



ELCHC Board of Directors Special Meeting Agenda

November 7, 2022 at 3:00 pm ET

6302 E. Dr. Martin Luther King, Jr., Blvd.

Hybrid Meeting

Meeting ID: 892 7691 5990

Passcode: 462619

+13017158592,,89276915990#,,,,*462619# US (Washington DC)

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Meeting Book - ELCHC Board of Directors Special Meeting

November 7, 2022

I. WELCOME & INTRODUCTIONS

A. Patel

A. Roll call/Quorum Verification

B. Pledge of Allegiance

II. PUBLIC COMMENT I

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. All public comment in Public Comment I must pertain to an item on the approved agenda. Statements or remarks must be related only to the business of the Board. Statements or remarks are to be directed towards the Board and not to either a member of the staff or member of the public. Persons addressing the Board shall refrain from statements, remarks, or conduct that is uncivil, vulgar, profane or otherwise disruptive to the conducting of the Board's business.

III. CHAIRMAN'S REPORT

A. Patel

IV. ACTION ITEMS

A. Approval of CEO Employment Agreement - 3

A. Patel/F.
Carraway
H. Goble

B. Approval of School Readiness Progressive Enforcement Procedures - 8

C. Approval of Voluntary Prekindergarten Progressive Enforcement Procedures - 19

H. Goble

D. Execute contract with the University of Florida Board of Trustees - 34

G. Meyer

E. Execute the contract with Save the Children Federation Inc. - 35

G. Meyer

V. FINANCIAL REPORT

G. Meyer

A. 2022 August Financials - 36

VI. CEO REPORT

G. Meyer

A. Celebrate! You Week/Provider Recognition

G. Meyer

VII. DISCUSSION ITEMS

VIII. PUBLIC COMMENT II

IX. INFORMATION ITEMS

A. Certificate of Compliance with the City of Tampa - 40

X. ADJOURNMENT

ELCHC BOARD OF DIRECTORS MEETING – November 7, 2022

ACTION

ITEM IV.A.

ISSUE: CEO employment agreement

FISCAL IMPACT: \$187,500

RECOMMENDED ACTION: Approve the Chief Executive Officer Employment Agreement

NARRATIVE:

On October 17, 2022, the Board of Directors voted to approve Dr. Frederick Hicks as Chief Executive Officer of Early Learning Coalition of Hillsborough County. The CEO employment agreement is attached for Board approval.

ELCHC BOARD OF DIRECTORS MEETING – November 7, 2022

ACTION

ITEM IV.B.

ISSUE: **School Readiness (SR) Progressive Enforcement Procedures**

RECOMMENDED ACTION: Review and approve the SR Progressive Enforcement Procedures.

NARRATIVE:

The attached document establishes the Early Learning Coalition of Hillsborough County's (ELCHC) standardized progressive enforcement procedures to be implemented if a School Readiness (SR) Provider fails to comply with the SR program requirements outlined in Chapter 6M-4 of the Florida Administrative Code (F.A.C) and Chapter 1002, Part VI, of the Florida Statutes (F.S).

(1 Attachment)



PROGRESSIVE ENFORCEMENT PROCEDURES FOR NON-COMPLIANCE WITH PROGRAM REQUIREMENTS SCHOOL READINESS (SR) PROGRAM

INTRODUCTION

This document establishes the Early Learning Coalition of Hillsborough County's (ELCHC) standardized progressive enforcement procedures to be implemented if a School Readiness (SR) Provider fails to comply with the SR program requirements outlined in Chapter 6M-4 of the Florida Administrative Code (F.A.C) and Chapter 1002, Part VI, of the Florida Statutes (F.S). The ELCHC reserves the right to take any action deemed in the best interest of the ELCHC and the public based upon the severity of the violation or the number of violations. In addition, pursuant to Form DEL-SR 20, Rule 6M- 4.610, F.A.C., the ELCHC may terminate a provider's contract for cause at any time due to the failure to comply with one or more of the terms of the SR Provider Contract (Form DEL-20). This includes action or lack of action that threatens the health and/or safety of children, failure to implement corrective action, and reasonable or probable cause to suspect fraud.

Before termination or revocation is deemed a necessary action, considerations for the termination & revocation of eligibility will be completed by the ELCHC. These considerations will address (1) the severity of the provider's actions leading to the termination consideration; (2) the health, safety and welfare of children enrolled (including a review of its licensing history); (3) the financial impact of the actions, if applicable; (4) the impact that the revocation would have upon the local community (child care capacity in the provider's service area); (5) consistency with coalition's actions for similar contract violations; (6) the length of time that provider provided SR services; and (7) whether the provider had previously violated the terms of the SR Provider Contract. These considerations for termination & revocation of contract will be submitted to ELCHC executive leadership for final determination. The ELCHC considers all health & safety non-compliances related to child abuse/neglect, inappropriate discipline and inadequate supervision severe in nature.

Under the Due Process Procedures, Form DEL SR-20, the provider may request a review of determinations made by the ELCHC under the SR contract. A request for a review hearing may be requested by the provider by submitting such request in writing to the ELCHC within five business days of receipt of notice of the determination. This is defined in Form DEL-20, Exhibit 7: Due Process Procedures.

TIMEFRAME

Consequences for non-compliance occurrences noted in the table below are based on a two-year period. If providers have more than three non-compliances in a two-year period for the same requirement, the 3rd non-compliance consequence applies. In these cases, the ELC will review all non-compliances and may choose to terminate the Provider Contract and/or revoke the provider's eligibility to deliver the SR program for a period of five (5) years.

DEFINITIONS

CAP: Corrective Action Plan as defined by Rule 6M-4.610, F.A.C., Form DEL-SR 20, which states that corrective action means implementation of a specific action(s) designed to correct the failure to meet a specific requirement and specifies specific elements. Providers must successfully complete corrective action due to non-compliance determinations from prior Contracts, as applicable.

Disallowed Costs: This is an action taken by the ELCHC, pursuant to DEL-SR 20, in which expenditures submitted for reimbursement shall be disallowed if the provider did not adhere to the provisions governing the SR Program.

Provider Support Plan: Support and guidance offered by the ELCHC are designed to facilitate a better understanding of the requirement and implementation of best practices. This may include coaching or technical assistance visits, referral to ELCHC quality initiatives, referral to community programs/resources, required training, or additional on-site visits.

Probation: If the provider has received a corrective action notice for the same violation two or more times or has had multiple corrective action plans within the contract year or if the corrective action plan is not completed within the prescribed timelines, the provider shall be placed on probation for a period up to six (6) months. Probation may include one or more of the following conditions: training or staff development, monitoring or technical assistance by ELCHC, or submission of documentation related to the violation, pursuant to Form DEL-SR 20.

Revocation of Eligibility: The ELCHC may revoke a SR provider's eligibility to deliver the School Readiness Program in accordance with Rule 6M-4.620, F.A.C. and Form DEL SR-20, paragraphs 70 and 71. For providers that have received Class 1 licensing violations, the ELCHC may refuse to contract with the provider or revoke eligibility in accordance with the ELCHC's Class 1 Enforcement Policy.

Termination: The ELCHC may terminate a provider's SR contract as defined by Form DEL SR-20, paragraphs 67 through 69.

Off-Site Review: Review of requested documents by the ELCHC to the provider. Documents must be uploaded into the coalition-approved data system within seventy-two (72) hours per paragraph 40 of the SR Provider Contract.

#	REQUIREMENT	CITATION	CONSEQUENCE FOR NON-COMPLIANCE
1	Provider conducts required Developmental Screenings within 45 days of enrollment. <i>Enforcement: Failure to complete and submit developmental screening beyond 45 days of enrollment</i>	1002.88, F.S. 6M-4.720, F.A.C.	1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance 2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance 3rd non-compliance: Failure to comply will result in disallowed costs until the provider becomes compliant with the requirement. The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring

2	<p>Provider accurately completes and certifies monthly enrollment/attendance certifications that are aligned with the sign-in/sign-out forms.</p> <p><i>Enforcement: Failure to maintain daily attendance documentation that includes a minimum of provider name, child's first and last name, month/year, daily times the child has been signed in/out of the program, the authorized person signing the child in/out, monthly verification from authorized parent/guardian and provider, failure to submit monthly sign-in/sign-out rosters. Enforcement may be determined during the monthly reimbursement verification process.</i></p>	<p>6M-4.500, F.A.C. 6M-4.610, F.A.C. DEL-SR 20</p>	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with a sample of sign-in/sign-out forms submitted to the ELCHC with corrections made from the Provider Support Plan</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, with a sample of sign-in/sign-out forms submitted to the ELCHC</p> <p>3rd non-compliance: Failure to comply will result in disallowed cost. The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p>
3	<p>Provider uses the DEL Provider Portal (statewide information system). This includes but is not limited to: updating Provider Profile, contracting, monitoring enrollment requests, ending or canceling enrollment, submitting attendance, submitting adjustments, and uploading/maintaining current contracting documents.</p> <p><i>Enforcement: Failure to maintain current documents in the DEL portal, failure to submit attendance, failure to report changes in the provider profile such as a change in director or contact information, required workers' compensation insurance, required reemployment assistance or unemployment compensation coverage, liability insurance, as required, including transportation of children if SR children are transported by the Provider, etc.</i></p>	<p>6M-4.610, F.A.C. DEL-SR 20</p>	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p>

4	<p>Children attending the provider are accurately enrolled at the location listed on the payment certificate.</p> <p><i>Enforcement: Submitting attendance/reimbursement for a child that is not actively attending at contracted location. Enforcement of this requirement will depend on the severity of non-compliance. Direct termination of the contract for suspected fraud may be determined in accordance with Form DEL SR-20, paragraph 75.</i></p>	<p>6M-4.500, F.A.C. 6M-4.610, F.A.C. DEL-SR 20</p>	<p>1st non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance. Failure to comply will result in disallowed costs.</p> <p>2nd non-compliance: Failure to comply will result in disallowed costs. The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring.</p> <p>3rd non-compliance: Termination of School Readiness Contract with considerations for revocation</p>
5	<p>Provider provides a healthy and safe environment in accordance with SR Health and Safety regulations.</p> <p><i>Enforcement: Issue of a violation from the Department for Children and Families or Local Licensing.</i></p>	<p>402.305, F.S. 6M-4.620, F.A.C.</p>	<p>Non-compliance with this requirement may result in termination of the School Readiness contract and/or disallowed costs, as it relates to the severity of the health/safety violation.</p> <p>Enforcement for this indicator is specified in the SR Health & Safety Handbook, Rule 6M-4.620, F.A.C.</p>
6	<p>Provider implements the approved curriculum listed on Form DEL-SR 20.</p> <p><i>Enforcement: Failure to show evidence of approved curriculum implementation during on-site monitoring visits (lesson plans, materials, training certificates, etc.)</i></p>	<p>402.305, F.S. 6M-4.620, F.A.C.</p>	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p>
7	<p>Provider implements the approved character development program listed on Form DEL-SR 20.</p> <p><i>Enforcement: Failure to show evidence of approved character development program during on-site monitoring visits (lesson plans, materials, training certificates, etc.)</i></p>	<p>6M-4.610, F.A.C. DEL-SR 20</p>	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: The provider will be placed on</p>

