

### Early Learning/School District Application

**EARLY LEARNING COALITION OF:** Early Learning Coalition of Sarasota County, 1750 17<sup>th</sup> Street, Building L, Sarasota, Florida 34234 (941) 954-4830

**SCHOOL DISTRICT OF:** SARASOTA COUNTY SCHOOLS, 1960 LANDINGS BLVD, SARASOTA, FLORIDA 34231, (941)927-9000

The Office of Early Learning (OEL)/Department of Education (DOE) is providing funds for districts to provide a 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. The program may also be extended to August 31, 2020 to provide additional supports to kindergarten students who may or may not have had the opportunity to participate in the portion of the program.

The district will complete the application and budget (Attachment 3) and submit to both the local early learning coalition and OEL via [VPKQuestions@oel.myflorida.com](mailto:VPKQuestions@oel.myflorida.com).

*This program timeline above was extended through December 31, 2020 and includes provisions for ANY current kindergarten student identified through district-determined assessment criteria and teacher recommendation as in need of intervention programming.*

#### I. TIMELINE FOR CONSULTATION WITH THE EARLY LEARNING COALITION

The Sarasota County School District will work with the Early Learning Coalition (ELC) of Sarasota in reviewing the Memorandum of Understanding (MOU) and this application for submission to the Office of Early Learning (OEL) by October 16, 2020. Results of Pre and Post Assessments for targeted Kindergarten students will be shared with the ELC at the conclusion of the program, no later than January 30, 2021.

#### II. CERTIFICATION OF ASSURANCES AND PROGRAM DESCRIPTION

The district agrees to the following assurances. Describe how the district will meet each of these assurances.

**Assurance 1: Target Students with the Most Significant Pre-Academic Need:** The school district will assure that rising kindergarten students with evidence of limited language and emergent literacy skills are given priority to instruction and support. The district will use the following indicators to identify students:

- i-Ready Assessment scores from Assessment Period 1 (AP1), students performing in the lowest 25<sup>th</sup> percentile of all students enrolled at individual school sites and within individual classrooms within Sarasota County Kindergarten Programs and/or below expectations in one or more domains between Assessment Period (AP1); and
- Children selected for targeted intervention will also be based on teacher recommendation following a review of i-Ready AP1 data. Teachers will review ongoing classroom progress monitoring assessment and observation information when selecting targeted students and throughout the intervention period.
- Post Data will include i-Ready Assessment results for Assessment Period 2 (AP2) at the end of the Assessment Window open from December 3, 2020 through December 20, 2020.

i-Ready is a comprehensive assessment and instruction program that meets Every Student Succeeds Act (ESSA) criteria as an evidenced-based intervention tool. Teachers may use additional observation and progress monitoring information in order to ensure full program student participation. The Rising Kindergarten Program is open to all rising kindergarteners regardless of previous participation in any preschool program.

*Include an explanation on how Kindergarten teacher recommendations will be solicited (The program originally targeted rising Prekindergarten students, now currently enrolled kindergarten students):*

The Sarasota County Curriculum and Instruction Department is comprised of Elementary Specialists serving various content areas, including English and Language Arts (ELA). There are also 55 Reading Recovery Teachers (Coaches) throughout the District available and trained to support teachers in reviewing and analyzing reading assessment data. Using selection criteria from district, individual school site and individual classrooms, District ELA Specialists and Reading Recovery Teachers (Coaches) will work directly with Kindergarten teachers at all sites in utilizing AP1 Reports from i-Ready to identify the students performing in the lowest 25<sup>th</sup> percentile and/or those students below expectations in the Reading Domains: Phonological Awareness, Phonics, High-Frequency Words, Vocabulary, Comprehension-Literature, and Comprehension-Information Text. Students targeted for this Program will have been identified both at the district level through the results of the i-Ready AP1 Assessment. Elementary ELA Specialists along with Reading Recovery Teachers (Coaches) will work with the Kindergarten teachers in reviewing these results from the AP1 i-Ready reports and solicit teacher recommendation for the students targeted on this report. Teacher recommendations will be based on the AP1 report, ongoing classroom observation and progress monitoring information from classroom-based assessment tools.

The Intervention Program selected by the Sarasota County School District is flexible enough to include a broad targeted population with an impact beyond the students receiving the intervention and direct lessons. There are seventy-five teachers and over 200 students and families throughout the District, including Charter Schools, that would be the direct recipient of this intervention program.

