

**MEMORANDUM OF UNDERSTANDING BETWEEN  
The Early Learning Coalition of «CompanyPostalCode»  
And  
The «CompanyPostalCode»**

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

**WHEREAS**, the Department of Education, Office of Early Learning (OEL) is the designated Lead Agency for the State of Florida, which is the recipient the Child Care and Development Block Grant (CCDBG) funding provided by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020 [P.L. 116-136];

**WHEREAS**, the Department of Education, Office of Early Learning 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;

**WHEREAS**, the District has been approved by OEL in collaboration with the ELC to administer and implement the Rising Kindergarten Summer Program;

**WHEREAS**, the Parties desire to enter into this MOU for the following purposes:

- A. Establish the terms and conditions for the District to implement the 2020 Rising Kindergarten Summer Program; and
- B. Establish reimbursement for services performed by the District, as prescribed by OEL and transfer authority necessary to reimburse the District; and
- C. Such other purposes as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual agreements of the parties set forth in this MOU, and the respective benefits to be received by the Parties pursuant to the MOU, the Parties agree to the terms and agree to be bound by the following conditions set forth herein.

**I. TERM**

This MOU shall begin on July 1, 2020, or the date on which it is signed by both parties, whichever is later and shall be enforced until such time that either, or both parties determine this MOU is null and void. All amendments shall be in writing and approved by both parties.

**II. GENERAL STATEMENT**

**A. Program Description**

The Office of Early Learning (OEL)/Department of Education (DOE) has provided funds to ELCs to transmit to districts to provide a summer program for rising kindergarten students based on practices that produce the greatest gains, targeted to support students with the most significant academic need. The program will help students acclimate to kindergarten, provide a jump start to kindergarten concepts and skills, provide instruction to close/remediate achievement gaps in early literacy.

- B.** The district will complete the application and budget (Attachment 3) and submit to both the ELC and OEL.

## **B. Authority and Funding**

This MOU is funded with Child Care and Development Block Grant funds provided by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, 2020 [P.L. 116-136]. CARES Funding. Funding is contingent upon availability of funds provided by the General Appropriations Act. The level of funding of this agreement is based upon the District's approved 2020 Rising Kindergarten Summer Program Budget, as approved by OEL.

## **III. RECORDS AND CONFIDENTIALITY PROTOCOLS**

### **A. Record Requirements**

The ELC and the District shall comply with the provisions of Chapter 119, F.S., Section 1002.72 and 1002.97, F.S., and all applicable state and federal confidentiality laws.

### **B. Confidential Information**

"Confidential Information" is all data, files, records, including client or child records related to the services provided pursuant to this MOU, and other information (i) that any law of the State of Florida, or the United States (a) exempts the party in possession of the data and information from any legal requirement to disclose and make the data and information available for public review and (b) prohibits or restricts the party in possession of the data and information from disclosing the data and information to other parties, (ii) as it applies to such data, records, and information held by the District, such data, records and information provided by the ELC to the District, and (iii) as it applies to such data, records, and information held by the ELC, such data, records and information provided by the District to the ELC. The ELC and the District shall use, provide, share, transmit, disclose, release, provide and publish Confidential Information, whether to each other or to third parties, only to the extent authorized and permitted by law, including without limitation Chapter 119, F.S. The ELC and the District, including designated contractors, subcontractors or agents, and shall use Confidential Information only as needed to perform and for the purpose of performing their respective obligations under and pursuant to this Agreement and for no other purpose.

### **C. Procedures to Safeguard Confidential Information**

Procedures shall be implemented by the ELC and the District, including contractors, subcontractors or agents to ensure that all Confidential Information is protected from disclosure. The procedures shall be consistent with the information and security policies, protocols, and procedures of the ELC and the District that have been previously provided by each party to the other. Each party acknowledges it received the information and security policies, protocols, and procedures of the other party upon or prior to the execution of this Agreement. The ELC and the District will adhere to any amendments to the security requirements of the other party provided to it during the period of this Agreement. The ELC and the District must also comply with any applicable professional standards of practice with respect to client confidentiality that has been or is hereafter furnished by one party to the other.

**D. Safeguarding Access to Confidential Information**

The ELC and the District, including contractors, subcontractors or agents shall safeguard access to Confidential Information in such a way that unauthorized persons cannot view, print, copy or retrieve the information by any means. Unique authorization is required for each person permitted access to Confidential Information, and access must be properly authenticated and recorded for audit purposes. Without limiting the generality of the foregoing, the ELC and the District shall comply with the following requirements:

**E. Encryption.** All electronic communication and transmission of Confidential Information shall use compatible, industry standard File Transfer Protocol software, using data encryption or a Virtual Private Network connection to ensure a secure file transfer. Confidential Information must be protected with a network firewall using "default deny" rule set required. Servers hosting Confidential Information cannot be visible to the Internet, nor to unprotected subnets. Confidential Information shall not be transmitted through e-mail or social networking sites unless encrypted and secured with a digital signature. Confidential information shall not be stored on any un-encrypted portable storage media or peripheral devices (e.g. laptops, thumb drives, hard drives, etc.) capable of storing the information. Whole disk encryption is required for any portable storage media used.