			probationary status for up to six (6) months, which will include on-site monitoring
8	<p>Provider maintains and submits parent sign-in/sign-out daily attendance forms.</p> <p><i>Enforcement: Failure to maintain daily attendance documentation that includes a minimum of provider name, child's first and last name, month/year, daily times the child has been signed in/out of the program, the authorized person signing the child in/out, monthly verification from authorized parent/guardian and provider, failure to submit monthly sign-in/sign-out rosters. Enforcement may be determined during the monthly reimbursement verification process.</i></p>	<p>6M-4.500, F.A.C. 6M-4.610, F.A.C. DEL-SR 20</p>	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with a sample of sign-in/sign-out forms submitted to the ELCHC with corrections made from the Provider Support Plan</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, with a sample of sign-in/sign-out forms submitted to the ELCHC</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p>
9	<p>Provider notifies the ELCHC if a child is absent for five (5) consecutive days with no contact from parent by the close of the 5th day.</p> <p><i>Enforcement: Failure to notify the ELCHC may be determined during the monthly reimbursement verification process or during on-site visits.</i></p>	<p>6M-4.500, F.A.C.</p>	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with a sample of their internal absence reporting process to the ELCHC</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, with a sample of their internal absence policy and procedures submitted to the ELCHC</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring. Failure to comply will result in disallowed costs</p>
10	<p>Provider adheres to the provisions of the Rilya Wilson Act for each at-risk child under the age of school entry to the DCF community-based agency and the ELCHC</p> <p><i>Enforcement: The failure to notify the ELCHC may be determined during the monthly reimbursement</i></p>	<p>6M-4.610, F.A.C., 6M-4.500, F.A.C., DEL-SR 20</p>	<p>1st non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance. Failure to comply will result in disallowed costs</p> <p>2nd non-compliance: Failure to comply will result in disallowed costs. The provider will be placed on probationary status for up to six (6) months, which will</p>

	verification process or during on-site visits.		include on-site monitoring 3rd non-compliance: Termination of School Readiness Contract with considerations for revocation
11	<p>Provider allows ELCHC, DCF, or DEL staff immediate access to facility or School Readiness records.</p> <p><i>Enforcement: Staff members from ELCHC, DCF, or DEL are unable to access the facility or School Readiness records. Depending on the severity of the access limitations, considerations for termination of the School Readiness contract may be initiated before the Corrective Action Plan, for example, the above-mentioned staff members are not granted access to the facility when requested.</i></p>	6M-4.610, F.A.C. DEL-SR 20	<p>Payment shall be disallowed for any day that ELCHC, DEL and/or DCF is not granted access to the facility and spaces used to offer the SR Program</p> <p>1st non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance. Failure to comply will result in disallowed costs</p> <p>2nd non-compliance: Failure to comply will result in disallowed costs. The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p> <p>3rd non-compliance: Termination of School Readiness Contract with considerations for revocation</p>
12	<p>Provider maintains a record of confidentiality agreements completed by each staff member.</p> <p><i>Enforcement: Failure to produce evidence of individual records addressing the confidentiality agreements as it relates to School Readiness records for staff members. This may be determined during monitoring.</i></p>	6M-4.610, F.A.C. DEL-SR 20	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with submitting requested documents from the ELCHC</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, with a sample of their internal confidentiality policy and procedures submitted to the ELCHC</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p>

13	<p>Provider maintains all current SR records for audit purposes. All School Readiness records shall be maintained for a period of 5 years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to the Contract, whichever occurs last. If files are maintained electronically, the records are back-up on a regular basis to safeguard against loss.</p> <p><i>Enforcement: Failure to produce SR records during a five (5) year period. This may be determined during a monitoring visit or auditing request.</i></p>	6M-4.610, F.A.C. DEL-SR 20	<p>Failure to produce five (5) years of School Readiness records during a provider closure or change of ownership will result in disallowed cost for final payment until records have been submitted to the ELCHC</p> <p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with submitting requested documents from the ELCHC</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, with a sample of their internal record keeping policy and procedures submitted to the ELCHC</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p>
14	<p>Provider has a method for documenting and collecting the required copayment and issuing receipts to parents.</p> <p><i>Enforcement: Failure to accurately collect copayment or issue receipts. This may be determined during a monitoring visit or auditing request</i></p>	6M-4.400, F.A.C. 6M-4.610, F.A.C. DEL-SR 20	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with submitting requested documents from the ELCHC.</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, with a sample of their internal payment collection policy and procedures submitted to the ELCHC</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p>

15	<p>If applicable, the provider's Head Start or Public School program is in addition to and not in substitution for its School Readiness program</p> <p><i>Enforcement: This may be determined during a monitoring visit or auditing request.</i></p>	6M-4.610, F.A.C. DEL-SR 20	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with submitting requested documents from the ELCHC</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p>
16	<p>The provider does not discriminate against children, families and staff on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. The ELCHC measures this by receipt of formal complaints.</p> <p><i>Enforcement: This may be determined during a monitoring visit or substantiated formal complaint</i></p>	6M-4.610, F.A.C. DEL-SR 20	<p>1st non-compliance: A provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with submitting requested documents from the ELCHC</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p>
17	<p>Provider reports any unusual incidents to the ELCHC by the next business day of the unusual incident and provides a written report of the incident within 3 business days. See DEL-SR 20 for description of an unusual incident.</p> <p><i>Enforcement: Failure to report unusual incidents. This may be determined during monitoring, substantiated complaints, etc. The progressive enforcement for this requirement will match the severity of the incident that was not reported.</i></p>	6M-4.610, F.A.C.; DEL-SR 20	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with submitting requested documents from the ELCHC</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, with a sample of their unusual incident reporting policy and procedures submitted to the ELCHC</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p>

18	<p>Provider registers with and uses the E-Verify system to verify the work authorizations status of all newly hired employees.</p> <p><i>Enforcement: This may be determined during a monitoring visit, contracting period, or substantiated formal complaint</i></p>	448.095, F.S.; DEL-SR 20	<p>Failure to comply with this requirement will result in termination contract per DEL-SR 20</p> <p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with submitting requested documents from the ELCHC</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, with a sample of their onboarding policy and procedures submitted to the ELCHC</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p>
19	<p>SR providers serving children from birth to kindergarten entry must have a Program Assessment conducted and meet the contract minimum threshold to be eligible to participate in the School Readiness Program</p> <p><i>Enforcement: Provider does not meet the contract minimum threshold requirements or refuses to participate</i></p>	1002.82 F.S.; 1002.85 F.S.; 6M-4.740, F.A.C.; 6M-4.741, F.A.C.; DEL-SR 20; Program Assessment Procedures	<p>Non-compliance with this requirement will result in termination of the School Readiness contract and/or if eligible, issuance of a capacity waiver</p> <p>Providers must meet the minimum contract threshold in order to contract with the School Readiness Program. Reassessment may be requested in accordance with rule</p>
20	<p>School Readiness providers serving children from birth to kindergarten entry must submit a monthly classroom roster using the state-approved database system</p> <p><i>Enforcement: Provider does not submit a monthly classroom roster after ELCHC reminds the provider of their responsibility to do so</i></p>	6M-4.740, F.A.C.; Program Assessment Procedures	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance by submitting the classroom roster</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, with a sample of their policy and procedures on submitted classroom rosters to the ELCHC</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will</p>

			include on-site monitoring
21	<p>Providers that have opted to participate in Child Assessment must conduct the child assessments using a reliable assessor at least three times per year and will submit valid and reliable data and teacher roster information to the DEL-defined system. Reliable and valid are defined by the provider selected tool using the DEL approved child assessment selection.</p> <p><i>Enforcement: Provider does not submit the teacher roster, reliability, or child assessment data within the established timeframe</i></p>	<p>6M-4.500; 6M-4.610, F.A.C.; DEL-SR 20 Child Assessment Procedures</p>	<p>Depending on the specific non-compliance, failure to comply with requirements of Child Assessment may result in disallowed costs for the differential and/or removal from participation in Child Assessment for the remainder of the contract year.</p> <p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: Removal from participation in Child Assessment for the remainder of the contract year</p>
22	<p>Providers that have opted to participate in Contracted Slots must adhere to the requirements of the ELCHC Contract Slots Procedures and Contract Slots Program Requirements established in Exhibit 4 of the DEL-SR 20</p> <p><i>Enforcement: This may be determined during an on-site visit, late deliverable, or through a substantiated complaint. Some non-compliances result in immediate removal from the Contracted Slots Program per rule/procedures.</i></p>	<p>6M-4.500; 6M-4.610, F.A.C.; DEL-SR 20 Contracted Slots Procedures</p>	<p>Depending on the specific non-compliance, failure to comply with requirements of Contracted Slots Program may result in disallowed costs for the differential and/or removal from participation in the Contracted Slots Program</p> <p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: Removal from participation in the Contracted Slots Program</p>

ELCHC Board of Directors MEETING – November 7, 2022

ACTION

ITEM IV.C.

ISSUE: **Voluntary Prekindergarten (VPK) Progressive Enforcement Procedures**

RECOMMENDED ACTION: Review and approve the VPK Progressive Enforcement Procedures.

NARRATIVE:

The attached document establishes the Early Learning Coalition of Hillsborough County's (ELCHC) standardized progressive enforcement procedures to be implemented if a Voluntary Prekindergarten (VPK) Program Provider fails to comply with the VPK program requirements outlined in Chapter 6M-8 of the Florida Administrative Code (F.A.C) and Chapter 1002, Part V, of the Florida Statutes (F.S).

(1 Attachment)



PROGRESSIVE ENFORCEMENT PROCEDURES FOR NON-COMPLIANCE WITH PROGRAM REQUIREMENTS VOLUNTARY PREKINDERGARTEN (VPK) PROGRAM

INTRODUCTION

This document establishes the Early Learning Coalition of Hillsborough County's (ELCHC) standardized progressive enforcement procedures to be implemented if a Voluntary Prekindergarten (VPK) Program Provider fails to comply with the VPK program requirements outlined in Chapter 6M-8 of the Florida Administrative Code (F.A.C) and Chapter 1002, Part V, of the Florida Statutes (F.S). The ELCHC reserves the right to take any action deemed in the best interest of the ELCHC and the public based upon the severity of the violation or the number of violations. In addition, pursuant to Form DEL-VPK 20, Rule 6M-8.301, F.A.C., the ELCHC may terminate a provider's contract for cause at any time due to the failure to comply with one or more of the terms of the VPK Provider Contract. This includes action or lack of action that threatens the health and/or safety of children, failure to implement corrective action and reasonable or probable cause to suspect fraud.

