

ELCHC Executive Committee Meeting

Monday, August 15, 2022 at 3:00 pm

6302 E. Martin Luther King Jr. Blvd., Suite 100 Tampa, FL 33619

https://us06web.zoom.us/j/81487909799?pwd=WDN2ZU9FeHdqWEI1OVhIVWk0YVk2QT09

Meeting ID: 814 8790 9799

Passcode: 311500



ELCHC Executive Committee Meeting Agenda

August 15, 2022

I. CALL TO ORDER	A. Patel
A. Roll Call/Quorum Verification	
B. Approval of Minutes for June 13, 2022 Executive Committee Regular Meeting - 3	
II. ACTION ITEMS	
A. Recommendation of ELCHC Interim CEO	A. Patel
III. COMMITTEE REPORTS	
A. Governance Committee Report - 6	S. Holmquist Johnson
B. Finance Committee Report - 35	L. Bowers
C. Service Delivery & Efficiency Committee Report - 58	A. Jae
IV. CEO Report	G. Gillette
V. DISCUSSION ITEMS	
A. RFP for Organizational Assessment in the Areas of Culture and Intercultural Relationships with Strategy Implementation	A. Fraga
VI. PUBLIC COMMENT Individuals wishing to address the Early Learning Coalition of Hillsborough	

County Board of Directors must complete a Public Comment Request Card and submit it to the official recorder prior to the noticed start time of the meeting. Said comments will be limited to three (3) minutes per individual on a first come, first serve basis, and only at such time as is

identified on the official meeting agenda for public comment.

VII. ADJOURNMENT



EXECUTIVE COMMMITTEE UNAPPROVED MINUTES

Monday, June 13, 2022, at 3:00 pm Hybrid Meeting 6302 E. Martin Luther King, Jr. Blvd., Suite 100 Tampa, FL 33619

MEETING ATTENDANCE

Facilitator: Aakash Patel, Chair

Committee Members Present:

Dr. Daphne Fudge*, Aakash Patel, Dr. Shawn Robinson, and Dr. Stephie Holmquist Johnson

Committee Members Absent:

Luke Buzard

ELCHC Staff:

Alison Fraga, Gordon Gillette*, Kelley Minney, Kiyana Scott, Helen Sovich, Rick Rampersad, Gary Meyer*, Hannah Goble*, Abigail Perez*, Erica Turchin*, and Megan Folts*

Other Attendees:

Tonia Williams*, Frazier Carraway

*Indicates attendance by Zoom Meeting platform.

CALL TO ORDER

Quorum Verification

Noting a quorum was present, Chair Patel called the meeting to order at 3:07 pm.

Approval of April 11, 2022, Executive Committee Regular Meeting Minutes

Dr. Shawn Robinson made a motion to approve the April 11, 2022, Executive Committee Regular Meeting Minutes. Dr. Stephie Holmquist Johnson made a second. The motion carried unanimously.

PUBLIC COMMENT

There was no Public Comment.

ACTION ITEMS

A. Approval of June 20, 2022, Draft Board of Directors Meeting Agenda

Dr. Stephie Holmquist Johnson made a motion to approve the June 20, 2022, Draft Board of Directors Meeting Agenda. Dr. Shawn Robinson made a second. The motion carried unanimously.

COMMITTEE REPORTS

Governance Committee

Dr. Shawn Robinson reported the Board Officers' nominations that were received, would be submitted to the full Board for approval during the June 20, 2022, Annual Board meeting. Dr.



Robinson informed the Committee, that the Governance Committee reviewed and discussed the following items:

- ELCHC Senior Leadership Update
- CEO Performance Evaluation Process
- New Board Member Orientation Packet

Finance Committee

Gary Meyer, Chief Financial Officer, on behalf of Luke Buzard, reported that a Budget Workshop and Finance Committee meeting was held on June 6, 2022. Mr. Meyer indicated that a revised proposed budget would be sent to the full Board for review.

The Executive Committee members discussed the timing and scheduling of Budget Workshops.

Mr. Meyer reported that a provider rate increase proposal would be reviewed at the annual Board meeting on June 20, 2022.

Service Delivery & Efficiency Committee

Dr. Daphne Fudge reported that the Service Delivery & Efficiency Committee received a schedule of the regular meetings, noting that the meeting time would be at 11:00 am instead of 3:00 pm. Kiyana Scott, Executive Administrative Assistant reported the first meeting would be held on August 1, 2022, at 11:00 am.

CEO REPORT

Gordon Gillette, CEO, reported to the Executive Committee on the transition of Child Care Licensing (CCL) to the Department of Children and Families. Mr. Gillette informed the Committee that the Hillsborough County Board of County Commissioners (BOCC) would review and take a vote on the transition on July 15, 2022. Mr. Gillette also noted that the contract between the Early Learning Coalition of Hillsborough County (ELCHC) and CCL would be reviewed by BOCC on June 15, 2022.

Mr. Gillette answered the Committee members' questions regarding the effect of the transition on the contract between the ELCHC and CCL. Mr. Gillette noted that funds provided by ELCHC to CCL are paid towards personnel expenses, and BOCC pays for benefits and retirement plans.

The Executive Committee members and Mr. Gillette discussed further the impact of the transition regarding the required member position on the Board of Directors and the creation of a pros and cons list to share with the full Board for discussion during the next Board meeting.

DISCUSSION ITEMS

Open Positions

Chair Patel reported that Candy Olson resigned from the Board of Directors on April 21, 2022, noting that there are two open positions: one (1) Gubernatorial position and one (1) private sector position.

There was further discussion on how to promote the open positions through social media and nonprofit Board listing.

Board Matrix

The Executive Committee engaged in a brief discussion on the development of a Board matrix and Board Report Card.

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Chair Patel discussed the restructuring of Board Committees. Chair Patel asked Dr. Shawn Robinson to Chair the Development Committee and Dr. Stephie Holmquist Johnson to Chair the Governance Committee.

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Dr. Stephie Holmquist Johnson made a motion to adjourn the meeting at 4:04 pm. Dr. Daphn
Fudge made a second. The motion carried unanimously.

Read and approved by:	Date:
Dr. Stephie Ho	lmquist Johnson, Secretary

ELCHC EXECUTIVE COMMITTEE MEETING - August 15, 2022

COMMITTEE REPORTS

ITEM IV.A.

ISSUE:

Governance Committee Report

NARRATIVE: The Governance Committee met on August 1, 2022, to review and discuss:

- Reappointment of Board Member, Dr. Stephie Holmquist Johnson
- Board Recruitment
- Revised Board Membership Application
- Governance Committee Roles & Responsibilities
- Board Attendance
- Board Building Recommendations/Board Matrix
- CEO Performance Evaluation Form (DEL Form)

The Governance Committee also met on August 4, 2022, to review and discuss:

RFP Process & RFP for Executive Search Firm for Chief Executive Officer

(3 Attachments)



Board Building Recommendations

- A. Recommended Board Size: Currently the ELCHC Board is comprised of 24 Directors. (F.S.1002.83 (2)- minimum 15 and a maximum of 30 members may serve on the Coalition Board of Directors).
- B. Review Board Matrix to determine what critical requirements are needed on the board at the time of approving applications.

II. Process of Potential Board Members

"Private sector business member" means an individual who does not work for a business entity that the government owns or operates. The term also includes: 1. An individual who had a dual employment in both a business entity and the public sector. 2. An Individual who is retired or no longer works for a business entity, provided that individual is not currently employed in the public sector. (Rule 6M-9.110, of the Florida Administrative Code (F.A.C.). Elected Directors shall at all times be representatives of private sector business who do not have, nor whose relatives have, a substantial financial interest in the design or delivery of Voluntary Prekindergarten Education programs, School Readiness programs, or out-of-school-time programs. Please see attached rule regarding "substantial financial interest."

- 1. Does applicant meet any gaps identified on the Board Matrix?
- 2. Provide names of prospect to the Governance Committee
- 3. Governance Committee reviews prospects and decides which ones to pursue or vet.
- 4. The Chair of the Committee will designate a Committee member to be the ambassador to the potential prospect. This person will reach out to prospect and gauge interest and help educate them about ELCHC.
- 5. The Ambassador will invite prospect to a meeting (lunch, breakfast for example) with ELCHC CEO to learn more about the organization. This phase may take the form of several meetings and conversations.
- 6. Provide prospect with board documents including expectations, financials, etc. (via Board Relations Manager)
- 7. The Ambassador will invite prospect to attend a board meeting to meet other members and see what it's all about.
- 8. Committee makes a final approval and recommendation to offer term to potential prospect to Board of Directors.
- 9. Full Board will vote to approve and extend a 4-year term to prospect.



Board Building Recommendations

(ELCHC Bylaws-Amended 11/13/19, Article II, Section 2 (b) Appointed and Elected Director shall serve four (4) year terms. Elected Directors are eligible for re-election. However, no Appointed or Elected Director may serve more than two (2) four-year terms).

III. Board Orientation Process of New Board Members

- A. A welcome letter is sent by the Board Chair and CEO
- B. A separate meeting is set with the new board member, CEO, Board Chair, Board Relations Team, and ELCHC Sr. Leadership Team to:
 - a. Provide an overview of the organization's history, mission & vision, & values
 - b. ELCHC Team Members
 - c. Who We Serve
 - d. What We DO
 - e. Florida Statutes
 - f. Board Member Responsibilities
 - g. Government in the Sunshine Law
 - h. Review a mock agenda
 - i. Discuss rules for use of the Consent Agenda
 - i. Robert's Rules of Order
- C. A press release is prepared by staff, approved by new Board member, and distributed to press outlets and social media. The release is also posted to the ELCHC website.
- D. New Board member is invited to participate in and select committee work by either attending several different committee meetings to decide or making a decision based upon personal reflection; committee assignments may be tempered by input from the CEO and/or Board Chair and/or Committee chair based on the needs of the committee.



