					x			Excused		
Johns, J.	No longer a member					No longer a member			No longer a member		
Jonihakis, M.	х					х			х		
Joseph, Krista	Excused					Excused			х		
Kersey Graves, W.	No longer a member					No longer a member			No longer a member		
Koberger, L.									x		
Little, T.	х					х			х		
Matheny, T	No longer a member					No longer a member			No longer a member		
McElhone, B.	х					Excused			х		
Montoro, Bianco	No longer a member					No longer a member			No longer a member		
Overly, Jennifer	No longer a member					No longer a member			No longer a member		
Pearson, N.	No longer a member					No longer a member			No longer a member		
Peacock, M.	х					х			х		
Puckett, C.	No longer a member					No longer a member			No longer a member		
Ramoutar, M.									X		
Shontz-Phillips, S.	Excused					Excused			No longer a member		
Simpkins, K.	No longer a member					No longer a member			No longer a member		
Simpson-Gotham, A.	х					х			х		
Siragusa, M.	х					Excussed			х		
Stallings, J	х					х			х		
Tauch, P.	No longer a member					No longer a member			No longer a member		
Virgo, Cassandra	No longer a member					No longer a member			No longer a member		
Warnock, Andrew	No longer a member					No longer a member			No longer a member		
Whitehurst, C.	No longer a member					No longer a member			No longer a member		
Williams, R.	х					х			х		