

MEMORANDUM OF UNDERSTANDING BETWEEN
The Early Learning Coalition of (NAME)
And
The (SCHOOL DISTRICT NAME)

THIS **Amendment I to the Memorandum of Understanding** (“MOU”) is made and entered into by and between the Early Learning Coalition of «ELC Name» (“ELC”), having principal offices at «ELC Address1», «ELC Address2», «ELC City», FL, «ELC Zip Code» and the «District Name» (“District”), having principal offices at «District Address1», «District Address2», «District City», FL, «District Zip Code» and, collectively referred to herein as the “Parties.”

WHEREAS, the Department of Education, Office of Early Learning (“OEL”) has made funding from the CARES Act available to early learning coalitions (ELCs) to transmit to Districts with an approved plan for the Rising Kindergarten Summer Program; and

WHEREAS, the Parties entered into an MOU to establish terms and conditions to implement the program, provide reimbursement for services, and other purposes necessary to carry out the program; and

WHEREAS, the District provides signed assurances certifying its adherence to requirements for state and federal projects administered by the Department of Education (via the Project Application and Amendment Procedures for Federal and State Programs (Green Book)); and

WHEREAS, the MOU may be amended by a written amendment signed by both Parties; and

WHEREAS, the Parties desire to amend the MOU to further clarify the terms and assurances necessary to carry out the program as set forth herein;

NOW, THEREFORE, the parties agree to the following:

1. Section II of the MOU is amended to add the following:

C. Subrecipient determination.

The criteria pursuant to 2 CFR §200.330, *Subrecipient and contractor determinations*, has been reviewed and determined the District is a subrecipient for purposes of this agreement.

2. Section III. A of the MOU is deleted and replaced with the following:

A. Record Requirements

The ELC and the District shall comply with the provisions of Chapter 119, F.S., Sections 1002.72 and 1002.97, F.S., and all applicable state and federal confidentiality laws. Both parties shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g (“FERPA”).

3. Section IV of the MOU is deleted and replaced with the following:

Responsibility for Claims

Each party shall be responsible for all claims, demands, liabilities, suits, damages, costs, and expenses of every kind, including court costs and attorney fees, arising out of this MOU and caused by the party’s owners, principals, agents, employees, contractors or subcontractors while performing under this MOU. Further, the parties assume no liability for the actions or omissions of each other’s agents, representatives, employees, contractors or subcontractors. Nothing herein shall be interpreted as a waiver of the District’s rights including sovereign immunity as set forth in Section 768.28, F.S.

4. Section V. B of the MOU is amended to add the following paragraphs:
 7. If the District elects to provide transportation for children participating in the program, the District agrees to comply with the safety and transportation requirements of Sections 1006.21, F.S. and 1006.22, F.S., and associated administrative rules.
 8. The District agrees it is subject to federal audit requirements as specified in 2 CFR §200 Subpart F, *Audit Requirements*, and annual state financial audits of district school boards as specified in s. 218.39(1)(d), F.S., *Annual financial audit reports*, as it relates to the implementation of the Rising Kindergarten Summer Program.
 9. The District agree it is subject to oversight and monitoring as it relates to the implementation of the Rising Kindergarten Summer Program.
5. Section V. C of the MOU is amended to add the following paragraph:
 4. The ELC shall coordinate with the Office of Early Learning in the oversight and monitoring responsibilities as outlined in applicable federal regulations and state statutes.
6. Section VI of the MOU is amended to add the following paragraph:

Pre-award costs incurred prior to the effective date of this agreement where such costs are necessary for efficient and timely performance of the scope of work are allowable only to the extent that they would have been allowable if incurred after the date of this agreement and only if in compliance with the District’s approved application and budget.
7. Section VII of the MOU is amended to add the following paragraph:

Any interest earned on any funds, including advances, received through this agreement within the fiscal year must be returned to OEL within 30 days after June 30 of the fiscal year the interest was earned to the following address: Office of Early Learning, Attn: Financial Administration and Budget Services, 250 Marriott Drive, Tallahassee, Florida, 32399.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment I to the Memorandum of Understanding (“MOU”) as of the day and year below stated.

Early Learning Coalition	District
By: _____ <i>Authorized Signature</i>	By: _____ <i>Authorized Signature</i>
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____