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Board of Directors Diversity Matrix

Board Tenure (Yr Joined)	2019 2	2016 2015	2019	2018 2	016 2019	2021	2018	2015	2020	2014 2	<u> </u>		2013	_0.5	2017	2020	2021 2	
Areas of Expertise/Leadership Qualities																		
Architectural/Engineering								Х				ΙΙ						
Community Development					X			Х						Х	Х			
Community Volunteer Education			+	х	X	+	X	Х	X			+ +			Х		Х	Х
Entrepreneur					X		X								X			
Finance/Accounting Government						X											Х	
Healthcare																	X	
Hospitality Human Possurses					V			Х										
Human Resources Insurance					X							+						
Investment Management/Banking																		
Legal Management												+ +						Х
Manufacturing/Industrial																		
Marketing, Public Relations, Media					v			.,							Х			
Non-profit Real Estate, Construction, Property & Facilities					Х			X				+						
Technology							Х											
Other		X			Х													
Resources																		
Money to give		Х			Х		Х		Х									
Access to money Access to other resources (foundations, corporate support)		X	+			+	X	Х				+ +			Х			
Availability for active participation (connection/introduction to network, grant writing)				Х		Х	X		Х					Х	X		Х	Х
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Religious organizations Community Service Organization					X	Х	X	Х							X			Х
Corporate		Х			Х	1	Х	Х	***						Х		,,	
Education Media				Х	X	+	X	Х	Х			+ +			X		Х	Х
Political					X	\perp	х								X			
Philanthropy Social/Enternal Organization					X		Х								X			
Social/Fraternal Organization Small business		X	+		X	+	х		Х			+ +			X			
Social services					X	Х		Χ						Х	X			
Other																		
Core Competencies																		
Visionary					Х	Х	Х	Х						Х	Х		Х	Х
Accountability Organizational learning					X	X	X	Х	Х						X		Х	X
Understanding of mission, vision, values				Х	X		X	X	Х						X		X	X
Strategic thinking					Х	Х	Х	Х	Х					Х	Х		Х	
Using data, problem-solving Accurate reporting, transparency					X		X							Х	X		Х	
Scanning for new information					X		X		Х						Х			
Integrating learning, generalizing to new situations				Х	х		Х	Х						Х	Х			Х
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Age 18-24													I					
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18-24		х			X				х						X		х	X
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18-24 25-34 35-44 45-54 55-64 65 or above Gender Female Male Transgender Non-binary Other Race/Ethnicity Native American, American Indian, or Alaska Native Asian or Asian American Black or African American Black or African American Mative Hawaiian or Other Pacific Islander White or Caucasian Hispanic, Latino or Spanish Other Parent Yes No Age of Child(ren) Under 10 11-15 16-21 22-26 27 or above Persons living with a disability Yes No Served or Currently Serving in the U.S Armed Forces Yes No Geographic Area of residency - Hillsborough County North South East		X X X		X	X	X	X	x	X X					X X	X X		X	X

Chief Executive Officer/Executive Director Annual Performance Evaluation

Officer/Director's Name:	Date:	
Evaluation Period:	ELC:	

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

Evaluate the CEO/ED's performance in the domains below using the following ratings:

3 = Exceeds Expectations

2 = Meets Expectations

1 = Does Not Meet Expectations

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

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

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

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

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

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

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

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

Rating	Performance Indicator
	Provides leadership for developing and executing sound personnel procedures and
	practices that incorporate directives, attitudes, and behaviors reflective of the integrity
	and ethical values expected throughout the organization.
	Recruits and retains a talented and diverse staff.
	Ensures compliance with relevant workplace and employment laws; maintains a safe,
	respectful, and inclusive working environment.
	Encourages and supports staff to participate in ongoing professional development
	opportunities.
	Establishes clear patterns of authority, responsibility, supervision, and communication
	with staff.
Rating	Comments regarding the performance in this domain:
Average	
(total divided	
by 5):	

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

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

Domain 6: Professional Skills and Abilities

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

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

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

Performance	Rating
Domain	Averages
Domain 1	
Domain 2	
Domain 3	
Domain 4	
Domain 5	
Domain 6	
Domain 7 –	
optional local	
*Overall Rating	

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

Overall Rating:

3.0 = Exceeds Expectations

2.0 - 2.9 = Meets Expectations

1.9 and below= Does Not Meet Expectations

Evaluator Name:	
Evaluator Signature:	



REQUEST FOR PROPOSAL EXECUTIVE SEARCH FIRM FOR CHIEF EXECUTIVE OFFICER

August 5, 2022 - August 22, 2022

Inquiries and proposals should be directed to:

Helen Sovich Manager, Human Resources

Early Learning Coalition of Hillsborough County
6302 E. Dr. Martin Luther King, Jr. Blvd.
Suite 100
Tampa, FL 33619
813-515-2340
hsovich@elchc.org

I. GENERAL INFORMATION

- A. **Purpose.** The Early Learning Coalition of Hillsborough County (ELCHC) is accepting Proposals for all labor, equipment, and materials necessary to provide Executive Search Services as outline in SCOPE OF WORK. The ELCHC Board of Directors is seeking an executive search firm with superior knowledge and expertise, as well as proven success in the field of executive recruitment that will provide candidates for the position of Chief Executive Officer. The expectation is that the engagement will produce 5-8 qualified candidates for the Board to review. The target employment date for the Chief Executive Officer is January 3, 2023
 - a. **CEO Qualifications:** As it enters its 24th operating year, ELCHC is seeking a strategic, visionary and influential leader with the skills, passion and commitment to contribute to transformative change in the delivery of services to children, families and child care providers in Hillsborough County. The ideal candidate will have a deep commitment to creating a consumer-oriented operation, collaborative orientation to successfully partner with stakeholders, excellent conceptual abilities, superior management skills, experience building diverse and inclusive teams, solid financial expertise and thrive in diverse and innovative environments. Salary range: TBD in consultation with search firm subject to State of Florida limitations on salary.
- **B.** Who May Respond. Any U.S. based executive search firm
- C. Instructions on Proposal Submission.
 - **1. Closing Submission Date.** Proposals must be submitted no later than 2:00 pm EST on Monday August 22, 2022.
 - 2. Inquiries. Inquiries concerning this RFP should be emailed to: Helen Sovich Manager, Human Resources hsovich@elchc.org
 - **3. Conditions of Proposal.** All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not

be reimbursed by the Early Learning Coalition of Hillsborough County (the "Coalition"),

It is the responsibility of the Offeror to ensure that the proposal is received by the Coalition by the date and time specified above. Late proposals will not be considered.

To ensure a fair review and selection process, personnel submitting proposals are specifically requested not to make other contacts with Coalition staff or members of the Board of Directors regarding this proposal during the proposal's timeline. Failure to comply with this request will result in disqualification of the proposal.

- **4. Right to Reject.** The Coalition reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in the RFP.
- **5. Restricted Communications.** Communications with the ELCHC personnel/and or ELCHC Board members, other than Project Manager, regarding this RFP may result in rejection of such Proposer.
- **6. ELCHC Project Manager.** Helen Sovich, designated Project Manager for procurement of the executive search RFP and for administration of the contract with the selected Proposer.
- 7. Incomplete Proposals. FAILURE TO RESPOND TO ANY ITEM INCLUDING ANY REQUESTED INFORMATION, OR FAILURE TO FOLLOW THE RFP MAY RESULT IN THE SUBMISSION OF AN INCOMPLETE PROPOSAL AND MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL FROM FURTHER CONSIDERSTION.
- **8. Contract Term.** The estimated terms of the contract between the ELCHC and the selected Contractor is August 2022 to June 30, 2023
- 9. Right To Seek And Consider Clarifying Information. The ELCHC may seek clarifying information regarding the proposal. Such clarifying information shall be provided by the Proposer in writing. Such clarifying information may not modify any material portion of the Proposal, affect the price, or give one Proposer an advantage not enjoyed by other Proposers.

- 10. Minority-Owned Businesses. Efforts will be made by the Coalition to utilize woman, minority and/or service-disabled veteran owned businesses. No person or legal entity will be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any Coalition procurement on the basis of race, color, religion, national origin, age, sexual orientation, disability or marital status.
- 11. Notification of Award. It is expected that a decision selection will be made within thirty (30) days of the closing date for the receipt of proposals. Upon conclusion of final negotiations, all Offerors submitting proposals to this Request for Proposal will be informed about the selection decision. If both parties cannot agree on prices for a formal contract, the work will be rebid.
- 12. **Public Records**: All documents and other records as defined in the Public Records Law received from Proposers are public records in accordance with Chapter 119, Florida Statutes. All records as defined in Chapter 119, Florida Statutes, made or received by the Contractor as part of the Services are public records subject to inspection and copying as provided by Chapter 119, Florida Statutes. For example, candidate records and documentation submitted by the Contractor in support of a candidacy, along with any and all other documentation; including but not limited to: all conversation notes, print of on-line searches, etc., gathered by the search firm in connection with the scope of services covered by this Proposal, must be made available upon request for inspection and/or copying in accordance with Chapter 119 of Florida Statutes. Any and all such records and documents related to all candidates shall be provided to the Coalition immediately upon request, but not later than one (1) week after the request is made. However, the Public Records Law contains certain exemptions from public disclosure of certain information contained in public records, such as the social security numbers of candidates. In addition, Chapter 286 of the Florida Statutes, "Government in the Sunshine Law," requires that all meetings of the Coalition at which official acts are to be taken are declared to be public meetings and are always open to the public. This includes all interviews and discussions with the selected search firm at which two (2) or more members of the Board may be present

- 13. Public Entity Crimes. Pursuant to Section 287.133(3)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- **14. Proposal Format and Administrative Requirements**. Proposers shall submit their requests via email in PDF format. Proposals should be clearly marked as such. Proposals submitted by the deadline of 2pm EST Monday, August 22, 2022.
- II. **DESCRIPTION OF ENTITY.** The Early Learning Coalition of Hillsborough County (ELCHC) was created in response to the School Readiness Act (s. 411.01, Florida Statutes (FS)) in 2000 and is dedicated to ensuring quality early care and education for children in Hillsborough County. The Coalition is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

The project included in this RFP will be funded 100% from federal funds, with disclosure to comply with Public Law (P.L.) 103-333, s. 508.

Mission: The Early Learning Coalition of Hillsborough County provides children, birth to 5 years, high quality, equitable and inclusive early learning experiences preparing them for success in school and life through the collaboration of families, educators, and the community.