Before termination or revocation is deemed a necessary action, considerations for the termination & revocation of eligibility will be completed by the ELCHC. These considerations will address (1) the severity of the provider's actions leading to the termination consideration; (2) the health, safety and welfare of children enrolled (including a review of its licensing history); (3) the financial impact of the actions, if applicable; (4) the impact that the revocation would have upon the local community (child care capacity in the provider's service area); (5) consistency with coalition's actions for similar contract violations; (6) the length of time that provider provided VPK services; and (7) whether the provider had previously violated the terms of the VPK Provider Contract. These considerations for termination & revocation of contract will be submitted to ELCHC executive leadership for final determination. The ELCHC considers all health & safety non-compliances related to child abuse/neglect, inappropriate discipline and inadequate supervision severe in nature.

Under the Due Process Procedures, Form DEL-VPK 20, the provider may request a review of determinations made by the ELCHC under the VPK contract. A request for a review hearing may be requested by the provider by submitting such request in writing to the ELCHC within five business days of receipt of notice of the determination. This is defined in Form DEL-VPK 20, Exhibit 2: Due Process Procedures.

TIMEFRAME

Consequences for non-compliance occurrences noted in the table below are based on a two-year period. If providers have more than three non-compliances in a two-year period for the same requirement, the 3rd non-compliance consequence applies. In these cases, the ELC will review all non-compliances and may choose to terminate the Provider Contract and/or revoke the provider's eligibility to deliver the VPK program and revoke eligibility for a period of two (2) to five (5) years.

DEFINITIONS

Coordinated Screening and Progress Monitoring Program: The statewide, standardized program implemented in all VPK programs as required by Section 1002.68, F.S. The assessment results shall be used to identify student learning gains, index development learning outcomes upon program completion relative to the performance standards in early literacy and mathematics established in Section 1002.67(1)(a), F.S., representative norms, and inform a private prekindergarten provider's and public school's performance metric.

Corrective Action Plan (CAP): Corrective Action Plan as defined by Rule 6M-8.301, Form DEL-VPK 20, which states that corrective action means implementation of specific action(s) designed to correct the failure to meet a specific requirement and specifies specific elements. Providers must successfully complete corrective action due to noncompliance determinations from prior Contracts, as applicable.

Disallowed Costs: This is an action taken by the ELCHC, per Form DEL-VPK 20, in which expenditures submitted for reimbursement shall be disallowed if the provider did not adhere to the provisions governing the VPK Program.

Intensive Corrective Action Plan: If the provider has received a corrective action notice for the same violation two or more times or has had multiple corrective action plans within the contract year or if the corrective action plan is not completed within the prescribed timelines, the provider shall be placed on an Intensive Corrective Action Plan for a period up to six (6) months. This may include, but is not limited to, one or more of the following conditions: training or staff development, monitoring or technical assistance by ELCHC, or submission of documentation related to the violation.

Provider Support Plan: Support and guidance offered by the ELCHC are designed to facilitate a better understanding of the requirement and implementation of best practices. This may include coaching or technical assistance visits, referral to ELCHC quality initiatives, referral to community programs/resources, required training, or additional on-site visits.

Termination: The ELCHC may terminate a provider's VPK Provider Contract as defined by Form DEL VPK-20

Progress Monitoring One (PM1): The first thirty (30) instructional days of the VPK class schedule, beginning with the first VPK instructional day.

Progress Monitoring Two (PM2): The period of time in a VPK class schedule where at least 40% of the instructional hours have been completed and no more than 60% of the instructional hours have been completed.

Progress Monitoring Three (PM3): The last thirty (30) instructional days of the VPK class schedule, ending with the last VPK instructional day.

Provider on Probation: is a VPK private provider or public school whose readiness rate or performance metric is below the minimum level established by the Division of Early Learning and s. 1002.68, F.S.

Revocation of Eligibility: The ELCHC may revoke a VPK provider's eligibility to deliver the VPK in accordance with Rule 6M-8.301, F.A.C. and Form DEL VPK-20, paragraph 57. For providers that have received Class 1 licensing violations, the ELCHC may refuse to contract with the provider or revoke eligibility in accordance with the ELCHC's Class 1 Enforcement Policy.

#	REQUIREMENT	CITATION	CONSEQUENCE FOR NON-COMPLIANCE
1	<p>The lead instructor(s) in the VPK Class(es) meet the minimum credential and background screening requirements <u>and are listed on Form OEL-VPK 11A.</u></p> <p><i>Enforcement: Failure to staff a lead instructor(s) that meet minimum credential and background requirements. This may be observed during on-site monitoring visits, substantiated complaints, licensing notifications, or from a review of the OEL-VPK 11A</i></p>	<p>1002.55, F.S. 1002.61, F.S. 6M-8.300, F.A.C.</p>	<p>Extension will be considered for Providers actively recruiting new qualified employees and have not exceeded the allowable hours for an approved substitute</p> <p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, which will include on-site monitoring</p> <p>3rd non-compliance: Failure to comply may result in disallowed costs. The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring. Extended VPK lead instructor vacancies will be considered for contract termination</p>
2	<p>The VPK Director meets the minimum credential and background screening requirements and is listed on Form OEL-VPK 10, unless a 6-month provisional period has been approved by ELC.</p>	<p>1002.55(3)(g), F.S. 6M-8.300, F.A.C.</p>	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, which will include on-site monitoring</p>

	<p><i>Enforcement: Failure to staff a VPK Director that meets minimum credential and background requirements. This may be observed during on-site monitoring visits, substantiated complaints, licensing notifications, or from a review of Form OEL-VPK 11A</i></p>		<p>3rd non-compliance: Failure to comply may result in disallowed costs. The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring. Extended VPK Director vacancies will be considered for contract termination for the remainder of the contract term</p>
3	<p>The VPK Class Schedule follows the dates and times listed on Form OEL-VPK 11B.</p> <p><i>Enforcement: Failure to follow VPK Class Calendar as reported on Form OEL-VPK 11B (VPK APP). This may be observed during on-site monitoring visits, updates to Form OEL-VPK 11B, or substantiated complaints</i></p>	<p>6M-8.300, F.A.C.</p>	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, which will include on-site monitoring</p> <p>3rd non-compliance: Failure to comply may result in disallowed costs. The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring. Substantial variation from VPK Class Schedule will be considered for contract termination for the remainder of the contract term.</p>
4	<p>The curriculum in use in the VPK class is listed on the approved Form OEL-VPK 10.</p> <p>Enforcement: Failure to show evidence of approved curriculum implementation during on-site monitoring visits (lesson plans, materials, training certificates, etc.)</p>	<p>1002.67(2), F.S. 6M-8.300, F.A.C.</p>	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: Failure to comply may result in disallowed costs. The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring</p>

5	<p>All changes to any information listed on Forms OEL-VPK 10, OEL-VPK 11A, or OEL-VPK 11B is reported to ELCHC via the OEL Provider Services Portal within 14 calendar days of the change.</p> <p><i>Enforcement: Failure to report changes to information as reported on Form OEL-VPK 11A and/or Form OEL-VPK 11B (VPK APP). This may be observed during on-site monitoring visits, updates to Forms OEL- VPK 11A OEL-VPK 11B, or substantiated complaint.</i></p>	<p>6M-8.300, F.A.C. 6M-8.301, F.A.C. DEL-VPK 20</p>	<p>Note: If change results in the provider's ineligibility to offer VPK, the provider is subject to disallowed cost from the date the change occurred</p> <p>1st non-compliance: A provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring</p>
6	<p>All instructors including aides and substitutes meet the minimum background screening and Good Moral Character requirements. Substitutes must meet the minimum credential requirements.</p> <p><i>Enforcement: Failure to staff a VPK classroom with instructors, aides, and substitutes that meets minimum credential, background, and Good Moral Character requirements. This may be observed during on-site monitoring visits or substantiated complaints</i></p>	<p>1002.55, F.S. 1002.61, F.S. 6M-8.300, F.A.C. 6M-8.301, F.A.C. DEL-VPK 20</p>	<p>Note: If change results in the provider's ineligibility to offer VPK, the provider is subject to disallowed cost from the date the change occurred</p> <p>1st non-compliance: A provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: Failure to comply may result in disallowed costs. The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring. Extended VPK staff vacancies will be considered for contract termination for the remainder of the contract term</p>

7	<p>School-Year VPK classes do not exceed 11 children with an approved lead. If an approved secondary instructor is present, then they do not exceed 20 children. This number includes non-VPK children in the class.</p> <p>Summer VPK classes do not exceed 12 children with an approved lead instructor. This number includes non-VPK children in the class.</p> <p><i>Enforcement: Maintain VPK ratios and group sizes during VPK instructional hours. This may be observed during on-site monitoring visit, attendance processing, or substantiated complaints.</i></p>	<p>1002.55 F.S.; 1002.63, F.S.; DEL-VPK 20</p>	<p>1st non-compliance: A Provider Support Plan will be issued to the provider. An unannounced on-site visit will occur following the observed non-compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to submit a written policy/process the ELCHC. An unannounced on-site visit will occur following the observed non-compliance</p> <p>3rd non-compliance: Failure to comply may result in disallowed costs. The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring</p>
8	<p>Provider maintains a record of the time any substitute spends in a VPK classroom</p> <p><i>Enforcement: Failure to maintain a substitute log. This may be observed during on-site monitoring visits, virtual monitoring, or substantiated complaints.</i></p>	<p>6M-8.410, F.A.C</p>	<p>1st non-compliance: A provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring</p>

9	<p>The total amount of time that a Provider assigns a substitute to a VPK Class does not exceed 30 percent of the total VPK hours.</p> <p><i>Enforcement: Failure to maintain a substitute log or failure to report instructor changes within 14 calendar days on Form OEL-VPK 11A. This may be observed during on-site monitoring visits or substantiated complaints.</i></p>	<p>6M-8.410, F.A.C. 6M-8.301, F.A.C. DEL-VPK 20</p>	<p>1st non-compliance: Technical Assistance given to change a substitute to a lead teacher, if qualifications for lead teacher have been met.</p> <p>2nd non-compliance: Will result in a Corrective Action Plan and disallowed costs.</p>
10	<p>A substitute is assigned to the VPK classroom when the credentialed lead instructor is on the premises.</p> <p><i>Enforcement: Credential Lead Teacher is on the premises but the substitute is in the VPK classroom during VPK instructional hours. This may be observed during on-site monitoring visits, licensing notifications or substantiated complaints.</i></p>	<p>6M-8.410, F.A.C. 6M-8.300, F.A.C. 6M-8.301, F.A.C. DEL-VPK 20</p>	<p>1st non-compliance: A provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring</p>
11	<p>Provider maintains daily attendance of the VPK class(es).</p> <p><i>Enforcement: Failure to maintain daily attendance for each VPK classroom. This may be observed during on-site visits or attendance processing.</i></p>	<p>6M-8.305, F.A.C. 6M-8.301, F.A.C. DEL-VPK 20</p>	<p>1st non-compliance: A provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: Failure to comply will result in disallowed costs The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring</p>
12	<p>Provider maintains and submits to the ELCHC Monthly Attendance Verification on the Form</p>	<p>6M-8.305, F.A.C.</p>	<p>1st non-compliance: A provider Support Plan will be issued to the provider and will be given five (5) business days to come into</p>