**Assurance 2: Target Effective Teachers to Provide Services:** All Sarasota County School teachers working with rising kindergarten students hold necessary certification to teach Kindergarten students and have met the requirements of "effective" based on ongoing teacher evaluations using the qualitative component known as Professional Rubrics Investing and Developing Educator Excellence (PRIDE) based on the Florida Educator Accomplished Practices (FEAPs) and the Student Growth Model (SGM) resulting in a calculated Value Added Model (VAM) score. All Reading Recovery Teachers hold Reading Endorsement and have participated in Graduate Level Reading Training and hold certifications as Early Literacy Interventionists (ELIs).

**Assurance 3: Program Staff Training:** The district will provide training for all instructional staff responsible for the implementation of the Intervention Program. The training will include a focus on ongoing positive reinforcement, an emphasis on students developing independence and self-confidence in emergent literacy instructional strategies based on beginning kindergarten standards, and strategies to promote social and emotional well-being as related to literacy development for independence in kindergarten. On November 2, 2020, the District has a planned Professional Development Day. During this time period, Kindergarten teachers and Reading Recovery Teachers (Literacy Coaches) will receive professional development training to ensure effective implementation of the Fountas & Pinnell Leveled Literacy Intervention System (LLI) program. The training components will include the following:

- 15 Keys to Intervention

- Introduce coding oral reading
- Scoring and analyzing reading behavior
- Comprehension conversations
- Selection and forming of groups
- Fidelity of lesson implementation
- Scheduling
- Use of LLI resources
- Assessment

Additional follow up coaching, training and support for staff may be provided throughout the Intervention Program Period and aligned with the practices above. This coaching, training and support will include explicit, systematic and multi-sensory approaches to teaching early literacy in alignment with goals indicated in Just Read, Florida! Office in s. 1001.215(8) F.S.

**Assurance 4: Promote Student Attendance:** Students participating in this program will be currently enrolled in Kindergarten programs and will have no need of additional transportation as the program will take place during the normal school day. Families of students participating in the program will be provided the weekly/daily schedule for the intervention program, including an outline and the expectations and will have signed an agreement as to their awareness of components and Fountas & Pinnell Leveled Literacy Intervention System (LLI) and the relationship between high attendance rates and positive student achievement outcomes, especially as this intervention is designed for a thirty day window of intensive intervention.

**Assurance 5: Parent Communication Plan:** The district will provide families with an overview of the program by providing an Fountas & Pinnell Leveled Literacy Intervention System (LLI) through an LLI Parent Connection letter(s), (available in multiple languages), online resources and a product access code provided to the teachers to differentiate for ongoing family support. This access would be extended throughout the remainder of the 2020-2021 School Year (SY). These letters and resources will provide families with tips on how they can help prepare their child for a successful start to kindergarten and to reinforce students' early literacy skills at home. In addition, teachers will assure parents receive ongoing daily information regarding follow up reading and assignments, including books to read at home, tips for activities and information as to student progress and attendance in the intervention for the day.

**Assurance 6: Assessment/Progress Monitoring:** The district, in partnership with OEL, will provide kindergarten teachers with i-Ready data, for each child they will teach, prior to the start date of the program, as available. This data will include those students performing in the lowest 25<sup>th</sup> percentile for the individual school site, according to i-Ready. The district ELA Program Specialists and Reading Recovery Teachers (Literacy Coaches) for K-2 will support teachers with monitoring progress and adjusting instruction based on child data, as well as conduct pre/post assessments to measure impact of the program considering the assessment administration process and supports needed to effectively prepare rising kindergartners to complete the assessment. The district will use the i-Ready tool which is delineated in the district's K-12 reading plan as well as progress monitoring assessment information utilized at each individual school site and classroom. Data from participating students will indicate gains of greater than 10% reading growth between AP1 and AP2. Students selected for this Intervention Program will evidence end of the year scores as meeting or exceeding a 24% growth threshold by the end of the year as indicated on an i-Ready Efficacy: Research on i-Ready Program Impact Report from 2017 (Retrieved October 7, 2020 from [http://www.ectacfl.net/uploads/2/2/1/6/22162720/i-ready\\_essa\\_brochure\\_2017.pdf](http://www.ectacfl.net/uploads/2/2/1/6/22162720/i-ready_essa_brochure_2017.pdf)) . The results of the pre/post assessments and an End of Program Report for i-Ready AP2 will be reported to OEL/DOE, in the manner prescribed within 30 days after the completion of the

program, January 30, 2021.