FAST FACTS:

- Current number of staff: 145
- 2021-2022 Operating Budget: \$100,142,275
- Current number of board of directors: 22
- Approximately 1,200 child care providers in Hillsborough County
- 2021-2022 School Readiness children served: 18,468
- 2021-2022 Voluntary Pre Kindergarten (VPK) children served: 9,953

Website to learn more: www.elchc.org

III. SCOPE OF SERVICES NEEDED

The Coalition intends that the successful Proposer, once engaged, will conduct a focused search for qualified candidates for the position of Chief Executive Officer consistent with a search strategy agreed upon with the Coalition. To carry out this objective, the Coalition expects that the successful Proposer shall:

- 1. Develop and implement a strategy to perform an executive search and advertise locally, statewide and nationally to identify high quality applications from which an employment decision can be made. This strategy shall include outreach efforts designed to capture to a diverse slate of qualified candidates who might not have otherwise expressed an interest.
- 2. Consult with the Executive Committee of the Board, independently, to review the position profile established by the Board (background, education, training, experience, knowledge, skills and abilities, management style and other appropriate characteristics desires) of the ideal candidate for the position.
- 3. Review resumes of all applicants to ensure that they meet or exceed the qualifications set forth in the profile established in Section I -A a
- 4. Conduct a comprehensive evaluation; provide weekly written reports to the Board regarding all candidates and conduct initial interviews of candidates who meet the criteria established in the profile to verify each applicant's experience. Further evaluation of the candidates shall include: vetting the interview results; conducting an in-depth reference check of the candidates by contacting the individuals who are, or have been, in positions to evaluate the on-the-job performance of the candidate; and conducting education, criminal, financial, media and civil litigation background checks that result in a list of three (3) to eight (8) candidates who are the most qualified and best suited for consideration by the Board.
- 5. Conduct in-depth interviews with all candidates to clarify any politically sensitive or potentially embarrassing issues that might arise in a candidate's background, in order to clearly understand the circumstances. Initial interviews

may be executed in person or electronically depending on what is the most financially efficient.

- 6. Respond within one (1) business day to any/all inquiries from the Human Resources Manager.
- 7. Consult with the Executive Committee of the Board to develop an interview process to ensure the Coalition elicits information from each candidate that will lead to the selection of the most qualified among the candidate pool.
- 8. Facilitate, in-person, the interviews of finalists by the Executive Committee of the Board at a public meeting. This includes advance design of the interview questions and process in coordination with the Board as well as coordination of candidate and Coalition stakeholder schedules and candidate travel.
- 9. Extend the initial executive search, at no additional cost to the Early Learning Coalition of Hillsborough County, if all candidates are rejected after an initial round of interviews.
- 10. Throughout the search and selection process, maintain timely and consistent communication with all who express interest in the position until each is notified of being excluded from further consideration.
- 11. Provide the Board with a complete breakdown of Equal Employment Opportunity (EEO) information on all candidates who express an interest in the position

IV. CONTRACT ETHICS.

- 1. No employee of the Coalition who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
- 2. It is a breach of ethical standards for any person to offer, give or agree to give any Coalition employee, Board of Director, or for any Coalition employee, or Board of Director to solicit, demand, accept, or agree to accept

from another person, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.

V. **PROPOSAL SUBMISSION.** Proposals received after the deadline will not be accepted. It is neither Coalition's responsibility nor practice acknowledging receipt of any proposal. It is the responder's responsibility to assure that a proposal is received in a timely manner.

The Coalition reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the proposal which furthers the best interests of the Early Learning Coalition of Hillsborough County.

Each proposal shall be considered binding and in effect for a period of ninety (90) days following the proposal opening.

- **VI. PROPOSAL CONTENTS.** The Offeror, in its proposal, shall at a minimum include the following:
 - 1. Organizational information
 - a. Bidder name
 - **b.** Address
 - c. Email
 - **d.** Phone, and preferred method of contact
 - **e.** Indicate, if appropriate, if the firm is a small or Certified Minority Owned Business (CMOB include certificate with RFP)
 - 2. Methodology and Approach Narrative The Proposal shall include a narrative of the Proposer's overall methodology and approach. Within the narrative, the Proposer shall include, but is not limited to, the following headings:
 - **a.** An introduction and summary of the history of the firm.
 - **b.** A list of key personnel of the firm who will be directly involved in working with the Coalition. This information should provide a brief resume, including years employed by the executive search firm and specific search processes that the individual has been involved with that have resulted in successful employment within the nonprofit

sector. The Proposal shall state the experience and expertise of designated personnel to identify strong candidates with relevant experience and conduct through background inquiries and reference checks.

- c. The Proposal shall describe the Proposer's understanding of the overall objective and the objectives and deliverables for each Phase of the search. The Proposer should include a clear description of the work to be performed, the anticipated methodology used to complete the work (including specifically, methodologies for working in close consultation with the Board and the methodology for ensuring a diverse applicant pool) and the objectives to be reached and/or product to be delivered for each phase of the search. Describe resources and data which may be available to complete the search.
- **d.** The Proposer shall provide a work plan and timeline for carrying out the search. The Proposal must include the labor hours anticipated to complete the search, and must demonstrate the Proposer's ability and willingness to meet the proposed search schedule. Refer to proposed start date of CEO, January 3, 2023
- **e.** The Proposer shall state its total price for the services outlined in the Scope of Work. No additional fees, costs, Proposer travel expenses, advertising costs, printing costs, background checks, or other expenses will be billed the Early Learning Coalition of Hillsborough County.
- **f.** List of current and past clients of the firm especially similar nonprofit sector clients. The Proposer should include a minimum of five (5) references in the Proposal
- **g.** Include methodology and/or rubric for scoring the potential candidates.

VII. RFP SCORING. Proposals will be scored based on the following attributes and weights:

Attribute	Weight
Methodology and Approach	45%
Cost Value	20%
Certified Minority Owned Business	20%
References	15%

VIII. RFP TIMELINE AND CONTRACT TEMPLATE.



REQUEST FOR PROPOSAL TIMELINE & PROCESS

Executive Search Firm for Chief Executive Officer

Posting RFP Process

<u>Date</u>	<u>Step</u>	Performed By
August 5, 2022 at 2:00 pm EST	Post RFP on ELCHC website for a minimum of 2 weeks	Alison Fraga/Erica Turchin
August 5, 2022 at 2:00 pm EST	 Post RFP on vendor bid system (MyFloridaMarketPlace Portal) for a minimum of 2 weeks 	Kelley Minney/Kiyana Scott

Review & Scoring Process

<u>Date</u>	<u>Step</u>	Performed By
August 12, 2022 at 5:00 pm EST	 Deadline to submit questions regarding RFP. *Questions should be submitted via email to Helen Sovich at hsovich@elchc.org 	Helen Sovich
August 15, 2022	Deadline for Board Counsel to answer received questions.	Frazier Carraway
August 22, 2022 at 2:01 pm EST	3. Disqualify all RFP's that were received after the RFP deadline.	Helen Sovich/Gary Meyer
August 22, 2022 at 2:01 pm EST	4. Disqualify all RFP's that do not meet the requirements of the RFP.	Helen Sovich/Gary Meyer
August 23, 2022	 Confirm whether Offerors are CMBE's by verifying the official database. Prepopulate this in each of the scoring templates (5=CMBE, 1=not a CMBE, no score in between) 	Gary Meyer/Helen Sovich
August 23, 2022	 6. Send qualified RFP's to the scoring team (Governance Committee). Include: a. Original RFP b. Scoring template c. RFP Summary, including a summary of each RFP with the following details: i. Vendor Name ii. Vendor Location iii. Cost (normalized so that all costs are of comparable 	Helen Sovich/Kiyana Scott/Frazier Carraway



REQUEST FOR PROPOSAL TIMELINE & PROCESS

Executive Search Firm for Chief Executive Officer

	quantity and services across all Offerors) iv. Whether they have a confirmed CMBE status d. All qualified RFP responses	
August 25, 2022 at 3:00 pm	7. Governance Committee special meeting to review and score proposals and makes recommended of search firm. 8. Schedule Special Board meeting to approve recommended firm by Governance Committee	Governance Committee
September 6, 2022 at 3:00 pm	Special Board Meeting to approve search firm	Board of Directors
By September 9, 2022	10. Offer bid, enter into contract with selected search firm	Helen Sovich/Gary Meyer/Frazier Carraway
September 12, 2022	11. Communicate a no award to those that did not receive the award	Helen Sovich/Gary Meyer
October 17, 2022 at 3:00 pm	12. Regular Board meeting/invite search firm to provide CEO search updates	Board of Directors/Helen Sovich



Hillsborough County School Readiness Coalition, Inc.

D/B/A

Early Learning Coalition of Hillsborough County

Contracting With

{Insert Vendor Name}

For

{Insert Goods or Services}

Page 1 of 9 Last Updated 11-10-2021

THIS AGREEMENT is made and entered into as of {Insert Date} (the "Effective Date") by and between the Hillsborough County School Readiness COALITION, Inc. DBA the Early Learning COALITON of Hillsborough County, with offices at 6302 E. Dr. MLK Jr. Blvd, Suite 100, Tampa, Florida, 33619 ("COALITION") at date of contract execution, and {Insert Vendor Name} with offices at {Insert Vendor Address} ("CONTRACTOR").

The COALITION and the CONTRACTOR agree to the following:

A. Effective Term

The term of this Contract shall commence on {Insert Commencement Date} or the date on which the Contract has been signed by the last party required to sign it, whichever is later ("Effective Date"), and shall conclude on {Insert End Date} ("Term").

B. Purpose

This AGREEMENT defines the professional services provided by the CONTRACTOR. The CONTRACTOR shall provide its professional services, as specified in the Scope of Work.

C. Scope of Work

The CONTRACTOR will provide the following:

COALITION hereby retains the services of CONTRACTOR for {Insert Goods or Services} in accordance with the Proposal submitted by the CONTRACTOR to the COALITION on {Insert Proposal Date} (the "Proposal"), a copy of which is attached hereto as Exhibit A and the terms of which are expressly incorporated herein by reference. {Insert Scope of Work details as needed}

D. Due Date

The CONTRACTOR agrees to be available and shall finish services by {Insert End Date}.

E. Compensation & Payment

- 1. The total price for all the work set forth in the Agreement shall not exceed {Insert Price}.
- 2. When both parties have signed this AGREEMENT, the COALITION agrees to make a payment upon receipt of a properly payable invoice which has been approved by COALITION management. {Insert Payment Schedule; Florida Statute does not allow for prepayment of goods or services} All goods and/or services are subject to final approval by a representative of COALITION prior to payment.
- 3. The COALITION shall make payment within thirty (30) calendar days of receipt of invoice.

F. Indemnification

The CONTRACTOR agrees to be liable for and to indemnify the COALITION against all claims, suits, judgment, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the CONTRACTOR, or arising out of the violation of any copyright law by the CONTRACTOR in the course of the performance of this AGREEMENT. In no event shall the CONTRACTOR be liable for or have any obligation to defend the COALITION against such claims, suits,

Page **2** of **9** Last Updated 11-10-2021

judgment, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the COALITION.

G. Insurance and Risk Mitigation

The CONTRACTOR shall maintain liability insurance coverage on a comprehensive basis and hold such liability insurance at all times during the existence of the AGREEMENT and any renewal(s) or extension(s) of it. By execution of this agreement, the CONTRACTOR accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the CONTRACTOR and the clients to be served under the agreement.