- 1. Restriction of Employee Access.** Access to Confidential Information shall be restricted to authorized employees, contractors, subcontractors or agents who have a recognized and verifiable need to know in the performance of their official duties under or pursuant to this Agreement.
- 2. Redactions in Reports.** Neither party shall publish any finding, listing, information, report or publication prepared, extracted or derived from, or using Confidential Information unless (i) it has first obtained the prior written consent of the other party and (ii) all personal identifiers and combinations of personal identifiers, that identifies or would, with reasonable effort, permit one to identify an individual or to deduce the identity of an individual to a reasonable degree of certainty, is redacted so the information cannot be used to identify particular individuals or benefits received by particular individuals.
- 3. Notification and Cooperation in the Event of a Breach.** The ELC shall promptly notify the District and the District shall promptly notify the ELC of any breach of security related to Confidential Information that occurs in connection with the transmission, use, handling, or storage of Confidential Information. In the event of any such breach of security the parties shall cooperate in the investigation of the breach and any requirement that any party may have to comply with section 817.5681, F.S., and any similar data breach laws of any other applicable jurisdictions, including but not limited to, any obligation any party may have to provide notification to affected persons.
- 4. Restrictions on Further Disclosure.** Even if authorized and permitted by law to do so, neither party, including contractors, subcontractors or agents shall disclose or provide Confidential Information to any third party unless (i) it informs the third party in writing of the provisions and requirements of this section IV, (ii) the third party agrees in writing to comply with the provisions and requirements of this section IV as if they were imposed on the third party, and (iii) the third party agrees in writing to be responsible and liable to both the ELC and the District if it fails to do so.

## **IV. INDEMNIFICATION**

### **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.

## **V. SCOPE OF WORK**

### **A. ELC and District Shared Responsibilities**

1. The ELC and the District collaborate in the planning of the summer program.

### **B. District Responsibilities**

1. The District shall complete the following attachments of OEL Program Guidance 780.01: Attachment 2 – 2020 Rising Kindergarten Summer Program Application and Attachment 3 – 2020 Rising Kindergarten Summer Program Budget.
2. Upon approval of the District's Application by OEL in collaboration with the ELC, the District shall implement the 2020 Summer Program for Rising Kindergarten Students in accordance with requirements and assurances within OEL Program Guidance 780.01.
3. The District agrees to meet each of the following assurances in the manner described in the District's approved application:
  - a. Assurance 1: Target Students with the Most Significant Pre-Academic Need
  - b. Assurance 2: Target Effective Teachers to Provide Services
  - c. Assurance 3: Summer Program Staff Training
  - d. Assurance 4: Promote Student Attendance
  - e. Assurance 5: Parent Communication Plan
  - f. Assurance 6: Assessment/Progress Monitoring
  - g. Assurance 7: Instructional Time
  - h. Assurance 8: Content and Instruction
4. The District shall provide an End of Program report to the ELC and OEL in accordance with the manner described by OEL.
5. The District agrees to method of payment as described in section VI of this agreement.
6. The District agrees to refund any unexpended balance at the end of the program to the ELC.

### **C. ELC Responsibilities**

1. The ELC shall coordinate with the Office of Early Learning in the review and approval of the District's application and budget.
2. The ELC shall transfer funds to the District upon OEL's approval of the District's 2020 Rising Kindergarten Summer Program in Budget (OEL Program Guidance 780.01 Attachment 3).
3. The ELC shall coordinate with the Office of Early Learning in the review and approval of the District's End of Program Report.

**VI. TRANSFER OF FUNDS**

The ELC will transfer funds to the District for services in accordance with the District's OEL-approved 2020 Rising Kindergarten Summer Program Application (OEL Program Guidance 780.01 Attachment 2).

The level of funding to the District shall be based upon the District's OEL-approved 2020 Rising Kindergarten Summer Program Budget (OEL Program Guidance 780.01 Attachment 3).

The ELC's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

**VII. RECOUPMENT OF FUNDS**

Funds transferred to the District shall be used for the sole purpose of providing the 2020 Rising Kindergarten Summer Program in accordance with the District's approved 2020 Rising Kindergarten Summer Program Application and 2020 Rising Kindergarten Summer Program Budget (OEL Program Guidance 780.01 Attachments 2 and 3). The District shall account for all funds expended for the purposes of this agreement. Funds transferred are subject to subsequent monitoring and/or auditing and shall be subject to recoupment if not expended in accordance with the purposes herein.

**VIII. APPLICABLE LAW**

This MOU shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for purposes of any action brought hereunder shall lie in «ELC County»County, Florida.

**IX. SEVERABILITY**

In the event any provision contained in this MOU is determined to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this MOU shall not be affected or impaired thereby, and shall be administered by the parties as if the invalid provision had never been included herein.

**X. ENTIRE MOU**

This MOU constitutes the entire agreement between the parties and supersedes any prior written or oral, or other agreement, statement, or practice between the parties relating to the subject matter of this MOU. The parties hereto acknowledge that no statement, representation, promise, agreement, warranty or covenant has been made by any party except as expressly set forth herein.

**XI. AMENDMENT**

With the exception of the contact liaisons specified below, this MOU may be amended only by a written **amendment** signed by both parties. Contact Liaison changes may be provided without formalized amendment by providing an email notification of the change to the other parties.

**XII. TERMINATION**

The ELC or District may cancel this Agreement, without cause, for its convenience, and without additional cost or responsibilities to each other, by giving no less than thirty (30) days written notice. All cancellation notices shall be sent by certified mail, or other delivery service with proof of delivery.

**XIII. CONTRACT LIAISONS**

1. The ELC designates as its liaison for all issues relating to this MOU, INSERT NAME, whose title is INSERT TITLE, and who can be contacted by telephone at INSERT NUMBER or by email at INSERT EMAIL and whose address is INSERT ADDRESS.
  
2. The District designates as its liaison for all issues relating to this MOU, INSERT NAME, whose title is INSERT TITLE, and who can be contacted by telephone at INSERT NUMBER or by email at INSERT EMAIL and whose address is INSERT ADDRESS.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized officers to execute and deliver this MOU as of the day and year below stated.

**Early Learning Coalition**

**District**

By: \_\_\_\_\_

By: \_\_\_\_\_

*Authorized Signature*

*Authorized Signature*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_