	OEL-VPK 03S or Form OEL-VPK 03L. <i>Enforcement: Failure to maintain monthly attendance for each VPK classroom. This may be observed during on-site visits or attendance processing.</i>	6M-8.301, F.A.C. DEL- VPK 20	compliance 2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance 3rd non-compliance: Failure to comply will result in disallowed costs. The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring
13	Provider and Parent accurately complete Form OEL-VPK 02 (COE) for each child enrolled in the VPK program. Provider maintains this record on file for 5 years <i>Enforcement: COEs are not completed correctly. This may be observed during on-site visits, virtual monitoring or enrollment processing.</i>	6M-8.201, F.A.C. 6M-8.301, F.A.C. DEL- VPK 20	1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance 2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance 3rd non-compliance: Failure to comply will result in disallowed costs. The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring
14	Progress Monitoring (PM1, PM2, PM3) windows is completed within the required timeframe. <i>Enforcement: Failure to complete Progress Monitoring (STAR/FAST assessment) in Renaissance within the required windows</i>	6M-8.620, F.A.C	Failure to comply will result in considerations for termination and revocation of eligibility in accordance with DEL's Policy. 1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance 2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance 3rd non-compliance: Considerations for termination and revocation of eligibility in accordance with DEL's Policy
15	Provider notifies ELCHC immediately if Licensure and/or Accreditation changes	1002.55(3), F.S.	Immediate termination of contract. If provider regains the licensure and/or accreditation to provide VPK, Provider must

	<p>which results in ineligibility to offer the VPK program. <i>N/A for Public Schools</i></p> <p><i>Enforcement: Failure to notify ELCHC when there have been changes with licensure and/or accreditation status.</i></p>	<p>6M-8.300, F.A.C. 6M-8.301, F.A.C. DEL-VPK 20PP</p>	<p>implement CAP for 1 year and participate in on-site monitoring.</p>
16	<p>Provider maintains required workers' compensation insurance under Chapter 440, F.S. <i>N/A for Public Schools</i></p> <p><i>Enforcement: Failure to maintain required workers' compensation insurance.</i></p>	<p>1002.55(3)(k), F.S. 6M-8.301, F.A.C.</p>	<p>1st non-compliance: CAP that includes disallowed cost for days not covered by insurance. Provider has 5 business days to submit proof of insurance, which must be prepaid for the remainder of the term of the policy 2nd non-compliance: Disallowed cost for days not covered by insurance. Termination for Cause for the remainder of the Contract term. 3rd non-compliance: Considerations for contract termination and revocation of eligibility for 2 to 5.</p>
17	<p>Provider maintains required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S.</p> <p><i>Enforcement: Failure to maintain reemployment assistance or unemployment compensation coverage.</i></p>	<p>1002.55(3)(k), F.S. 6M-8.301, F.A.C.</p>	<p>1st non-compliance: CAP that includes disallowed cost for days not covered by insurance. Provider has 5 business days to submit proof of insurance, which must be prepaid for the remainder of the term of the policy 2nd non-compliance: Disallowed cost for days not covered by insurance. Termination for Cause for the remainder of the Contract term 3rd non-compliance: Considerations for contract termination and revocation of eligibility for 2 to 5</p>
18	<p>Provider maintains liability insurance, as required, including transportation of children if VPK children are transported by the Provider. <i>N/A for Public Schools</i></p>	<p>1002.55(3)(j), F.S. 6M-8.301, F.A.C</p>	<p>1st non-compliance: CAP that includes disallowed cost for days not covered by insurance. Provider has 5 business days to submit proof of liability insurance, as required, which must be prepaid for the remainder of the term of the policy 2nd non-compliance: Disallowed cost for days not covered</p>

	<i>Enforcement: Failure to maintain liability insurance.</i>		by insurance. Considerations for contract termination for the remainder of the Contract term 3rd non-compliance: Considerations for contract termination and revocation of eligibility for 2 to 5.
19	<p>Provider does not require a child to enroll for, or require payment of any fee or charge for, supplemental services as a condition of admitting a child for enrollment in the VPK program.</p> <p><i>Enforcement: Provider requires parent to pay for additional services in order for the child to be enrolled in the VPK program</i></p>	1002.71(8)(b), F.S. 6M-8.301, F.A.C. DEL-VPK 20	<p>1st non-compliance: A provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: Considerations for contract termination and revocation of eligibility for 2 to 5</p>
20	<p>Provider does not require payment of a fee or charge for services provided for a child enrolled in the VPK program during VPK hours.</p> <p><i>Enforcement: Provider charges parents for VPK services</i></p>	1002.71(8)(a), F.S. 6M-8.301, F.A.C. DEL-VPK 20	<p>1st non-compliance: A provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>3rd non-compliance: Considerations for contract termination and revocation of eligibility for 2 to 5</p>
21	<p>Provider reports any unusual incidents to the ELCHC by the next business day of the unusual incident and provides a written report of the incident within 3 business days. See Form DEL-VPK 20 for the description of an unusual incident.</p> <p><i>Enforcement: Failure to report unusual incidents. This may occur during monitoring, substantiated</i></p>	6M-8.301, F.A.C. DEL-VPK 20	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with submitting requested documents from the ELCHC.</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, with a sample of their unusual incident reporting policy and procedures submitted to the ELCHC.</p> <p>3rd non-compliance: The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include</p>

	<i>complaints, etc. The progressive enforcement for this requirement will match the severity of the incident that was not reported</i>		additional supports and possible on-site monitoring
22	<p>Provider maintains all VPK records for audit purposes for a period of 5 years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to the Contract, whichever occurs last. If files are maintained electronically, the records are back-up on a regular basis to safeguard against loss.</p> <p><i>Enforcement: Failure to produce VPK records during a five (5) year period. This may occur during a monitoring visit or auditing request.</i></p>	6M-8.301, F.A.C. DEL-VPK 20	<p>Failure to produce five (5) years of VPK records during a provider closure or change of ownership will result in a postponement of final payment until records have been submitted to the ELCHC</p> <p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with submitting requested documents from the ELCHC</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, with a sample of their internal record keeping policy and procedures submitted to the ELCHC</p> <p>3rd non-compliance: The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring</p>
23	<p>If the provider is a provider on probation, the provider is required to successfully complete their Improvement Plan.</p> <p><i>Enforcement: Failure to completed Improvement Plan</i></p>	6M-8.700, F.A.C.	Failure to successfully complete the Improvement Plan will result in the development of considerations for contract termination and revocation of eligibility for 2 to 5 years.
24	Provider uses the DEL Provider Portal (statewide information system). This includes but is not limited to: updating Provider Profile, contracting, monitoring enrollment request, ending enrollment,	6M-8.301, F.A.C. DEL-VPK 20	<p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into</p>

	<p>submitting attendance, submitting adjustments and uploading current contracting documents.</p> <p><i>Enforcement: Failure to maintain current documents in the DEL portal, failure to submit attendance, failure to report changes in the provider profile such as a change in director or contact information, required workers' compensation insurance, required reemployment assistance or unemployment compensation coverage, liability insurance, as required.</i></p>		<p>compliance</p> <p>3rd non-compliance: The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring</p>
25	<p>Provider registers with and uses the E-Verify system to verify the work authorizations status of all newly hired employees.</p> <p><i>Enforcement: This may occur during a monitoring visit, contracting period, or formal complaint by a member of the substantiated complaints</i></p>	<p>F.S. 448.095 DEL VPK-20</p>	<p>Failure to comply with this requirement may result in termination contract per Form DEL-VPK 20</p> <p>1st non-compliance: A Provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with submitting requested documents from the ELCHC</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider and will be given five (5) business days to come into compliance, with a sample of their onboarding policy and procedures submitted to the ELCHC</p> <p>3rd non-compliance: The provider will be placed on an Intensive Corrective Action Plan for up to six (6) months, which will include additional supports and possible on-site monitoring</p>
26	<p>Provider agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent.</p>	<p>DEL VPK-20</p>	<p>Non-compliance with this requirement may result in termination of the VPK contract and/or disallowed cost.</p>

	<p><i>Enforcement: Failure to provide an environment in which children are not subjected to discipline that is severe, humiliating, or frightening. Discipline must not be associated with food, rest, or toileting. Spanking or any form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior. Issue of a violation from the Department for Children and Families or Local Licensing.</i></p>		
27	<p>Provider adheres to governing health & safety requirements</p> <p><i>Enforcement: ELCHC becomes aware of action or lack of action and makes determination. In some cases that are considered less severe in nature, contract consequence is not issued until licensing violation is finalized</i></p>		<p>Any action, or lack of action, by the provider which threatens the health, safety or welfare of children will lead to ELCHC completing considerations for contract termination and revocation of eligibility for 2 to 5. For providers that have received Class 1 licensing violations, the ELCHC may refuse to contract with the provider or revoke eligibility in accordance with the ELCHC's Class 1 Enforcement Policy.</p>
28	<p>All VPK providers must annually participate in a program assessment of each VPK classroom. VPK providers must meet the contract minimum threshold to be eligible to participate in the VPK Program</p> <p><i>Enforcement: Provider does not meet the contract minimum threshold requirements or refuses to participate</i></p>	<p>6M-8.621, F.A.C. DEL VPK-20</p>	<p>Enforcement for this indicator is specified in s. 1002.68, F.S. and Rule 6M-8.621, F.A.C.</p>

29	<p>The provider does not discriminate against children, families and staff on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. The ELCHC measures this by receipt of formal complaints.</p> <p><i>Enforcement: This may be determined during a monitoring visit or substantiated formal complaint</i></p>	DEL VPK-20	<p>1st non-compliance: A provider Support Plan will be issued to the provider and will be given five (5) business days to come into compliance with submitting requested documents from the ELCHC</p> <p>2nd non-compliance: Corrective Action Plan will be issued to the provider</p> <p>3rd non-compliance: The provider will be placed on probationary status for up to six (6) months, which will include on-site monitoring</p>
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ELCHC BOARD OF DIRECTORS MEETING – November 7, 2022

ACTION

ITEM IV.D.

ISSUE:	Execute Contract with The University of Florida Board of Trustees for the benefit of the Lastinger Center for Learning's Hillsborough Early Learning Network
FISCAL IMPACT:	Up to \$50,000
FUNDING SOURCE:	University of Florida
RECOMMENDED ACTION:	Authorize staff to execute a contract with The University of Florida Board of Trustees for the benefit of the Lastinger Center for Learning in the amount of up to up to \$50,000. For the contract term August 1, 2022- June 30, 2023.

NARRATIVE:

The contract with University of Florida provides additional professional development opportunities through stipends for early childhood education teachers.

ELCHC BOARD OF DIRECTORS MEETING – November 7, 2022

ACTION		ITEM IV.E.
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ISSUE:	Authorize Staff to execute a contract with Save the Children Federation, Inc.
FISCAL IMPACT:	Up to \$50,000
RECOMMENDED ACTION:	Authorize Staff to execute a contract with Save the Children Federation, Inc. up to \$50,000 for contract term of November 1, 2022 through February 28, 2023.