1.	Commercial	General	Liability

	a.	Each Occurrence	\$1,000,000
	b.	Personal Injury	\$1,000,000
	с.	General Aggregate	\$3,000,000
	d.	Products & Completed Operations	\$3,000,000
	e.	Damage to Rented Premises	\$1,000,000
2.	Autom		
	a.	Combined Single Limit	\$1,000,000
3.	Worke	r's Compensation & Employers' Liabili	ty (E.L.)
	a.	E.L. Each Accident	\$1,000,000
	b.	E.L. Disease-Each Employee	\$1,000,000
	c.	E.L. Disease-Policy Limit	\$1,000,000
4.	Profes	sional Errors and Omissions	\$1,000,000

The CONTRACTOR will have and continuously maintain all other types of insurance as required by law. In the event that any of the coverage described above is canceled by the insurer for any reason, the CONTRACTOR shall immediately notify the COALITION of such cancellation and shall obtain replacement coverage acceptable to the COALITION and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage. All insurance policies shall be with insurers qualified and doing business in Florida. The COALITION shall be furnished proof of coverage of insurance by standard ACORD form certificates of insurance upon request.

H. Proprietary and Confidential Information

- 1. CONTRACTOR agrees to hold in trust and confidence any confidential and proprietary information or data relating to COALITION business and shall not disseminate or disclose such information to any individual or entity, except CONTRACTOR's employees or subcontractor's performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the COALITION.
- 2. With respect to any confidential information, the CONTRACTOR's obligations of nondisclosure set forth above shall continue to apply to such information for as long after this Agreement expires or terminate, as such information remains confidential.
- 3. An item will not be considered confidential information of the COALITION if it is:
 - a. In the public domain prior to disclosure to the CONTRACTOR or subsequent to such disclosure but through no fault of the CONTRACTOR; or
 - b. Obtained from a third party not subject to a duty of confidentiality.

Page 3 of 9 Last Updated 11-10-2021 4. The CONTRACTOR agrees that any computer programs, software, documentation, copyrightable work, discoveries, improvements, or other deliverables (hereinafter "Work") developed by the CONTRACTOR solely, or with others, resulting from the performance of CONTRACTOR's responsibilities and obligations pursuant to this Agreement are property of the COALITION. If for any reason the Work would not be considered a work made for hire under applicable, law, for the consideration included herein, CONTRACTOR does hereby sell, assign, and transfer to the COALITION its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. CONTRACTOR agrees to provide whatever assistance is necessary for the CONTRACTOR to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

I. E-Verify

- 1. The CONTRACTOR shall provide the COALITION within ninety (90) days of the effective date of this Agreement a copy of the "Edit Company Profile" screen indicating the enrollment in the E-Verify program.
- 2. CONTRACTOR further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above.
- 3. Pursuant to Florida Statute s 448.09, CONTRACTOR will not employ, contract with, or subcontract with an unauthorized alien as it relates to services included in the contract with the COALITION.

J. CONTRACTOR Information

- Independent CONTRACTOR Status: CONTRACTOR agrees that the relationship between CONTRACTOR and the COALITION is that of an independent CONTRACTOR for employment tax purposes. CONTRACTOR shall be solely responsible for selfemployment, income or any other taxes relating to payments under this agreement including those of any employees.
- The CONTRACTOR agrees that during the duration of this Agreement as a condition of the COALITION's duty to perform under the terms of this Agreement that the CONTRACTOR will be in compliance with all applicable laws and regulations of the state and federal government.

K. Public Records Law Compliance, Access and Confidentiality

- 1. All CONTRACTOR records classified as public records must be open and available for inspection by any person unless otherwise specified by law. It is the responsibility of CONTRACTOR to maintain records in a location accessible to the public.
- 2. Pursuant to 2 CFR §200.336, Access to records, CONTRACTOR agrees to provide access by Coaliton, the Florida DFS, the Florida Auditor General, HHS, Inspector Generals of federal and state agencies, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of CONTRACTOR which are 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

Page **4** of **9** Last Updated 11-10-2021

- 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.
- 3. Representatives of Coaliton, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability ("OPPAGA"), and their duly authorized representatives, shall have access, for purposes of examination, to any books, documents, papers, and records, including electronic storage media, of CONTRACTOR as they may relate to this agreement.
- 4. CONTRACTOR shall maintain (or have immediate access to) books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by COALITION under this agreement.
- 5. COALITION shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of confidential information. COALITION agrees to make internal practices, books, and records, including policies and procedures and confidential information, relating to the use of and disclosure of confidential information received from, or created or received by CONTRACTOR on behalf of, COALITION available to COALITION upon request.
- 6. CONTRACTOR shall include the aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

L. Remedies

CONTRACTOR agrees to exhaust all administrative remedies, to the extent available, prior to seeking any other contractual or legal remedies.

M. Representations and Warranties

The CONTRACTOR will make no representations, warranties, or commitments binding the COALITION without its prior consent. The CONTRACTOR will hold no authority to speak as a spokesperson for, or to act or represent themselves as an agent of the COALITION.

N. Debarment and Suspensions Disclosures

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

O. Termination Clause

Termination due to lack of funds. If funds to finance the agreement become unavailable or
if the state government withdraws or redirects funds upon which the agreement depends,
COALITION may terminate the agreement in writing with no less than 24 hours' notice. The
CONTRACTOR shall receive notice by certified mail with proof of delivery after being notified
verbally by the COALITION or in person with proof of delivery. COALITION shall be the final

Page **5** of **9** Last Updated 11-10-2021

- authority as to fund availability and will not reallocate funds earmarked for the agreement to another program, thus causing lack of funds.
- Termination for cause. In the event of termination of this agreement by the COALITION for cause, CONTRACTOR shall be liable for COALITIONs expenses for additional managerial and administrative services required to complete or obtain the services or items from another CONTRACTOR.
- 3. **Termination for convenience.** COALITION by written notice to CONTRACTOR, may terminate the agreement in whole or in part when COALITION determines in its sole discretion it is in the COALITIONs interest to do so. CONTRACTOR shall not furnish any services after it receives the notice of termination, except as necessary to complete the continued portion, if any, of the agreement.
- 4. **After receipt of a notice of termination.** Except as otherwise specified by COALITION, CONTRACTOR shall:
 - a. Stop work under the agreement on the date of and to the extent specified in the notice.
 - b. Complete performance of the work not terminated by COALITION.
 - c. Take such action as may be necessary, or as COALITION may specify, to protect and preserve any property related to the agreement which is in the possession of CONTRACTOR and in which COALITION has or may acquire an interest.
 - d. Transfer, assign, and make available to COALITION all property and materials belonging to COALITION, upon the effective date of termination of the agreement. No extra compensation will be paid to CONTRACTOR for its services in connection with such transfer or assignment.
 - e. Meet all the public records law requirements specified under the section of this agreement on Public Records Law Compliance.

P. Force Majeure

- 1. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
- 2. If any of the causes this paragraph describes suspended or delayed performance in whole or in part, after the causes have ceased to exist, the CONTRACTOR shall perform at no increased cost, unless the COALITION determines, in its sole discretion, that the delay will significantly impair the Agreement's value to the COALITION.

Q. Equal Employment Opportunity

The CONTRACTOR is and has been at all times in compliance with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable. The CONTRACTOR agrees that it shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order number 11375, and as supplemented in Department of Labor regulations 42 C.F.R., Part 60, if applicable.

Page 6 of 9 Last Updated 11-10-2021

R. No Assignment

Neither this **AGREEMENT** nor any of the rights, interests or obligations hereunder shall be assignable by the CONTRACTOR without the prior written consent of the COALITION.

S. Change Orders

Any change in the details of scope of work or the fee schedule shall require a written amendment to this Agreement (a "Change Order"). Each Change Order shall detail the requested changes to the applicable task, responsibility, duty, budget, timeline or other matter. The Change Order will become effective upon the execution of the Change Order by both parties, and the Change Order will specify the period of time within which CONTRACTOR must implement the changes. Both parties agree to act in good faith and promptly when considering a Change Order requested by the other party but neither party is obligated to execute a Change Order. No Change Order shall become effective unless and until it is signed by both parties hereto.

T. Procurement of Recovered Materials

- 1. Pursuant to 2 CFR §§200.3017, *Procurement by States*, and 200.322, *Procurement of recovered materials*, CONTRACTOR will comply with the following requirements of Section 6002 of the Solid Waste Disposal Act.
 - a. Procure only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 for buying recycled-content products;
 - b. Procure solid waste management services in a manner that maximizes energy and resource recovery; and
 - c. Establish an affirmative procurement program for purchases of recovered materials identified in the EPA guidelines. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpk-program. The list of EPA-designated items is available at https://www.epa.gov/greenerproducts/identify-greener-products-and-service.
- 2. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, CONTRACTOR shall procure items designated in the Environmental Protection Agency (EPA) guidelines at 40 CFR Part 247 which contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition unless CONTRACTOR determines such items:
 - a. Are not reasonably available in a reasonable period of time;
 - Fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or
 - c. Are only available at an unreasonable price.

Paragraph 2. of this clause shall apply to items purchased under this agreement where:

- 1. CONTRACTOR purchases in excess of \$10,000 of the item under this agreement; or
- 2. During the preceding Federal fiscal year, CONTRACTOR: (i) purchased any amount of the items for use under a contract funded with federal appropriations and was with a federal agency or a state agency or agency of a political subdivision of a state; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Page **7** of **9** Last Updated 11-10-2021

U. Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto. COALITION further agrees to comply with the Byrd Anti-Lobbying Amendment, which provides that contractors who apply or submit bids shall file the required certification that each tier will not use federal funds to pay a person or employee or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient (45 C.F.R. § 3)."

V. Clean Air Act and the Federal Water Pollution Control Act

1. Clean Air Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 4401 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

2. Federal Water Pollution Control Act

Contractors with contracts of amounts in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the COALITION and understands and agrees that the COALITION will, in turn, report each violation as required to assure notification to appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by the COALITION.

W. Agreement

This agreement constitutes the complete AGREEMENT between the School Readiness COALITION of Hillsborough County/dba The Early Learning COALITION of Hillsborough County and CONTRACTOR. Only an instrument of writing signed by both parties can modify its terms and conditions. A waiver of a breach of any of the provisions of this AGREEMENT shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. This AGREEMENT shall be binding upon the parties hereto and their respective representatives. The laws of the State of Florida shall govern this AGREEMENT. The CONTRACTOR and the COALITION agree that Hillsborough County shall be the venue of any legal action between the parties.