**Assurance 7: Instructional Time:** Kindergarten Teachers and Reading Recovery Teachers (Literacy Coaches) will implement the Fountas & Pinnell Leveled Literacy Intervention System (LLI) for a period of 25-30 days, beginning November 3, 2020, and finishing December 18, 2020. Teachers will implement a total of 25-30 minutes per student at least four days a week. Teachers will be implementing the Intervention Program with groups of 4 students and teachers may have multiple groups of students, depending on need. There will be a total of 25 Elementary School Sites, with over 75 teachers and 50 classrooms involved in the Intervention Program. Based on estimates, over 200 students and families will be positively impacted with the program, with the potential of broader impact throughout ALL kindergarten classrooms, including beyond the Intervention Program window. LLI is designed to be delivered daily during this period using developmentally appropriate strategies and instruction to ensure the effective implementation of intensive intervention designed to maximize progress within a short period window. LLI will be available and continue to be implemented beyond the AP2 Assessment Window. Kindergarten AP2 data collected at the end of the Intervention Program window will be provided to the OEL/ELC in accordance with the requirement of this application. Assessment Period 3 (AP3) data will be available in the Spring of 2021, upon request.

**Assurance 8: Content and Instruction:** Sarasota County will assure the use of literacy strategies, practices and programs with strong or moderate evidence levels, as defined by Every Student Succeeds Act (ESSA), for improving student outcomes. Fountas & Pinnell Leveled Literacy Intervention System (LLI) is a proactive, preventative and proven intervention to help students struggling with literacy skills. Students selected for participation in the program will benefit from targeted intervention and supports specifically in early literacy development. This instructional delivery model is part of a larger initiative that has in the past targeted students primarily at the first-grade and second-grade levels. Extending this opportunity to kindergarten will help to "bridge any gaps" that may have been created due to the lack of available VPK programming in Spring and Summer of 2020. Daily instruction will include:

- Activities to model and reinforce literacy development skills that are essential throughout Kindergarten, First and Second Grade in becoming a proficient reader and writer.
- LLI includes the use of "read aloud" books promoting student discussions about a variety of topics including school expectations and requirements of being an engaged, independent learner.
- Explicit and systematic instruction in phonological awareness, phonics, language and vocabulary development, and listening comprehension, based on child need.
- "Read alouds," "Think alouds" and Guided Reading using books to build knowledge and familiarity with kindergarten concepts.
- Differentiated small group and/or one-on-one targeted instruction to meet the needs of each individual child.
- Follow up opportunities for developing independence and self-confidence through self-selected activities and building and maintaining relationships with adults and peers.

The Fountas & Pinnell Leveled Literacy Intervention System (LLI) will be implemented beginning November 3, 2020 through December 18, 2020 and will consist of 25-30 days of intensive intervention for targeted students as well as opportunities for families to have access to content and resources to continue with this support at home throughout the remainder of the 2020-2021 School Year (SY). LLI is an intensive, small group, supplemental literacy intervention designed to help struggling readers achieve grade-level competency. The intervention provides explicit instruction in phonological awareness, phonics, fluency, vocabulary, reading comprehension, oral language skills, and writing. The What Works Clearinghouse (WWC) provides educators, policymakers, researchers with a central source of scientific evidence on what works in education to improve

dent outcomes. WWC findings were that this Leveled Literacy Intervention has positive effects on general reading achievement. The goal is to help decision-makers contend with differing messages from research studies and product offerings and to lift the literacy achievement of students who are not achieving grade-level expectations in reading. The following outcomes provided by this intervention system are of utmost critical importance:

- Supports the literacy learning of students not yet meeting grade-level expectations in reading
- Deepens and expands critical comprehension
- Provides needed professional literacy guidance and expands the expertise of the teachers
- Dramatically increases the volume of reading by engaging students in large amounts of successful daily reading
- Provides a way for homeroom and resource teachers to intervene with small group of struggling readers while meeting their literacy needs daily
- Monitoring of student progress

The What Works Clearinghouse found *Fountas & Pinnell Leveled Literacy Intervention* to have a positive effect on general reading achievement based on a comprehensive review of available evidence. The extent of the available evidence is medium to large. For more information, visit <https://ies.ed.gov/ncee/wwc/InterventionReport/679>

**LLI Orange System**, Second Edition features include:

- Revised Phonics & Letter/Word Work
- Refined Comprehension Conversation in assessments
- Refined Discussing and Revisiting Text
- Revision of the Analysis of Text Characteristics for each book to align with [\*The Fountas & Pinnell Literacy Continuum\*](#)
- Inclusion of the [\*Fountas & Pinnell Prompting Guide, Part 2 for Comprehension: Thinking, Talking, and Writing\*](#)
- NEW LLI Ready Resources
- NEW System Guide.

**LLI Orange System**, Second Edition Instructional features include:

- 14–18 weeks of explicit, direct instruction
- 30-minute lessons, 5 days a week
- recommended teacher-to-student ratio of 1:4
- systematic intensive work in phonemic awareness, letters, and phonics.