NARRATIVE:
In September 2022, Childcare providers in Hillsborough County experienced property damage due to the impact of Hurricane Ian. To support our childcare provider community, the Coalition met with Save the Children, a nonprofit organization that works to protect the rights of children by ensuring they grow up healthy, educated, and safe in the communities where they live and delivering emergency care in times of crisis. Through this new partnership with Save the Children, the Coalition can provide financial support to the childcare providers that were impacted by the hurricane.

ELCHC BOARD OF DIRECTORS MEETING – November 7, 2022

Financial Report

ITEM V.A.

ISSUE: Budget to Actuals through August 31, 2022

NARRATIVE:

Budget to Actuals through August 31, 2022.

(1 attachment)



EARLY LEARNING

COALITION OF HILLSBOROUGH COUNTY

		Budget to Actual August 31, 2022							
		Actual	Budget	Difference		Actual	Budget	Difference	
		YTD	YTD	YTD favorable /(unfavorable)	%	2023 YTD Actual/Forecast	2023 Budget	YTD favorable /(unfavorable)	%
Program Revenue									
	School Readiness	12,316,574	13,061,326	(744,753)	-5.7%	78,691,766	74,225,380	4,466,386	6.0%
	School Readiness Match - DEL	55,086	235,432	(180,346)	-76.6%	1,412,593	1,319,509	93,084	7.1%
	School Readiness - Local Funders:								
	Children's Board HC	-	-	-	0.0%	700,770	700,770	-	0.0%
	HC Community Development, incl. ALICE>150	4,368	-	4,368	100.0%	-	-	-	0.0%
	Hillsborough County BOCC	-	-	-	0.0%	276,000	276,000	-	0.0%
	HC Childcare -Licensing & Fees	-	83,333	(83,333)	-100.0%	500,000	500,000	-	0.0%
	Metro Ministries (Children's Board)	9,485	8,750	735	8.4%	52,500	52,500	-	0.0%
	City of Tampa	79,180	16,667	62,514	375.1%	100,000	100,000	-	0.0%
	United Way	-	20,223	(20,223)	-100.0%	121,339	121,339	-	0.0%
	United Way (Quality Initiative)	11,657	8,333	3,324	39.9%	50,000	50,000	-	0.0%
	Caspers	25,537	-	25,537	100.0%	50,000	50,000	-	0.0%
	School Readiness - Local Funders	130,227	137,307	(7,080)	-5.2%	1,850,609	1,850,609	-	0.0%
Total School Readiness Revenue		12,501,886	13,434,065	(932,179)	-6.9%	81,954,968	77,395,498	4,559,470	5.9%
	Other Local Funders:								
	Conn Foundation	48,180	43,000	5,180	12.0%	58,000	58,000	-	0.0%
	Spurlino Foundation	-	10,000	(10,000)	100.0%	60,000	60,000	-	0.0%
	SR Program Income (training, IECF memberships)	5,535	3,333	2,202	66.1%	20,000	20,000	-	0.0%
	HELN (Hillsborough Early Learning Network)	-	3,337	(3,337)	0.0%	37,000	37,000	-	0.0%
	ELFL (Early Learning Florida)	-	16,667	(16,667)	-100.0%	100,000	100,000	-	0.0%
	Lastinger Project	33,333	33,333	-	0.0%	200,000	212,000	(12,000)	-5.7%
	Misc. Donations	10,414	50,000	(39,586)	-79.2%	300,000	300,000	-	0.0%
	Other Local Funders	97,463	159,670	(62,207)	-39.0%	775,000	787,000	(12,000)	-1.5%
Total School Readiness Revenue and Local Revenue		12,599,349	13,593,735	(994,386)	-7.3%	82,729,968	78,182,497	4,547,471	5.8%
Program Expenses									
	School Readiness								
	Direct Services	10,637,595	10,643,077	5,482	0.1%	64,531,610	60,122,557	4,409,053	7.3%
	School Readiness Match - DEL	55,086	235,432	180,346	76.6%	1,412,593	1,319,509	93,084	7.1%
	School Readiness - Local Funders	195,638	222,956	27,318	0.0%	1,826,121	1,800,609	25,512	1.4%
	General Contributions and Gifts	97,463	75,384	(22,078)	0.0%	452,305	452,305	-	0.0%
Total Direct Services		10,985,782	11,176,850	191,068	1.7%	68,222,629	63,694,980	4,527,649	7.1%
	ELCHC Operating	1,497,401	2,099,949	602,547	28.7%	12,612,120	12,837,299	(225,178)	-1.8%
	CCL/ECC	59,757	238,731	178,974	75.0%	1,437,383	1,192,383	245,000	20.5%
	Inclusion Cost	-	40,833	40,833	100.0%	245,000	245,000	-	0.0%
	Scholarships and Other	13,065	37,373	24,308	65.0%	212,835	212,835	-	0.0%
Total School Readiness & Other Expenses		12,556,005	13,593,735	1,037,730	7.6%	82,729,968	78,182,497	4,547,471	5.8%
SR Change in Net Assets		43,344	-	(43,344)		-	-	-	
GOALS									
< 5.00 %	School Readiness - Admin	3.1%	4.4%	-1.3%	-29.9%	4.4%	4.2%	0.2%	4.9%
> 4.00 %	School Readiness - Quality	4.7%	9.2%	-4.5%	-48.6%	9.3%	9.1%	0.2%	2.1%
< 22.00%	School Readiness - Non-Direct	12.9%	19.5%	-6.6%	-33.8%	19.5%	19.0%	0.5%	2.8%
> 78.00 %	School Readiness - Direct	87.1%	80.5%	6.6%	8.2%	80.5%	81.0%	-0.5%	-0.7%
VPK Revenue									
	Voluntary Pre-Kindergarten	2,456,283	3,944,444	(1,488,161)	-37.7%	40,368,110	41,560,023	(1,191,913)	-2.9%
Total VPK Revenue		2,456,283	3,944,444	(1,488,161)	-37.7%	40,368,110	41,560,023	(1,191,913)	-2.9%
	Voluntary Pre-Kindergarten								
	Direct Services	2,355,089	3,731,868	1,376,779	36.9%	39,143,627	39,897,622	(753,995)	-1.9%
	ELCHC Operating	102,118	212,577	110,459	52.0%	1,224,483	1,662,401	(437,918)	-26.3%
Total Voluntary Pre-Kindergarten		2,457,207	3,944,444	1,731,324	43.9%	40,368,110	41,560,023	(1,191,913)	-3%
VPK Change in Net Assets		(924)	-	924	-	-	-	-	0.0%
GOALS									
< 4.00 %	VPK - Admin	4.1%	5.6%	-1.5%	-26.6%	3.1%	3.3%	-0.2%	-5.3%



	Actual	Budget to Actual August 31, 2022 Budget	Difference YTD favorable /(unfavorable)	%	Actual 2023 YTD Actual/Forecast	Budget 2023 Budget	Difference YTD favorable /(unfavorable)	%
	YTD	YTD						
American Rescue Plan Act (ARPA)								
ARPA	7,540,016	7,825,389	(285,372)	-3.6%	98,557,125	80,753,518	17,803,606	22.0%
Total ARPA Revenue	7,540,016	7,825,389	(285,372)	-3.6%	98,557,125	80,753,518	17,803,606	22.0%
ARPA								
Direct Services	7,515,464	7,517,037	1,573	0.0%	96,707,014	80,753,518	15,953,495	19.8%
ELCHC Operating	24,553	308,352	283,799	92.0%	1,850,111	-	1,850,111	100.0%
Total ARPA	7,540,016	7,825,389	852,956	10.9%	98,557,125	80,753,518	17,803,606	22.0%
ARPA Change in Net Assets	-	-	-	-	-	-	-	-
CRSSA - CARES PHASE VI								
CARES	49,384	43,414	5,970	13.8%	260,481	-	260,481	100.0%
ROAFS -OUTREACH	46,755	53,796	(7,042)	-13.1%	322,778	355,000	(32,222)	-9.1%
Total CARES Revenue	96,138	97,210	(1,072)	-1.1%	583,259	355,000	228,259	64.3%
CARES								
Direct Services	-	-	-	-	-	-	-	-
ELCHC Operating	96,138	97,210	1,072	1.1%	583,259	355,000	228,259	64.3%
Total CARES	96,138	97,210	10,589	10.9%	583,259	355,000	228,259	64.3%
CARES Change in Net Assets	-	-	-	-	-	-	-	-
CRSSA / ARPA - Workforce								
Workforce	351,999	288,302	63,697	22.1%	8,842,276	1,863,452	6,978,824	374.5%
Total Workforce Revenue	351,999	288,302	63,697	22.1%	8,842,276	1,863,452	6,978,824	374.5%
Workforce								
Direct Services	301,380	288,302	(13,078)	-4.5%	8,842,276	1,863,452	6,978,824	374.5%
ELCHC Operating	50,619	-	(50,619)	-	-	-	-	-
Total Workforce	351,999	288,302	(63,697)	-22.1%	8,842,276	1,863,452	6,978,824	374.5%
Workforce Change in Net Assets	-	-	-	-	-	-	-	-
Preschool Development Grant (PDG) Revenues								
PDG Revenues	25,000	65,771	(40,771)	-62.0%	386,460	-	386,460	100.0%
Total PDG Revenue	25,000	65,771	(40,771)	-62.0%	386,460	-	386,460	100.0%
Preschool Development Grant (PDG) Expenses								
Direct Services	-	-	-	-	-	-	-	-
ELCHC Operating	25,000	65,771	40,771	62.0%	386,460	-	386,460	100.0%
Total PDG Expenses	25,000	65,771	40,771	62.0%	386,460	-	386,460	-
PDG Change in Net Assets	-	-	-	-	-	-	-	-
Total Revenue	23,068,786	25,814,851	(2,746,065)	-10.6%	231,467,198	202,714,490	28,752,708	14.2%
Total Expenses	23,026,365	25,814,851	(2,788,485)	-10.8%	231,467,198	202,714,490	28,752,708	14.2%
Change in Net Assets	42,420	0	42,420	100.0%	-	-	-	-

FY23 Revenue Budget (\$203M) vs. Forecast (\$231M)

	BUDGET	FORECAST	
School Readiness	78,182,497	82,729,968	Increase to SR Expansion, Special Needs and Gold Seal Funding
Voluntary Pre-Kindergarten	41,560,023	40,368,110	Decrease to VPK \$15 Incentive
American Rescue Plan Act	80,753,518	98,557,125	Increase for ARPA Phase II
CRSSA Funding	355,000	583,259	
Workforce Funding	1,863,452	8,842,276	Increase for Build a World Class Workforce Initiative
Preschool Development Grant	-	386,460	Funding extended until Dec 22

ELCHC BOARD OF DIRECTORS MEETING – November 7, 2022

INFORMATION

ITEM IX.A.