Page **8** of **9** Last Updated 11-10-2021

CONTRACTOR
{Insert Name}
{Insert Title}
{Insert Vendor Name}

The School Readiness Coalition of Hillsborough
County/dba The Early Learning Coalition of
Hillsborough County

Date

Date

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT as of the date first set forth

Page **9** of **9** Last Updated 11-10-2021

ELCHC EXECUTIVE COMMITTEE MEETING - August 15, 2022

COMMITTEE REPORTS

ITEM IV.B.

ISSUE:

Finance Committee Report

NARRATIVE: The Finance Committee met on August 8, 2022, to review and discuss:

- Financial Report
 - o Budget to Actual (Preliminary, Unaudited, Prior to DEL 13th Invoice)
- 2021-2022 Financial Monitoring Report
- Approval of allocation of funds to:
 - Social Solutions
 - WebAuthor.com LLC
 - o Business Leadership Institute for Early Learning
 - o OneconnectionIT LLC
- Approval of execution of contracts for:
 - o Children's Board of Hillsborough County
 - o City of Tampa
 - o Hillsborough County Board of County Commissioners

(2 Attachments)

Page 35 of 58



Budget to Actual (Preliminary, Unaudited, Prior to DEL 13th Invoice) June 30, 2022

			June 30, 2022						
		Actual	Budget	Difference		Actual	Budget	Difference	
				YTD favorable		2022 YTD	2022	YTD favorable	
		YTD	YTD	/(unfavorable)	%	Actual/Forecast	Budget	/(unfavorable)	%
Program Reven	ue								
-	ol Readiness	66,400,213	67,817,521	(1,417,308)	-2.1%	67,817,521	67,315,906	501,615	0.7%
	ol Readiness Match - DEL	1,197,490	1,319,509	(122,019)	-9.2%	1,319,509	1,525,882	(206,373)	-13.5%
	ol Readiness - Local Funders:	1,137,130	1,013,003	(122)013)	3.270	2,525,505	1,525,662	(200,070)	20.070
50.10	Children's Board HC	700,770	700,770	_	0.0%	700,770	700,770	_	0.0%
	Metro Ministries (Children's Board)	32,023	150,000	(117,977)	-78.7%	150,000	150,000	_	0.0%
	Hillsborough County BOCC	276,000	276,000	-	0.0%	276,000	276,000	_	0.0%
	HC Childcare -Licensing & Fees	333,866	417,957	(84,091)	-20.1%	417,957	430,000	(12,043)	-2.8%
	City of Tampa	160,722	150,000	10,722	7.1%	150,000	-	150,000	100.0%
	United Way	69,112	69,112	(0)	0.0%	69,112	69,112	-	0.0%
	Caspers	24,463	50,000	(25,537)	-51.1%	50,000	50,000	_	0.0%
Scho	ol Readiness - Local Funders	1,596,956	1,813,839	(216,883)	-12.0%	1,813,839	1,675,882	287,957	0.0%
	adiness Revenue	69,194,660	70,950,869	(1,756,209)	-2.5%	70,950,869	70,517,670	433,199	0.6%
Other	ort and Freedom								
Otne	er Local Funders:	420 604	475.000	(45.240)	25.00/	475.000	475.000		0.00/
	HC Community Development, incl. ALICE>150	129,681	175,000	(45,319)	-25.9% 0.0%	175,000	175,000	- 02.200	0.0%
	Hillsborough Infant/Toddler Initiative Conn Foundation	156,369	156,369			156,369	64,000	92,369 12,500	144.3%
		33,820	58,000	(24,180)	-41.7%	58,000	45,500	12,500	27.5%
	Spurlino Foundation	11,547	50,000	(38,453)	100.0%	50,000	50,000	-	0.0%
	SR Program Income (training, IECP memberships)	30,878	20,000	10,878	54.4%	20,000	20,000	-	0.0%
	HELN (Hillsborough Early Learning Network)	16,522	6,000	10,522	175.4%	6,000	6,000	-	0.0%
	ELFL (Early Learning Florida)	22,460	82,000	(59,540)	-72.6%	82,000	82,000	-	0.0%
	Lastinger Project	225,000	212,000	13,000	6.1%	212,000	212,000	-	0.0%
Otho	Misc. Donations er Local Funders	249,955 876,232	300,000 1,059,369	(50,045)	-16.7% -17.3%	300,000 1,059,369	300,000 954,500	104,869	0.0%
	radiness Revenue and Local Revenue	70,070,892	72,010,238	(1,939,346)	-17.5% - 2.7%	72,010,238	71,472,170	538,068	0.8%
Scho	ol Readiness Direct Services	52,571,400	55,219,972	2,648,572	4.8%	55,219,972	56,256,030	(1,036,058)	-1.8%
	School Readiness Match - DEL	1,197,490	1,319,509	122,019	9.2%	1,319,509	1,551,647	(232,138)	-15.0%
	School Readiness - Local Funders	1,853,194	1,813,839	(39,355)	0.0%	1,813,839	1,675,882	137,957	8.2%
	General Contributions and Gifts	876,232	1,059,369	183,137	0.0%	1,059,369	686,500	372,869	54.3%
	Total Direct Services	56,498,316	59,412,689	2,914,373	4.9%	59,412,689	60,170,058	(757,369)	-1.3%
	Personnel	8,619,092	7,930,993	(688,098)	-8.7%	7,930,993	8,196,537	(265,544)	-3.2%
	Staff Development	121,704	102,923	(18,781)	-18.2%	102,923	103,518	(596)	-0.6%
	Professional Services	527,367	638,963	111,596	17.5%	638,963	640,820	(1,858)	-0.3%
	Occupancy	462,121	507,945	45,824	9.0%	507,945	507,945	-	0.0%
	Postage, Freight and Delivery	21,010	4,777	(16,233)	-339.8%	4,777	4,777	(0)	0.0%
	Rentals	6,527	15,748	9,221	58.6%	15,748	15,748	-	0.0%
	Supplies	96,434	91,846	(4,589)	-5.0%	91,846	63,982	27,864	43.6%
	Communications	21,251	35,391	14,140	40.0%	35,391	35,501	(110)	-0.3%
	Insurance	70,049	51,211	(18,838)	-36.8%	51,211	51,211	- (20)	0.0%
	Tangible Personal Property	154,269	105,876	(48,394)	-45.7%	105,876	105,906	(30)	0.0%
	Quality	1,106,538	1,275,458	168,920	13.2%	1,275,458	1,315,643	(40,185)	-3.1%
	Travel Other Operating	29,569	46,933	17,364	37.0%	46,933	47,898	(965)	-2.0%
	Other Operating Other Operating Expenses	88,634 2,705,474	100,986 2,978,056	12,352	12.2% 9.2%	100,986 2,978,056	101,108 2,994,058	(121)	-0.1% -0.5%
	ELCHC Operating	11,324,565	10,909,049	272,582 (415,516)	-3.8%	10,909,049	9,613,612	1,295,437	13.5%
	CCL/ECC	1,143,116	1,149,500	6,384	0.6%	1,149,500	1,149,500	1,293,437	0.0%
	Inclusion Cost	196,172	317,000	120,828	38.1%	317,000	317,000	-	0.0%
	Scholarships and Other	256,892	222,000	(34,892)	-15.7%	222,000	222,000	-	0.0%
Total	I School Readiness & Other Expenses	69,419,062	72,010,238	2,591,176	3.6%	72,010,238	71,472,170	538,068	0.8%
	. Outroot recommend of outro. Expenses	03,113,001	72,020,200	_,	0.070	7-,010,100	72, 72,270	333,000	
SR Change in No	et Assets	651,830	-	(651,830)	-100%	-	-	-	0.0%
GOALS									
< 5.00 %	School Readiness - Admin	4.2%	4.9%	-0.7%	-13.8%	4.9%	4.5%	0.4%	8.2%
> 4.00 %	School Readiness - Quality	9.9%	8.6%	1.3%	15.4%	8.6%	8.3%	0.3%	3.7%
< 22.00%	School Readiness - Non-Direct	20.2%	17.7%	2.4%	13.8%	17.7%	18.6%	-0.9%	-4.7%
> 78.00 %	School Readiness - Direct	79.8%	82.3%	-2.4%	-3.0%	82.3%	81.4%	0.9%	1.1%



Budget to Actual (Preliminary, Unaudited, Prior to DEL 13th Invoice) June 30, 2022

	Actual	June 30, 2022 Budget	Difference YTD favorable		Actual 2022 YTD	Budget 2022	Difference YTD favorable	
	YTD	YTD	/(unfavorable)	%	Actual/Forecast	Budget	/(unfavorable)	%
VPK Revenue Voluntary Pre-Kindergarten	24,884,275	26,832,662	(1,948,387)	-7.3%	26,832,662	31,058,603	(4,225,941)	-13.6%
Total VPK Revenue	24,884,275	26,832,662	(1,948,387)	-7.3%	26,832,662	31,058,603	(4,225,941)	-13.6%
Voluntary Pre-Kindergarten Direct Services	24,135,049	25,936,488	1,801,438	6.9%	25,936,488	29,797,058	(3,860,570)	-13.0%
Personnel	530,654	738,582	207,929	28.2%	738,582	1,017,628	(279,045)	-27.4%
Staff Development	10,319	14,955	4,636	31.0%	14,955	16,005	(1,050)	-6.6%
Professional Services	78,909	24,809	(54,100)	-218.1%	24,809	115,858	(91,049)	-78.6%
Occupancy	48,574	57,095	8,521	14.9%	57,095	61,095	(4,000)	-6.5%
Postage, Freight and Delivery	757	523	(234)	-44.8%	523	523	-	0.0%
Rentals	1,232	52	(1,180)	-2268.7%	52	3,752	(3,700)	-98.6%
Supplies	5,399	9,782	4,384	44.8%	9,782	5,118	4,664	91.1%
Communications	4,072	3,182	(890)	-28.0%	3,182	4,082	(900)	-22.1%
Insurance	12,456	5,944	(6,512)	-109.6%	5,944	5,944	- (8.100)	0.0%
Tangible Personal Property	34,525	5,593	(28,932) 3,781	-517.2% 66.5%	5,593	13,693	(8,100)	-59.2% 0.0%
Quality Travel	1,908 5,423	5,689 1,721	(3,702)	-215.1%	5,689 1,721	5,689 2,594	(873)	-33.7%
Other Operating	14,196	8,247	(5,949)	-72.1%	8,247	10,977	(2,730)	-24.9%
Depreciation	-	-	(3,543)	0.0%	-	-	(2,730)	0.0%
Other Operating Expenses	217,768	137,592	(80,176)	-58.3%	137,592	245,330	(107,738)	-43.9%
ELCHC Operating	748,422	876,174	127,753	14.6%	876,174	1,241,545	(365,371)	-29.4%
CCL/ECC	-	20,000	20,000	100.0%	20,000	20,000	-	0.0%
Total Voluntary Pre-Kindergarten	24,883,471	26,832,662	1,949,191	7.3%	26,832,662	31,058,603	(4,225,941)	(0)
VPK Change in Net Assets	804	-	(804)	-100%	-	-	-	0.0%
GOALS								
< 4.00 % VPK - Admin	3.6%	3.6%	0.1%	1.6%	3.6%	3.8%	-0.2%	-4.3%
American Rescue Plan Act Revenues								
ARPA FY22 Revenues	14,000,000	15,287,109	(1,287,109)	-8.4%	15,287,109		15,287,109	100.0%
Total ARPA Revenues	14,000,000	15,287,109	(1,287,109)	-8.4%	15,287,109	-	15,287,109	100.0%
American Bessus Blan Ast Sunances								
American Rescue Plan Act Expenses ARPA FY22 Expenses								
Direct Services	13,971,583	14,557,798	586,215	4.0%	14,557,798	_	14,557,798	100%
Personnel	85,574	729,311	643,737	88.3%	729,311	_	729,311	100%
Quality	63	-	(63)	-100%	-	-	-	0.0%
Other Operating Expenses	63	-	(63)		-	-	-	0.0%
ELCHC Operating	85,637	729,311	643,674	88.3%	729,311		729,311	100%
Total ARPA Expenses	14,057,220	15,287,109	1,229,889	8.0%	15,287,109	-	15,287,109	100%
ARPA Change in Net Assets	(57,219)	-	(57,219)	-100%	-	-	-	0.0%
CRSSA - Workforce Revenue Workforce FY22 Revenue	2,119,259	2,193,300	(74,041)	0.0%	2,193,300	_	2,193,300	100.0%
Total Workforce Revenues	2,119,259	2,193,300	(74,041)	-3.4%	2,193,300	-	2,193,300	100.0%
CRSSA - Workforce Expenses								
Workforce FY22 Expenses								
Direct Services	1,359,175	1,754,840	395,665	22.5%	1,754,840	-	1,754,840	100%
Personnel	290,115	438,460	148,345	33.8%	438,460	-	438,460	100%
Professional Services	1,006	-	(1,006)	-100%	-	-	-	0.0%
Postage, Freight and Delivery	187	-	(187)	-100%	-	-	-	0.0%
Supplies	7,020	-	(7,020)	-100%	-	-	-	0.0%
Tangible Personal Property	511,890	-	(511,890)	-100%	-	-	-	0.0%
Quality	134,883	-	(134,883)	-100%	=	-	-	0.0%
Travel	90	-	(90)	-100%	-	-	-	0.0%
Other Operating	3,000	-	(3,000)	-100%	-	-	-	0.0%
Depreciation	-		- (CEO 077)	0.0%	-	-		0.0%
Other Operating Expenses	658,077	429.460	(658,077)	-100%	- 429.460	-	- 429.460	0.0%
ELCHC Operating Total Workforce Expenses	948,192 2,307,367	438,460 2,193,300	(509,732) (114,067)	-116.3% -5.2%	438,460 2,193,300	-	438,460 2,193,300	100%
·		2,133,300			2,133,300	-	2,133,300	
CRSSA - Workforce Change in Net Assets	(188,108)	-	(188,108)	-100%	-	-	-	0.0%



Budget to Actual (Preliminary, Unaudited, Prior to DEL 13th Invoice)

June 30	, 2022
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	June 30, 2022							
	Actual	Budget	Difference YTD favorable		Actual 2022 YTD	Budget 2022	Difference YTD favorable	
	YTD	YTD	/(unfavorable)	%	Actual/Forecast	Budget	/(unfavorable)	%
CRSSA - (Phase VI, Outreach)								
Phase IV FY22 Revenue	18,761,491	18,786,470	(24,979)	0.0%	18,786,470	-	18,786,470	100.0%
Total CRSSA Revenues	18,761,491	18,786,470	(24,979)	-0.1%	18,786,470	-	18,786,470	100.0%
CRSSA - (Phase VI, Outreach) Expenses								
Workforce FY22 Expenses								
Direct Services	18,532,716	18,532,716	-	0.0%	18,532,716		18,532,716	100%
Personnel	44,067	253,754	209,687	82.6%	253,754		253,754	100%
Professional Services	112,661	-	(112,661)	-100%	-		-	0.0%
Occupancy	121	-	(121)	-100%	-		-	0.0%
Postage, Freight and Delivery	828	-	(828)	-100%	-		-	0.0%
Supplies	17,559	-	(17,559)	-100%	-		-	0.0%
Quality	100,703	-	(100,703)	-100%	-		-	0.0%
Other Operating	10,000	-	(10,000)	-100%	-		-	0.0%
Other Operating Expenses	241,872	-	(241,872)		-	-	-	0.0%
ELCHC Operating	285,939	253,754	(32,185)	-12.7%	253,754	-	253,754	100%
Total CRSSA Expenses	18,818,655	18,786,470	(32,185)	-0.2%	18,786,470	-	18,786,470	100%
CRSSA - (Phase VI, Outreach) Change in Net Assets	(57,164)	-	57,164	100%	-	-	-	-
Preschool Development Grant (PDG) Revenues							()	
PDG FY21 Carryover Revenues	151,398	151,398	-	0.0%	151,398	204,792	(53,394)	-26.1%
PDG FY22 New Revenues	79,027	412,094	333,067	80.8%	412,094	412,094	-	0.0%
Total PDG Revenues	230,425	563,492	333,067	59.1%	563,492	616,886	(53,394)	-8.7%
Preschool Development Grant (PDG) Expenses								
PDG FY21 Carryover Expenses	151,398	151,398	-	0.0%	151,398	204,792	53,394	26.1%
PDG FY22 New Expenses	75,066	412,094	337,028	81.8%	412,094	412,094		0.0%
Total PDG Expenses	226,464	563,492	337,028	59.8%	563,492	616,886	53,394	8.7%
Preschool Development Grant Change in Net Assets	3,961	-	(3,961)	-100%	-	-	-	
Total Revenue	130,066,343	135,673,271	5,606,928	4.1%	135,673,271	103,147,659	32,525,612	31.5%
Total Funances	129,712,238	135,673,271	5,961,032	4.4%	135,673,271	103,147,659	32,525,612	31.5%
Total Expenses	123,712,230	100,070,11	3,301,032	7.770			32,323,012	

Independent Accountants' Report on Financial Compliance Advisory Services

Early Learning Coalition of Hillsborough County, Inc. (ELC 19)

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Independent Accountants' Report on Financial Compliance Advisory Services

Early Learning Coalition of Hillsborough Country, Inc. (ELC 19) 2021-22 Financial Monitoring Report

Period Reviewed: August 1, 2020 – July 31, 2021

Contents

Consu	lting Report	
		4
I. Ex	xecutive Summary	3
1.0		4
1.0	Findings	
2.0	Observations	
II. Sc	chedule of Findings	£
220 20		
1.0	Preventive / corrective action plan (PCAP) implementation	6
2.0	Financial management systems	
3.0	Internal control environment	
4.0	Cash management	g
5.0	DEL statewide information system reporting and reconciliation - N/A	
6.0	Prepaid program items	
7.0	Cost allocation and disbursement testing	
8.0	Travel	
9.0	Purchasing	
10.0	Contracting	
11.0	Subrecipient monitoring	
III. Sc	chedule of Observations	17
1.0	Observation from 2021-22 onsite visit	17
2.0	Items for DEL follow-up	17



October 21, 2021

State of Florida Department of Education Division of Early Learning Tallahassee, Florida

We have performed specific financial compliance consulting services as described in the Florida Department of Education Division of Early Learning's 2021-22 Onsite Financial Monitoring Tool for the Early Learning Coalition of Hillsborough County, Inc. (the ELC or the Entity). These services were contracted by the Division of Early Learning (DEL) to comply with its oversight and monitoring responsibilities as outlined in applicable federal regulations and state statutes:

- 45 Code of Federal Regulations (CFR) § 75.342(a), USDHHS, *Monitoring and reporting program performance*;
- 2 CFR § 200.329(a), Monitoring and reporting program performance;
- 2 CFR § 200.332(d), Requirements for pass-through entities; and
- Chapter 1002.82(2)(s), Florida Statutes (F.S.), DEL; powers and duties.

These advisory services were conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants. DEL is solely responsible for the sufficiency of the procedures performed. Consequently, we make no representation regarding the sufficiency of the procedures performed, either for the purpose for which this report has been requested or for any other purpose.

On October 18, 2021 through October 21, 2021, we visited the Early Learning Coalition of Hillsborough County, Inc. (ELC 19) and performed financial compliance consulting services as summarized in DEL's 2021-22 Onsite Financial Monitoring Tool for the period August 1, 2020 through July 31, 2021. Detailed descriptions of the procedures performed, and our related findings begin on page 6 of this report.



These consulting procedures were not designed to express an opinion on the business, operational, and internal control risks associated with the ELC's compliance with the previously described financial management standards as outlined in applicable Office of Management and Budget Uniform Grant Guidance, Code of Federal Regulations, or other state and federal requirements. Accordingly, we do not express such an opinion. Additionally, because of inherent limitations of internal control systems, the procedures performed should not be relied upon to prevent or detect errors or fraud associated with grant related revenues or expenditures. Had we performed additional procedures, other matters might have come to our attention that would have been reported to DEL.

This report is intended solely for the information and use of DEL and DEL's management, and is not intended to be and should not be used by anyone other than these specified parties.

Thomas Howell Ferguson P.a.

Thomas Howell Ferguson P.A. Tallahassee, Florida

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Executive Summary

I. Executive Summary

1.0 Findings

We performed financial monitoring procedures based on the testing procedures included in DEL's 2021-22 Onsite Financial Monitoring Tool, which is available on DEL's SharePoint Coalition Zone. Contact your SharePoint manager for access to the tools via your local SharePoint website.

Our procedures were performed using firm and professional standards. A summary of the testing categories, or Objectives used during this engagement and the related monitoring results are summarized here.

Early Learning Coalition of Hillsborough County, Inc. (ELC 19)					
2021-22 Monitoring Results					
Objectives (1)	Prior Period Findings ⁽²⁾	Current Period Findings			
1.0 – Preventive /corrective action plan (PCAP) Implementation	-	-			
2.0 – Financial management systems	-	-			
3.0 – Internal control environment	-	-			
4.0 – Cash management	-	-			
5.0 – DEL's statewide information system ¹	N/A	N/A			
6.0 – Prepaid program items	-	-			
7.0 – Cost allocation and disbursement testing	3	1			
8.0 – Travel	2	2			
9.0 – Purchasing	2	-			
10.0 – Contracting	-	-			
11.0 – Subrecipient monitoring	1	1			
TOTAL	8	4			

⁽¹⁾ Objective 5.0 – For 2021-22, testing of this objective is not included in the scoped onsite financial monitoring tasks. This objective shown for disclosure purposes only.