ISSUE: City of Tampa Certificate of Acceptance and Compliance
FUNDING SOURCE: City of Tampa Community Development Block Grant

NARRATIVE:

On September 6, 2022, the ELCHC Board of Directors approved for staff to enter a contract with the City of Tampa to receive Community Development Block Grant funds up to \$164,626 to benefit low-to-moderate income families living within the City of Tampa (direct slots). Accepting financial support from the City of Tampa is conditional on compliance with the City Ethics Code under the grant agreement. We are required to inform all Board members of this requirement within the Agreement, and the attached Certificate of Acceptance and Compliance form is to be signed by the Board Chair, Board Secretary, and Board Treasurer. City of Tampa Code Section 2-525 is attached for information, as well as the Coalitions' Conflict of Interest & Whistleblower policy and Purchasing Policy.

Fiscal Year Ending on _____ (Date)

**Certificate of Acceptance and Compliance with City of Tampa Code Section 2-525,
Standards of conduct and accountability requirements for
Non-Profits provided Financial Support by the City**

- I. The Board of Directors of _____ (Non-Profit) hereby accepts that City financial support for is conditional on compliance with the City Ethics Code and certifies that it has reviewed the requirements of City of Tampa Code Section 2-525 and any leases, operating agreements or other contracts or agreements between Non-Profit and the City and determined that the Non-Profit has fully complied with each applicable requirement, including the following requirements in City of Tampa Code Section 2-525.

Required Policy	Date of Adoption
A. Conflict of Interest Policy (paragraph 2-526(4)a and b)	_____
B. Anti-nepotism Policy (paragraph 2-525(4)c)	_____
c. Whistleblower Policy (paragraph 2-525(4)d)	_____

- II. The following information is disclosed as required by paragraph 2-525(5)a. 2 & 3:

- A. The total salary and benefits of each Executive Staff member provide by the Non-Profit and any affiliated corporate entities:

Position:	Name:	Total Compensation:
1. Chief Executive Officer:	_____	_____
2. Financial accountability and controls:	_____	_____
3. Facilities management and operations:	_____	_____
4. Personnel and human resources:	_____	_____
5. Development, marketing and/or public relations:	_____	_____
B. Total amount of City Financial Support:	_____	

- III. This certification was approved for transmittal to the City of Tampa by an affirmative vote of the Board of Directors of the Non-Profit on the ____ day of _____, _____.

Chair

Secretary

Treasurer

(Ord. No. 2010-153, § 1, 10-21-2010; Ord. No. 2012-8, § 1, 1-19-2012)

Sec. 2-525. Standards of conduct and accountability requirements for non-profits provided financial support by the city.

- (1) *Purpose:* The purpose of this section is to provide ethical guidance and enforceable requirements for each of the non-profits to which the city provides financial support. Partnerships with the private non-profit sector can be a valuable, cost-effective mechanism for delivering services and providing amenities for the people of the city. For this public-private partnership to be successful the city and the city's non-profit partners must recognize that adherence to high levels of transparency and ethics is essential.
- (2) *Scope:* This section of the Code shall apply to each and every non-profit that accepts twenty-five thousand dollars (\$25,000.00) or more in financial support from the city. The act of acceptance of this financial support by a non-profit shall constitute acceptance of the requirements of this section and agreement by the non-profit, its board members, and its executive staff to comply with each of the requirements of this section. Any transaction between the city and a non-profit subject to the requirements of this section shall be void if the non-profit refuses to accept or fails to substantially comply with the requirements of this section. The requirements of this section may not be waived by contract, resolution, or any act of any city officer or employee.

(3) *Definitions:*

Board of directors shall mean the governing body of the non-profit.

Board member shall mean any member of the governing body of the non-profit.

Executive staff shall mean the senior tiers of management of the non-profit. At a minimum, executive staff shall include the chief executive officer plus the individual(s) ultimately responsible for:

- a. Financial accountability and controls;
- b. Facilities management and operations;
- c. Personnel and human resources; and
- d. Development, marketing and/or public relations.

Financial support:

- a. Financial support includes, but is not limited to, transactions of twenty-five thousand dollars (\$25,000.00) greater where the following occurs in support of a public purpose:
 1. Transfer or assignment of cash or a cash equivalent from the city to the non-profit, including distribution of funds under any state, federal or other governmental program administered by the city;
 2. Transfer or assignment of any interest in real property;
 3. Any agreement for use or operation by a non-profit of any real property owned or controlled by the city;
 4. Payment of any debt or debt service that is for the benefit of the non-profit; and
 5. Any other transaction where an item of value is made available to the non-profit in support of a public purpose.
- b. Financial support does not include:
 1. Any transaction in which an item of value less than twenty-five thousand dollars (\$25,000.00) is transferred or assigned by the city to the non-profit.

2. Payments made by the city pursuant to a contract for goods or services that have been procured through a competitive process. Any contract with a non-profit that was a sole source procurement or otherwise for goods or services not procured through a competitive process shall be presumed to be financial support.
3. Goodwill, advertising, sponsorship (including city services), promotional consideration, and in-kind support not otherwise specified herein as an item of value.
4. Any one-time transaction in which an item of value other than cash is transferred or assigned by the city to a non-profit, and that follows the city's existing policy for making such transfer or assignment.
5. Funding in the form of an award made by the city pursuant to a state or federal grant program that is subject to other reporting, monitoring, or audit requirements.
6. Payments made as a result of a special assessment services agreement, municipal services or other service agreement, where specific services are provided and invoices are submitted to the city by the non-profit on a reimbursement basis subject to review and approval by the city.
7. Funding provided to any governmental or quasi-governmental agency or entity, whether or not said agency or entity is designated as a section 501 entity under the Internal Revenue Code.

Item of value shall include payment of any debt, any interest in real property, stocks, intellectual property rights, royalties, bonds, insurance or insurance coverage, cash, and other valuable personal property.

Non-profit shall include all entities designated as non-profit by the U.S. Internal Revenue Service under section 501 of the Internal Revenue Code, or any not-for-profit corporation incorporated under the laws of the State of Florida or other state law.

(4) *Obligations of the non-profit, board of directors, and executive staff:*

- a. The board of directors shall adopt a conflict of interest policy applicable to all board members and executive staff that shall prohibit the following:
 1. Any transactions between the non-profit and a board member or executive staff which may inure to the personal financial benefit of a board member, executive staff, or the immediate family of a board member or executive staff, except:
 - i. After an open and competitive process and full disclosure of the transaction and the relationship to the board member or executive staff;
 - ii. When any personal financial benefit would be de minimus or limited solely to good will or other speculative benefits; or
 - iii. Executive staff compensation for employment by the non-profit.
 2. Employment by executive staff with an entity directly or indirectly competing with the non-profit.
- b. The board of directors shall adopt a policy prohibiting transactions with any for-profit entity affiliated with, owned by, or employing a board member or executive staff or the immediate family of a board member or executive staff, except:
 1. After an open and competitive process and full disclosure of the transaction and the relationship to the board member or executive staff; and
 2. When any financial benefit to the for-profit entity would be de minimus or limited solely to good will or other speculative benefits.
- c. The non-profit board of directors shall adopt an anti-nepotism policy, except in the case where the non-profit is a family trust or foundation.

- d. The non-profit board of directors shall adopt a whistleblower policy that, at a minimum, shall include a method to allow any employee to bring to the attention of the non-profit's designated ethics officer any actions that violate federal, state, or local laws or established non-profit policies regarding personnel, finance, ethics, and asset management.
- e. The non-profit board of directors shall endeavor to have a diverse board and shall not discriminate in the recruitment or selection of board members, except in the case where the non-profit is a family trust or foundation.
- f. The board of directors, board members, and executive staff shall not enter into any arrangement involving any form of kickbacks.

(5) *Reporting and recordkeeping requirements:*

- a. Each non-profit shall annually file with the city finance director:
 - 1. A statement, in substantially the form provided in the attached certification [refer to end of section], approved by the board of directors certifying on behalf of the non-profit compliance with this section and compliance with any leases, operating agreements or other contracts or agreements between the non-profit and the city,
 - 2. Total compensation provided by the non-profit, and any of its affiliated entities, to each executive staff member,
 - 3. Total amount of city financial support.
- b. Each of the items in paragraphs (5)a. shall be filed annually on or before April 1 for the prior calendar year.
- c. The board of directors of the non-profit shall keep accurate written minutes of all meetings of the board of directors, all meetings of the executive committee and any meetings of committees designated to address ethics, finances, or compensation of executive staff. These minutes must include recordation of all votes of each individual board member on all actions of the board of directors where the action of the board of directors is not unanimous, and shall be made available to the city upon receipt of written request.
- d. Each non-profit shall maintain the following documents and provide any or all of the documents within seven (7) days of a request by the city finance director:
 - 1. Copies of the policies and procedures demonstrating the non-profit's compliance with this section, and
 - 2. Copies of records documenting compliance with non-profit policies and procedures required by this section, and
 - 3. List of all board members and executive staff and contact information for each, including address and phone number, sufficient for the city to directly contact the each board member and executive staff member, and
 - 4. List of all transactions approved by the board of directors pursuant to the policies required by paragraphs (4)a. and b., including the persons or business entities involved in the transactions, the nature of the transactions, the nature of the relationship(s) that implicated paragraphs (4)a. or b, the dollar amount of the transaction, and the date of the board of directors approval of the transaction, and
 - 5. Copies of all Form 990 and related schedules filed with the Internal Revenue Service and any additional filings regarding related party transactions as defined by the Internal Revenue Code.

- e. In the event any violation of this section becomes known to the non-profit board of directors or executive staff, a report shall be filed with the city finance director not more than fifteen (15) days after the violation becomes known to the board of directors or executive staff.

(6) *Enforcement:*

- a. The city shall have the right to audit all records and inspect all assets of the non-profit as necessary to determine compliance with this section and any other terms or conditions of any grant agreement, contract, lease, deed, or other agreement with the city.
- b. In the event the city becomes aware that a non-profit has failed to comply with any aspect of this section, the city shall provide notice in writing to the non-profit board of directors. If the non-profit fails to cure a material failure to comply with this section within sixty (60) days of written notice of the material failure, the non-profit shall:
 - 1. Refund all city financial support provided in the city's fiscal year within which the non-profit failed to comply with this section; and
 - 2. Be barred from applying for or receiving financial support from the city for a period of one (1) year; and
 - 3. In no event shall the non-profit receive financial support from the city until the non-profit has demonstrated full compliance with this section.

The sixty-day period for cure of a material failure to comply with this section may be extended for two (2) additional thirty-day periods by the city finance director.

- (7) *Effective date:* This section shall be effective upon becoming law. This section shall apply to all transactions on or after the effective date, but shall not be construed to impair contracts effective and in force prior to the effective date.

If an employee believes that a condition of employment or a decision affecting them is unjust or inequitable, the employee is encouraged to first notify his/her immediate supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to complain to the supervisor, the employee should contact Human Resources. No employee will be penalized, formally or informally, for making a good faith complaint.