⁽²⁾ Refer to the entity's 2020-21 fiscal monitoring report for detailed disclosures of all noted prior period findings.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Executive Summary

Included in the table below is a summary of the results from our review of prior period findings. New findings may occur in the current period if prior period findings, which should have been corrected, remain unresolved.

Early Learning Coalition of Hillsborough County, Inc. (ELC 19)						
Status of Prior Period Findings						
Finding	Resolved	Partially Resolved	Unresolved	New Finding		
ELC 19-2020-21-001	X			None		
Cost allocation and disbursement testing –						
Missing required expenditure documentation						
ELC 19-2020-21-002	X			None		
Cost Allocation and Disbursement Testing –						
Lack of DEL approval for selected cost items						
ELC 19-2020-21-003	X			None		
Cost Allocation and Disbursement Testing –						
Inaccurate coding of GL expenses						
ELC 19-2020-21-004	X			None		
Travel – Missing required supporting						
documentation						
ELC 19-2020-21-005	X			None		
Travel – <i>Untimely processing of employee</i>						
reimbursement						
ELC 19-2020-21-006	X			None		
Purchasing – Missing required procurement						
process – Quote(s) from CMBEs						
ELC 19-2020-21-007	X			None		
Purchasing – Missing required procurement						
processes and related compliance issues						
ELC 19-2020-21-008	X			None		
Subrecipient Monitoring – Missing required						
federal processes for subrecipient						

These financial monitoring procedures apply to both the School Readiness (SR) and Voluntary Prekindergarten (VPK) programs. Chapter 1002, F.S. does not provide specific financial monitoring steps for the federally-funded School Readiness program or the state-funded VPK program. The minimum federal standards have been applied to both programs.

The attached Schedule of Findings contains detailed information about current period and prior period findings. Your ELC must submit a (PCAP) response to DEL within 30 days of receiving this report, if there are has current period findings. Contact DEL staff with any questions about the PCAP process.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Executive Summary

2.0 Observations

Other matters or circumstances may have been noted by us as we completed the indicated monitoring tasks. Detailed information about these observations is provided in the *Schedule of Observations* and is summarized here.

Observations from 2021-22 monitoring visit

The monitors noted no items for the current monitoring period.

Items for DEL follow-up

The monitoring team noted no items for DEL follow-up in the current period

This monitoring report is intended solely for the information and use of DEL and DEL's management and is not intended to be and must not be used by anyone other than these specified parties.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Schedule of Findings

II. Schedule of Findings

We performed financial monitoring procedures based on the Testing Procedures included in DEL's SharePoint Coalition Zone. Contact your SharePoint manager for access to the tools via your local SharePoint website.

The monitoring procedures performed included tests of details of transactions, file inspections and interviews with the ELC's personnel (1) to determine the status of recommendations from the prior period monitoring visit(s) and (2) to adequately support the current period findings and recommendations. Detailed information for these items is disclosed in the following sections of this report.

1.0 - Preventive/corrective action plan (PCAP) implementation

The current period monitoring procedures were performed to determine if the ELC implemented the required preventive and corrective actions as described in the accepted PCAP from the most recently closed grant program year.

Prior Period Finding # ELC 19-2020-21-001

Cost allocation and disbursement testing – Missing required expenditure documentation

<u>Finding/Condition</u>: During detailed testing of disbursements, monitor noted 2 of 39 sampled transactions totaling \$3,171.81 that did not include sufficient documentation to allow a proper determination to be made on whether the examined expenses are necessary, reasonable, or allowable.

Status: Corrective actions resolved.

Prior Period Finding # ELC 19-2020-21-002

Cost Allocation and Disbursement Testing – Lack of DEL approval for selected cost items

<u>Finding/Condition</u>: During detailed testing of disbursements, monitor noted expenses of \$335.20 related to memberships where required prior approval from DEL was not obtained.

Status: Corrective actions resolved.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Schedule of Findings

Prior Period Finding # ELC 19-2020-21-003

Cost Allocation and Disbursement Testing – *Inaccurate coding of GL expenses*

<u>Finding/Condition</u>: During detailed testing of disbursements, monitor noted one instance in which an expense of \$135.41 was miscoded. Monitor noted the expense was coded to travel-out of state, but upon inspection of the supporting documentation it was determined the expenses should have been coded to travel-in state.

Status: Corrective actions resolved.

Prior Period Finding # ELC 19-2020-21-004

Travel – *Missing required supporting documentation*

<u>Finding/Condition</u>: During detailed testing of travel expenses, monitor noted two of four sampled transactions totaling \$188.00 and missing supporting documentation as required by the Coalition's Travel Policy.

Status: Corrective actions resolved.

Prior Period Finding # ELC 19-2020-21-005

Travel – *Untimely processing of employee reimbursement*

<u>Finding/Condition</u>: During detailed testing of travel expenses, monitor noted one of five sampled transactions totaling \$351.90 was not reimbursed in a timely manner in accordance with the Coalition's Finance Policy.

Status: Corrective actions resolved.

Prior Period Finding # ELC 19-2020-21-006

Purchasing – Missing required procurement process – Quote(s) from CMBEs

<u>Finding/Condition:</u> During detailed testing of procurements, monitor noted one of six sampled transactions totaling \$300.00 and missing documentation of a quote from a Certified Minority Business Enterprise (CMBE) or documented reason why such a quote was not obtained/available, as required by state purchasing rules.

Status: Corrective actions resolved.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Schedule of Findings

Prior Period Finding # ELC 19-2020-21-007

Purchasing – Missing required procurement processes and related compliance issues

<u>Finding/Condition:</u> During detailed testing of procurements, monitor noted one of six sampled transactions totaling \$20,500 with one or more instances of potential noncompliance and/or missing documentation as required by various federal/state grant program rules, state and federal purchasing rules, related party disclosure requirements from state statutes and/or USDHHS/CCDF guidance.

Status: Corrective actions resolved.

Prior Period Finding # ELC 19-2020-21-008

Subrecipient Monitoring – Missing required federal processes for subrecipient

<u>Finding/Condition</u>: During our detailed testing of one sampled subrecipient contract totaling \$71,500, we noted lack of documentation of subrecipient monitoring and instances of required monitoring activities that were not performed.

Status: Corrective actions resolved.

No findings noted in current period.

2.0 – Financial management systems

The current period monitoring procedures were performed to gain an understanding of the ELC's financial and operational environments through review of policies and procedures, observation of processes, document inspection and interviews of ELC personnel.

No findings noted in the current period.

3.0 – Internal control environment

The current period monitoring procedures were performed to gain an understanding of the ELC's internal control environment through testing of key internal controls and observation of ELC's operations to ensure compliance with Federal laws, regulations and grant program compliance requirements.

No findings noted in the current period.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Schedule of Findings

4.0 – Cash management

The current period monitoring procedures were performed to determine if sampled documentation demonstrated appropriate and sufficient cash management procedures are in place and being followed. The processes examined include cash management procedures related to sources of other non-grant revenues.

No findings noted in the current period.

5.0 – DEL's statewide information system reporting and reconciliation – N/A for 2021-22

6.0 – Prepaid program items

The current period monitoring procedures were performed to identify any prepaid program activity for this ELC. If such activity was found, monitoring procedures were applied to determine if all prepaid program items were appropriately safeguarded, managed, tracked and reported.

Based on results obtained from inquiries made to and an inspection of data items provided by ELC personnel, the monitors noted no current year prepaid program item activity.

7.0 – Cost allocation and disbursement testing

The current period monitoring procedures were performed to determine if sampled disbursements were appropriately incurred and posted within the ELC's financial records. Sampled items were tested to ensure the activity: is allowable, has appropriate approval (including pre-approval from DEL if needed), and meets the period of availability requirements for the grant monies used to fund disbursements. Sampled items are also tested to verify appropriate allocation in accordance with applicable cost principles, grant program compliance requirements and guidance issued by DEL.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Schedule of Findings

Finding # ELC 19-2021-22-001

Cost Allocation and Disbursement – *Pooled cost allocation errors*

<u>Finding/Condition</u>: During detailed onsite testing, we identified various expenditures with insufficient documentation for the related cost allocation calculations made. This compliance deficiency represents a potential pervasive issue that could impact all detailed transaction items sampled for the monitoring period.

All disbursements should have sufficient supporting documentation to ensure that expenditures provide the intended benefit to the grant program(s) charged and are accurately and appropriated allocated.

- Monitor identified similar results of operating and reporting errors for shared/pooled
 costs during cost allocation testing. Analysis by Coalition staff and monitor found
 programmatic expenditures improperly classified as administrative costs. This resulted
 in program cost reporting not in compliance with federal/state cost principles and DEL
 OCA definitions that required adjusting journal entries to correct.
- The Coalition's calculated breakout for the tested periods were approximately 13-15% administrative and 85-87% programmatic. Monitor noted within the general ledger costs were allocated 19-23% administrative and 77-81% programmatic, which demonstrates overreporting of administrative costs in error. Note: Disclosures on the magnitude of these results and/or their impact on the Coalition's SR and VPK programs are not part of our scoped monitoring tasks for DEL and are not included in this report.

<u>Criteria:</u> 2 CFR Part 200,450(a), *Allocable costs*, states: "... A cost is allocable to a particular cost objective, such as a grant, contract, project, service, or other activity, in accordance with the relative benefits received."

Cause: Inadvertent oversight by Coalition staff.

<u>Effect:</u> Misallocation of shared costs which causes noncompliance with ELC policies and a misrepresentation of allocated costs to the grant programs managed by the ELC.

<u>Recommendation(s)</u>: The Coalition should complete tasks that include, but are not limited to, the following.

1. Confirm for OEL the results reported here. Testing records indicate cost allocation calculation anomalies in January and June 2021 statistic files/worksheets.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Schedule of Findings

- 2. Review other monthly cost allocation schedules for program year 2021-22 to determine if there are other instances of cost allocation calculation errors.
- 3. If other cost allocation calculation errors are identified, prepare a summary to identify the errors found and which monthly statistic files/worksheets were impacted.
- 4. Prepare correcting/adjusting journal entries for each month in program year 2021-22. Access actual monthly child count data to prepare/post the adjusting/correcting calculations to "true-up" monthly child count estimates.
- 5. Submit supporting files from items #2, #3 and correcting journal entries from item #4 to DEL. Upon review, DEL will provide technical assistance suggestions and instructions on remitting any funds determined to be incurred for unallowable costs (if applicable).
- 6. Review, and revise as necessary, the Coalition's policies, procedures, and internal controls, related to processing disbursements and allocating costs to benefitting grant programs to ensure the Coalition provides adequate guidance to staff.
- 7. Conduct training as necessary to help ensure Coalition staff knows about and can follow established or revised internal controls, policies and procedures.