If your supervisor or Human Resources is unable to resolve the conflict to your satisfaction, you may bring the matter to the attention of the CEO/OHD.

If your concerns involve harassment, discrimination, threatened violence, or a violation of a law, rule or regulation, you must immediately report the matter to Human Resources or the CEO/OHD. You may also contact the Employee Hotline at (813) 280-0799 ext. 422.

Conflict of Interest, Ethical Standards and Political Activity

The allocation and administration of public funds requires the promotion and maintenance of both the substance and appearance of objectivity and integrity. Employment with the ELCHC obligates the employee to accept certain restrictions on political activities which may not be present with other employers. The provisions of this section are also applicable to all temporary and seasonal employees and contract personnel.

Employees shall disclose to the CEO/OHD all actual or potential employment, board memberships, appointments or activities which may possibly constitute or reasonably be presumed to constitute a conflict of interest, compromise objectivity or restrict job performance. In addition:

- Employees may not serve on the governing board of any agency or organization, which is an applicant or recipient of the ELCHC funding.
- Employees shall promptly terminate or decline any employment, Board memberships, appointments or activities deemed by the CEO/OHD to constitute a real or perceived conflict of interest, compromise of objectivity or interference with their ability to perform the duties of their position in a timely and/or efficient fashion.
- If the employee disagrees with the determination of the CEO/OHD he/she/they may dispute the decision through Conflict Management and Resolution Procedure outlined in this handbook.
- If at any time an employee engaged in a previously approved employment, board membership, appointment or activity becomes aware of any change in the circumstances and/or conditions which justified the original approval of the activity or any new condition or circumstance that may constitute or give rise to the perception of conflict of interest or compromise of integrity, the employee shall immediately notify the CEO/OHD. The CEO/OHD shall then review the situation to re-determine the appropriateness of the employee's continued involvement.
- The ELCHC expects its employees to observe the highest standards of business ethics. The ELCHC wants to avoid any perceptions of conflicts, as well as actual conflicts. Employees will exhibit honesty and integrity in their actions with internal and external persons with whom they interact.
- No employee should take any action on behalf of the ELCHC that they know, or reasonably should know, violates any applicable law or regulation. This obviously includes such activities as bribery, kickbacks, making false statements and misrepresentations.

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- The ELCHC prohibits all employees and their family members from accepting or giving gifts, gratuities, or entertainment from individuals and firms with whom the ELCHC does business.
- Employees are expected to avoid any investment or ownership, directly or indirectly, of a substantial interest in a customer, subcontractor, supplier or other service firm that or might be doing business with or in competition with the ELCHC, or with a present or prospective ELCHC client or vendor. A “substantial interest” is one that will or might be significant or of relevance to any ELCHC transaction or its results or can at any time be so perceived. Whether an ownership is “substantial” depends upon all circumstances and will most likely be determined retrospectively. Therefore, full disclosure and advance request for interpretation as provided under the “implementation” provisions of this policy is strongly encouraged in all cases. Such disclosure will, in most cases, eliminate any actual or potential conflict of interest or policy deviation.
- Serving as an officer, director, employee, committee member, agent or representative to or consultant of any company, firm or business other than the ELCHC must never be undertaken when such service conflicts with the ELCHC’s interests or detracts from or infringes in a significant way on the employee’s time or responsibilities with the ELCHC or is with an organization that is a vendor to or provider with the ELCHC.
- Equipment, material, and supplies purchased are for ELCHC business purposes only. Using or diverting the ELCHC’s know-how, internal information, equipment, materials, supplies or the time and services of its personnel for any purpose other than in the performance of the employees’ responsibilities for the ELCHC is prohibited.
- Any employee who has a relative with a financial interest in an entity that does business with the ELCHC, or is an officer, director, employee, committee member, agent or representative of such entity may be a conflict of interest. For the purpose of this section, an “employee’s relative” means father; mother; son; daughter; brother; sister; uncle; aunt; first cousin; nephew; niece; spouse; grandfather; grandmother; great uncle; great aunt; father-in-law; mother-in-law; son in- law; daughter-in-law; brother-in-law; sister-in-law; stepfather; stepmother; stepson; stepdaughter; stepbrother; stepsister; half-brother; or half-sister. Employees should avoid such conflicts of interest. If such a relationship exists, or if at any time it is discovered that such a relationship exists, immediately complete the “Conflict of Interest Information Form,” so it can be forwarded to both the CEO/OHD and Board Chair. A failure to submit this form can result in disciplinary action, up to and including termination.

Conflicts of interest may arise in situations where personal relationships between employees may create an appearance of favoritism or lack of objectivity. Where two employees are related or become involved in a relationship that may trigger these concerns, the ELCHC may take steps to eliminate the conflict. Any relationship that may raise these concerns should be reported to the CEO/OHD and/or Human Resources. Such steps may involve transfer or reassignment so that the employees involved are not in the same department and/or do not share any type of reporting relationship or chain of command, or in some circumstances, termination.

Political Activities

Employees of the ELCHC are subject to all Florida statutes applicable to political activity by government-funded employees. Knowledge of, and compliance with, applicable statutes is the responsibility of the individual employee. Employees should be as aware of the importance of the appearance of objectivity, neutrality and non-partisanship as its substance in the exercise of their legal and political rights. Employees shall advise the CEO/OHD of their intention to declare candidacy for a political office or assume a leadership role in any political campaign. The employee shall also indicate the steps that he/she/they will take to assure that this activity does not conflict with assigned job responsibilities at the ELCHC.

Employee Hotline

There are no easy answers to many ethical issues we face in our daily business activities. In some cases, the right thing to do will be obvious, but in other more complex situations, it may be difficult for an employee to decide what to do. When an employee is faced with a tough ethical decision or has any doubts as to the right thing to do, the employee should talk to Human Resources.

If you have any questions or concerns about policies, practices or procedures which you believe are illegal or unethical, or about any misconduct by an employee, please contact Human Resources. An employee can also report such concerns anonymously, by calling the Employee Hotline at (813) 280-0799 ext. 422. The hotline is monitored by the Manager, Fraud and Compliance, who will follow up on each situation as appropriate.

The ELCHC will not permit any form of retaliation against any person, who, in good faith, reports violations or suspected violations of company policy or the law.

Whistle Blower: Reporting Violations of Law

Employees of the ELCHC, who report certain violations of law or gross mismanagement by public agencies or employees are protected from retaliation by the Florida Public Whistle-Blower's Act, sections 112.3187-112.3188, Florida Statutes.

The ELCHC will not take retaliatory action against an employee who reports to an appropriate agency having the authority to investigate and remedy the complaint:

- a) a violation or suspected violation of any federal, state or local law, rule or regulation, committed by an employee or agent of the ELCHC, which creates and present a substantial and specific danger to the public's health, safety or welfare; or
- b) any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, suspected or actual Medicaid fraud or abuse, or gross neglect of duty on the part of an employee or agent of the ELCHC.

Disclosures concerning the ELCHC must be in a written and signed complaint submitted to the CEO. The CEO will then conduct or arrange for a prompt investigation. Employees who know of actual, potential or suspected instances of fraud, program mismanagement, employee misconduct or management abuse by the ELCHC or its agents, may also notify the state Office of the Inspector General, 850-717-8605; whistleblower@oel.myflorida.com, or other appropriate agency.

Employees and Persons Protected

This policy protects employees and persons who disclose information on their own initiative in a written and signed complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; who refuse to participate in any adverse personnel action prohibited Fla. Stat. § 112.3187; or who file their written and signed complaint with the CEO.

Retaliation will not be tolerated, and any employee who believes he or she is being retaliated against for engaging in such conduct must report it to Human Resources and/or the CEO/OHD.

No remedy or other protection under this policy applies to any person who has committed or intentionally participated in committing the violation or suspected violation for which protection under this policy is being sought.

The provisions of this policy shall not be applicable when an employee discloses information known by the employee to be false.

Social Media Policy

At the ELCHC, we understand that social media can be a fun and rewarding way to share ideas, gather information and learn from the work of others. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with ELCHC, as well as any other form of electronic communication. The same principles and guidelines found in ELCHC policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects its partners, providers, funders, the families we serve, others who work on behalf of ELCHC, or our legitimate business interests may result in disciplinary action up to and including termination.

Carefully read these guidelines, the ELCHC's Conflict of Interest and Ethical Standards Policy, the ELCHC Non- Discrimination & Harassment-Free Workplace Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination. The guidelines are as follows:

- Always be fair and courteous to fellow employees, vendors, funders, the families we serve and others who work in our field. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or utilizing our Conflict Resolution Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene,

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- 9) **Termination:** All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (\$100,000 in 2005) shall contain suitable provisions for termination by the Early Learning Coalition of Hillsborough County, including how termination shall be affected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

Special Purchasing Conditions

[45 CFR Parts 75.329(f) and 75.332; s. 216.3475, F.S.]

Emergencies:

Where equipment, materials, parts, and/or services are needed, quotations will not be necessary if the health, welfare, safety, etc., of staff and protection of Organization property is involved.

Single Distributor/Source:

Sole source purchases will be made only when solicitation of multiple vendors is not feasible and three of the following conditions apply:

- No other manufacturer/vendor can market a like or comparable product
 - It is the only item (goods or services) that will produce the desired results (or fulfill the specific need)
 - The item (goods or services) is available from only one source of supply
 - The item or service is only available from one source within 100 miles of the agency,
 - The situation is a public emergency,
 - Competition is deemed inadequate (insufficient bidders), or
 - In the case of a grant, the awarding agency approves the purchase.
 - Cost analysis, (i.e., verifying the proposed scope of work or goods/services data and the evaluation of the specific elements of costs and negotiating profit (if applicable)) is required.
- Note: Grant rules state this is a mandatory task for sole source procurement. A cost/price analysis should be completed by staff prior to receiving any bid or fee information

Vendor Files and Required Documentation -

The Accountant shall create a vendor folder for each new vendor from whom Early Learning Coalition of Hillsborough County purchases goods or services.

The Accountant shall transmit a blank Form W-9 to new vendors and request that the vendor complete and sign the W-9 (or provide equivalent, substitute information) and return it in the postage-paid

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envelope provided. Completed, signed Forms W-9 or substitute documentation shall be filed in each vendor's folder. No payment shall be made to vendors who do not comply with this request.

Receipt and Acceptance of Goods

A designated individual shall inspect all goods received. Upon receipt of any item from a vendor, the following actions shall immediately be taken:

- Review bill of lading for correct delivery point
- Verify the quantity of boxes/containers with the bill of lading
- Examine boxes/containers for exterior damage and note on the bill of lading any discrepancies (missing or damaged boxes/containers, etc.)
- Sign and date the bill of lading
- Remove the packing slip from each box/container
- Compare the description and quantity of goods per the purchase order to the packing slip
- Examine goods for physical damage
- Count or weigh items, if appropriate, and record the counts on the purchase order

This inspection must be performed in a timely manner to facilitate prompt return of goods and/or communication with vendors.