8.0 – Travel

The current period monitoring procedures were performed to determine if the ELC's sampled travel-related expenditures are paid in accordance with applicable federal/state laws and rules, and ELC-established policies.

Finding # ELC 19-2020-21-002

Travel – Missing required supporting documentation

<u>Finding/Condition</u>: During detailed testing of travel expenses, we noted two of four sampled transactions missing supporting documentation as required by state travel rules and the Coalition's Travel Policy.

• Date: 7/30/2020; Amount: \$18.06; Grant period/OCA Code: 2020-2021/97INT; Vendor/Payee: Employee with initials TS; Description: Travel Reimbursement for 7/7/2020; Issue(s): The employee did not include a map as required by the Coalition's Travel Policy when submitting for mileage reimbursement.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Schedule of Findings

<u>Criteria:</u> Coalition Travel Policy states, "If the traveler will be incurring mileage, a copy of the map mileage determination from the Department of Transportation's website is required. If the travel city(s) are not provided on this copy of the mileage determination from another online mapping service, like Google Maps or MapQuest, is required." Also see FDOE's Travel Manual.

<u>Cause:</u> Inadvertent oversight by staff in regard to Coalition guidelines and state travel rules.

<u>Effect:</u> Noncompliance with Coalition policy and documentation requirements for state travel expenditures. Such operating circumstances also increase the Coalition's risk of potential questioned or unallowable costs.

<u>Recommendation(s)</u>: The Coalition should complete tasks that include, but are not limited to, the following.

- 1. Confirm for DEL the results reported here. Testing results indicate one reimbursement in the amount of \$18.06 for which complete travel documentation (including a mileage map for reimbursement amount claimed) was not obtained or kept.
- 2. Review Coalition records for the current program year to identify other instances where required travel documentation may be missing or incomplete.
- 3. If additional instances are found where travel documentation may be incomplete, prepare a summary list. The summary should include details to identify for each instance the date, amount, grant period/OCA code, purpose of the purchase/travel event, ELC staff member involved and vendor/payee.
- 4. For each purchase/instance identified with incomplete documentation, prepare "after-the-fact" file documentation to indicate why this data was not obtained and/or was not available.
- 5. Submit results from items #3 and #4 above with copies of correcting/adjusting journal entries (if any are needed) to DEL. Upon review, DEL will provide technical assistance suggestions and instructions on remitting any funds determined to be incurred for unallowable costs (if applicable).
- 6. Review Coalition's existing internal controls, policies and procedures related to state travel rules and related documentation requirements to determine if any revisions are needed.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Schedule of Findings

- 7. Update the Coalition's policies, procedures and internal controls as appropriate.
- 8. Conduct training to help ensure Coalition staff know about and can follow established or revised internal controls, policies and procedures.

Finding # ELC 19-2021-22-003

Travel – *Untimely processing of employee reimbursement*

<u>Finding/Condition</u>: During detailed testing of travel expenses, we noted one of five sampled transactions was not reimbursed in a timely manner in accordance with the Coalition's Finance Policy.

• Date: 2/26/2021; Amount: \$649.60; Grant period/OCA Code: 2020-2021/97BBA; Vendor/Payee: Employee with initials EC; Description: Tuition Reimbursement-PAD5700, PAD6060 & PAD6417; Issue(s): The employee submitted reimbursement in December of 2020 and the expense was not reimbursed until February of 2021, which exceeds the allowable 45 day time period for expenses to be reimbursed based on the Coalition's policy. Note: Although this is an instance of noncompliance with Coalition policy this cost is determined to be allowable.

<u>Criteria</u>: Coalition Disbursement Policy states, "Reimbursements for travel expenses, business meals, or other approved costs will be made only upon the receipt of a properly approved and completed expense reimbursement form (see further policies under "Travel and Business Entertainment"). All required receipts must be attached, and a brief description of the business purpose of trip or meeting must be noted on the form. Expense reports will be processed for payment in the next vendor payment cycle if received within two business days of the deadline. Expenses older than 45 days or from a prior fiscal year will not be reimbursed."

Cause: Inadvertent oversight by staff in regard to Coalition guidelines.

<u>Effect:</u> Noncompliance Coalition policy. Such operating circumstances also increase the risk of potential questioned or unallowable costs.

<u>Recommendation(s)</u>: The Coalition should complete tasks that include, but are not limited to, the following.

1. Confirm for DEL the results reported here. Testing results indicate one tuition reimbursement sampled in total amount of \$649.60 for which expenses were not reimbursed in a timely manner.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Schedule of Findings

- 2. Review Coalition records for the current program year to identify if other instances may exist where expenses were not reimbursed in a timely manner.
- 3. If additional instances are found where expenses were not reimbursed in a timely manner, prepare a summary list. The summary should include details to identify for each instance the date, amount, grant period/, OCA code, purpose of the purchase/travel event, ELC staff member involved and vendor/payee.
- 4. For each purchase/instance found with incomplete documentation, prepare "after-the-fact" file documentation to indicate why this data was not obtained and/or was not available.
- 5. Submit summary from items #3 and #4 above with copies of correcting/adjusting journal entries (if any are needed) to DEL. Upon review, DEL will provide technical assistance suggestions and instructions on remitting any funds determined to be incurred for unallowable costs (if applicable).
- 6. Review Coalition's existing internal controls, policies and procedures related to employee reimbursement expenditures to determine if any revisions are needed.
- 7. Update the Coalition's policies, procedures and internal controls as appropriate.
- 8. Conduct training to help ensure Coalition staff know about and can follow established or revised internal controls, policies and procedures.

9.0 – Purchasing

The current period monitoring procedures were performed to determine if the sampled procurement transactions comply with the appropriate federal or state procurement laws, as well as the ELC's procurement policies.

No findings noted in the current period.

10.0 – Contracting

The current period monitoring procedures were performed to determine if the sampled contract transactions demonstrate the ELC's contracting processes comply with federal and state requirements, as well as the ELC's own contracting policies.

No findings noted in the current period.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Schedule of Findings

11.0 – Subrecipient monitoring

The current period monitoring procedures were performed to identify any subrecipient activity for this ELC. If such activity was found, monitoring procedures were applied to determine if the ELC's disclosure requirements and subrecipient monitoring activities comply with federal grant program requirements, state laws and the ELC's own policies and procedures.

Finding # ELC 19-2021-22-004

Subrecipient Monitoring – Missing required federal processes for subrecipient

<u>Finding/Condition</u>: During our detailed testing of all three sampled subrecipient contracts, we noted lack of documentation of subrecipient monitoring and instances of required monitoring activities that were not performed.

- Date: 7/1/2020-6/30/2021; Amount: \$1,098,904; Grant period/OCA Code: 2020-21/97Q00; Vendor/Payee: Hillsborough County Board of County Commissioners; Description: Child Care Licensing; Issue(s): Monitoring procedures required by federal/state grant program rules were not performed.
- Date: 7/1/2020-6/30/2021; Amount: \$71,500; Grant period/OCA Code: 2020-21/97Q00; Vendor/Payee: Early Childhood Council of Hillsborough County; Issue(s): Monitoring procedures required by federal/state grant program rules were not performed.
- Date: 7/1/2020-6/30/2021; Amount: \$750,000; Grant period/OCA Code: 2020-21/97Q00; Vendor/Payee: Children's Forum, Inc.; Description: Child Care INCENTIVE\$ Florida Program; Issue(s): Monitoring procedures required by federal/state grant program rules were not performed.

<u>Criteria:</u> Coalition Financial Policies and Procedures Manual states, "When Early Learning Coalition of Hillsborough County utilizes Federal funds to make subawards to subrecipients, Early Learning Coalition of Hillsborough County is subject to a requirement to monitor each subrecipient in order to provide reasonable assurance that subrecipients are complying, in all material respects, with laws, regulations, and award provisions applicable to the program."

- 1. Monitoring of subrecipient contracts must include
 - Review/analysis of financial and programmatic reports/results together;
 - Timely follow-up and correction of all deficiencies noted; and
 - Issuance of a "management decision" on audit findings or other deficiencies found.
 - Formal risk assessment documented during planning procedures over subrecipient monitoring

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Schedule of Findings

2. Pass-through entity must submit "performance reports" at least annually, using federal/state-approved standardized collection processes.

<u>Cause:</u> Inadvertent oversight by staff in regard to subrecipient monitoring procedures.

<u>Effect:</u> Noncompliance with federal, state and program guidance. Such operating circumstances also increase the risk of potential questioned or unallowable costs.

<u>Recommendation(s)</u>: The Coalition should complete tasks that include, but are not limited to, the following.

- 1. Confirm for DEL the results reported here. Testing results indicate three subrecipient agreements totaling \$1,920,404 for which proper subrecipient monitoring procedures were not performed.
- 2. Review Coalition records for the current monitoring period to identify other instances where proper subrecipient monitoring procedures may also be incomplete.
- 3. If additional instances are found where proper subrecipient monitoring procedures were not performed, prepare a summary. The summary should include details to identify the amount, purpose of the agreement/award, grant period, OCA code, and vendor/payee.
- 4. Submit summary from item #3 above to DEL. Upon review, DEL will provide technical assistance suggestions to help prepare "after-the-fact" documentation for Coalition files and instructions on remitting any funds determined to be incurred for unallowable costs (if applicable).
- 5. Review Coalition's existing internal controls, policies and procedures related to monitoring subrecipient agreements to determine if any revisions are needed.
- 6. Update the Coalition's policies, procedures and internal controls as appropriate.
- 7. Conduct training to help ensure Coalition staff know about and can follow established or revised internal controls, policies and procedures.

2021-22 Financial Monitoring Report *Period Reviewed: August 1, 2020 – July 31, 2021*

Schedule of Observations

III. Schedule of Observations

1.0 Observations from 2021-22 monitoring visit

The monitoring team noted no observations in the current period.

2.0 Items for DEL follow-up

The monitoring team noted no items for DEL follow-up.

ELCHC EXECUTIVE COMMITTEE MEETING - August 15, 2022

COMMITTEE REPORTS ITEM IV.C. ISSUE: Service Delivery & Efficiency Committee Report

NARRATIVE: Amanda Jae will provide an update on the Service Delivery & Efficiency Committee.

Page 58 of 58