After an order has been placed and goods or services have been received, the authorization for payment is initiated entering receiving information into the automated purchase order system with a receipt data and the quantity of each item that was received. The automated purchase order system automatically sends the received Purchase Order to the Accountant I at the time that goods or services are received.

CONFLICTS OF INTEREST

Introduction

In the course of business, situations may arise in which a Coalition decision maker has a conflict of interest, or in which the process of making the decision may create an appearance of a conflict of interest.

All directors and employees have an obligation to:

1. Avoid conflicts of interest, or the appearance of conflicts, between their personal interests and those of the Coalition in dealing with outside entities or individuals,
2. Disclose real and apparent conflicts of interest to the Board of Directors, and
3. Refrain from participation in any decisions on matters that involve a real conflict of interest or the appearance of a conflict.

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What Constitutes a Conflict of Interest

Conflicts of interest arise when for any transaction the benefits of an interested party may be seen as competing with those of the Coalition. Such conflicts of interest –

Conflict of Interest – A Conflict of Interest exists if a Coalition employee, officer or board member, or a relative (as defined below) or business associate of the employee, officer, or board member, may derive a special private gain or loss, directly or indirectly, by reason of his or her participation in a matter with the Coalition.

1) Relative - means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. (Fla. Stat. 112.3143).

2) “Business associate” means any person or entity engaged in or carrying on a business enterprise with the Coalition employee, officer, or board member, or employee in a partnership, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property.

All employees and directors of Early Learning Coalition of Hillsborough County, Inc. owe a duty of loyalty to the Coalition. This duty necessitates that in serving the Coalition they act solely in the interests of the Coalition, not in their personal interests or in the interests of others.

The persons covered under this policy shall hereinafter be referred to as “interested persons.” Interested persons include all members of the Board of Directors and all employees, as well as persons with the following relationships to directors or employees:

1. Spouses or domestic partners
2. Brothers and sisters
3. Parents, children, grandchildren, and great-grandchildren
4. Spouses of individuals listed in 2 and 3
5. Children of individuals listed in 2
6. Corporations, partnerships, limited liability companies (LLCs), and other forms of businesses in which an employee or director, either individually or in combination with individuals listed in 1, 2, 3, or 4, collectively possess a 35% or more ownership or beneficial interest (based on the IRS definition of disqualified persons in the Internal Revenue Code (IRC) section 4958.)
7. Other relationships such as close friendships may also cause a conflict of interest. These will be evaluated on a case-by-case situation.

Conflicts of interest arise when the interests of an interested party may be seen as competing with those of the Coalition. Conflicts of interest may be financial (where an interested party benefits financially directly or indirectly) or non-financial (e.g., seeking preferential treatment, using confidential information).

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- Include actual conflicts (where a real act, event or transaction has occurred), potential conflicts (e.g., when an employee or his/her immediate family member(s) may receive benefits or profit directly or indirectly), and perceived conflicts (e.g., where the nature and circumstances of the event or transaction would lead a prudent person to believe a conflict exists or may exist).

Include organizational conflicts of interest that occur because of relationships with a parent, affiliate or subsidiary organization.

A conflict of interest arises when a director or employee involved in making a decision is in the position to benefit, directly or indirectly, from his or her dealings with the Coalition or person conducting business with the Coalition. (A potential conflict of interest exists when the director or employee, or his or her immediate family {spouse, parent, child, brother, sister and spouse of parent, child, brother, or sister} owes/receives more than 1% of the benefiting business/profits.)

Examples of conflicts of interest include, but are not limited to, situations in which a director or employee:

1. Negotiates or approves a contract, purchase, or lease on behalf of the Coalition and has a direct or indirect interest in, or receives personal benefit from, the entity or individual providing the goods or services.
2. Negotiates or approves a contract, sale, or lease on behalf of the Coalition and has a direct or indirect interest in, or receives personal benefit from, the entity or individual receiving the goods or services.
3. Employs or approves the employment of or supervises a person who is an immediate family member of the director or employee.
4. Sells products or services in competition with the Coalition.
5. Uses the Coalition's facilities, other assets, employees, or other resources for personal gain.
6. Receives a substantial gift from a vendor, if the director or employee is responsible for initiating or approving purchases from that vendor.

Honoraria Acceptance

An Early Learning Coalition of Hillsborough County employee shall not accept an honorarium for an activity conducted where agency-reimbursed travel, work time, or resources are used or where the activity can be construed as having a relationship to the employee's position with the Coalition; such activity would be considered official duty on behalf of the Coalition. A relationship exists between the activity and the employee's position with the Coalition if the employee would not participate in the activity in the same manner or capacity if they did not hold their position with the Coalition. The employee should make every attempt to avoid the appearance of impropriety.

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An employee may receive an honorarium for activities performed during regular non-working hours or while on annual leave if the following conditions are met:

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- All expenses are the total responsibility of the employee or the sponsor of the activity in which the employee is participating.
- The activity has no relationship to the employee's Coalition duties.

Nothing in this policy shall be interpreted as preventing the payment to the Coalition by an outside source for actual expenses incurred by an employee in an activity, or the payment of a fee to the Coalition (in lieu of an honorarium to the individual) for the services of the employee. Any such payments made to the Coalition should be deposited to the Coalition account and an appropriate entry should be made coded to the same program or department to which the employee's corresponding time was charged.

Disclosure Requirements - Voting Conflicts – section 112.3143(1)(b), F.S.

A director or employee who believes that he or she may be perceived as having a conflict of interest in a discussion or decision must disclose that conflict to the group making the decision. Most concerns about conflicts of interest may be resolved and appropriately addressed through prompt and complete disclosure.

Therefore, Early Learning Coalition of Hillsborough County requires the following:

1. At the inception of employment or volunteer service to the Coalition, and on an annual basis thereafter, the accounting department shall distribute a list of all contractors and vendors with whom the Coalition has transacted business at any time during the preceding year, along with a copy of the disclosure statement to all members of the Board of Directors, the Chief Executive Officer, members of senior management, and employees with purchasing and/or hiring responsibilities or authority. Using the prescribed form, these individuals shall inform, in writing and with a signature, the Chief Executive Officer and the chair of the Finance Committee, of all potential reportable conflicts.
2. During the year, these individuals shall submit a signed, updated disclosure form if any new potential conflict arises.
3. The Chief Executive Officer shall review all forms completed by employees, and the Finance Committee shall review all forms completed by directors and the Chief Executive Officer and determine appropriate resolution in accordance with the next section of this policy.
4. Prior to management, board, or committee action on a contract or transaction involving a conflict of interest, a staff, director, or committee member having a conflict of interest and who attends the meeting shall disclose all facts material to the conflict of interest. Such disclosure shall be reflected in the minutes of the meeting.
5. A staff, director, or committee member who plans not to attend a meeting at which he or she has a reason to believe that the management, board, or committee will act on a matter in which the person has a conflict of interest shall disclose to the chair of the meeting all facts material to the conflict of interest. The chair shall report the disclosure at the meeting and the disclosure shall be reflected in the minutes of the meeting.

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6. A person who has a conflict of interest shall not participate in or be permitted to hear management's, the board's, or the committee's discussion of the matter except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter.
7. A person who has a conflict of interest with respect to a contract or transaction that will be voted on at a meeting shall not be counted in determining a quorum for purposes of the vote. The person having a conflict of interest may not vote on the contract or transaction and shall not be present in the meeting room when the vote is taken, unless the vote is by secret ballot. Such person's ineligibility to vote and abstention from voting shall be reflected in the minutes of the meeting. For purposes of this paragraph, a member of the Board of Directors of the Coalition has a conflict of interest when he or she stands for election as an officer or for re-election as a member of the Board of Directors.
8. If required by Federal awarding agencies, the Coalition will notify those agencies in writing of any *potential* conflict of interest. (2 CFR Part 200.112, *Conflict of interest*)
9. The Coalition will provide additional training as needed and will document annual training processes completed by board members and staff.

When a conflict is identified, the approval for services will need to be approved by two thirds vote of the entire board. Anyone with a conflict must provide notice to the governing board in advance in writing and abstain from any vote in which they have a conflict of interest. Such member shall, prior to the vote being taken, publicly state to the board the nature of the member's interest in the matter from which he or she is abstaining from voting. Within 15 days after the vote occurs, disclose the nature of his or her interest by using Form 8B included below, as a public record in a memorandum filed with the individual responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. (Fla. Stat. 112.3143).

Any related party contracts that are approved by the board will disclosed in writing to the Office of Early Learning along with the minutes of the approval and Form 8B. If the contract is above \$25,000 it will need prior approval from the Office of Early Learning before the contract/transaction is executed. (Fla. Stat. 1002.84(20), 2 CFR Part 200.112).

Resolution of Conflicts of Interest

All real or apparent conflicts of interest shall be disclosed to the Finance Committee and the Chief Executive Officer of the Coalition. Conflicts shall be resolved as follows:

- The Finance Committee shall be responsible for making all decisions concerning resolutions of conflicts involving directors, the Chief Executive Officer, and other members of senior management.
- The chair of the committee shall be responsible for making all decisions concerning resolutions of conflicts involving Finance Committee members.

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- The chair of the Board shall be responsible for making all decisions concerning resolutions of the conflict involving the chair of the Finance Committee.
- The Chief Executive Officer shall be responsible for making all decisions concerning resolutions of conflicts involving employees below the senior management level, subject to the approval of the Finance Committee.

An employee or director may appeal the decision that a conflict (or appearance of conflict) exists as follows:

- An appeal must be directed to the chair of the board.
- Appeals must be made within 30 days of the initial determination.
- Resolution of the appeal shall be made by vote of the full Board of Directors.
- Board members who are the subject of the appeal, or who have a conflict of interest with respect to the subject of the appeal, shall abstain from participating in, discussing, or voting on the resolution, unless their discussion is requested by the remaining members of the board.

Disciplinary Action for Violations of This Policy

Failure to comply with the standards contained in this policy will result in disciplinary action that may include termination, referral for criminal prosecution, and reimbursement to the Coalition or to the government, for any loss or damage resulting from the violation. As with all matters involving disciplinary action, principles of fairness will apply. Any employee charged with a violation of this policy will be afforded an opportunity to explain her or his actions before disciplinary action is taken.

Disciplinary action will be taken:

1. Against any employee who authorizes or participates directly in actions that are a violation of this policy.
2. Against any employee who has deliberately failed to report a violation or deliberately withheld relevant and material information concerning a violation of this policy.
3. Against any director, manager, or supervisor who attempts to retaliate, directly or indirectly, or encourages others to do so, against any employee who reports a violation of this policy.

For more details, staff and board members may also access the following guidance materials:

- For more details on the Entity's Conflict of Interest policy, please refer to the Employee Manual/Handbook.
- For more details on requirements for Related Party activities and Voting Conflicts, please refer to Procurement/Purchasing policies.
- See the Florida Commission on Ethics *Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees*.
- See the Florida Commission on Ethics *Overview of Laws relating to Gifts*.
- See the Florida Commission on Ethics *Overview of Laws relating to Honoraria*.