**Components included:**

- [110 Books – 4 copies of each](#)
- 10 Getting Started Lap Books
- [Take-Home Books](#) (6 copies each)
- *System Guide*
- *Lesson Guide, Volumes 1 & 2*

- Fountas & Pinnell Prompting Guide, Part 1 for Oral Reading and Early Writing
- Fountas & Pinnell Prompting Guide, Part 2 for Comprehension: Thinking, Talking, and Writing
- When Readers Struggle: Teaching That Works
- My Writing Book (126 books)
- Take-Home Bags (18 bags, 6 of each color)
- Lesson Folders (110 folders)
- Student Folders (18 folders)
- Fountas & Pinnell Leveled Literacy Intervention (LLI) Ready Resources, Orange System
- Online Resources access
- F&P Calculator/Stopwatch
- One-Year Trial of the Online Data Management System

### Green kit Components:

#### Components

- 130 Books – 4 copies of each
- 10 Getting Started Lap Books
- Take-Home Books (6 copies each)
- System Guide
- Lesson Guide, Volumes 1, 2 & 3
- Fountas & Pinnell Prompting Guide, Part 1 for Oral Reading and Early Writing
- Fountas & Pinnell Prompting Guide, Part 2 for Comprehension: Thinking, Talking, and Writing
- When Readers Struggle: Teaching That Works
- My Writing Book (126 books)
- Take-Home Bags (18 bags, 6 of each color)
- Lesson Folders (130 folders)
- Student Folders (18 folders)
- Fountas & Pinnell Leveled Literacy Intervention (LLI) Ready Resources, Green System
- Online Resources access
- F&P Calculator/Stopwatch
- One-Year Trial of the Online Data Management System

*Include information if the program is extended to August 31, 2020. This program has been extended to December 31, 2020.*

### III. BUDGET (See Attachment 3)

Signature of Authorized School District Representative

Name *Laura Kingsley* Date *10/12/20*  
 Title Assistant Superintendent and Chief Academic Officer Email *laura.kingsley@sarasotacounty schools.net*



**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**The Early Learning Coalition of Sarasota 34234**  
**And**  
**The Sarasota County School District 34231**

THIS Memorandum of Understanding ("MOU") is made and entered into by and between the Early Learning Coalition of Sarasota ("ELC"), having principal offices at 1750 17<sup>th</sup> Street, Building L, Sarasota Florida, 34234, and the Sarasota County School District, having principal offices at 1960 Landings Boulevard, Sarasota, Florida 34231 and, 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 Program;

**WHEREAS**, the District has been approved by OEL in collaboration with the ELC to administer and implement the Rising Kindergarten 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 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 party terminates it pursuant to paragraph XII below. 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 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.

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 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 III, (ii) the third party agrees in writing to comply with the provisions and requirements of this section III 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 program.

##### **B. District Responsibilities**

1. The District shall complete the following attachments of OEL Program Guidance 780.01: Attachment 2 – 2020 Rising Kindergarten Program Application and Attachment 3 – 2020 Rising Kindergarten Program Budget.
2. Upon approval of the District's Application by OEL in collaboration with the ELC, the District shall implement the 2020 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: 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 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 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 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 Program in accordance with the District's approved 2020 Rising Kindergarten Program Application and 2020 Rising Kindergarten 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 the Twelfth Judicial Circuit Court in and for Sarasota, 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, Janet Kahn, whose title is Executive Director, and who can be contacted by telephone at 941-954-4830 extension 220 or by email at [jkahn@earlylearningcoalitionsarasota.org](mailto:jkahn@earlylearningcoalitionsarasota.org) and whose address is 1750 17<sup>th</sup> Street, Building L. Sarasota, FL 34234
2. The District designates as its liaison for all issues relating to this MOU, Dr. Laura Kingsley, whose title is Assistant Superintendent and Chief Academic Officer, and who can be contacted by telephone at 941-927-9000 extension 31105 or by [laura.kingsley@sarasotacountyschools.net](mailto:laura.kingsley@sarasotacountyschools.net) and whose address is 1960 Landings Blvd. Sarasota, L 34231

**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**

By: Janet Kahn  
Authorized Signature

Name: Janet Kahn

Title: Executive Director

Date: 10/9/2020

### **District**

By: L Kingsley  
Authorized Signature

Name: Laura Kingsley

Title: Assistant Superintendent

Date: 10/12/20

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**The Early Learning Coalition of Sarasota 34234**  
**And**  
**The Sarasota County School District 34231**

**THIS Amendment I to the Memorandum of Understanding ("MOU") is made and entered into by and between the Early Learning Coalition of Sarasota ("ELC"), having principal offices at 1750 17<sup>th</sup> Street, Building L, Sarasota Florida, 34234, and the Sarasota County School District, having principal offices at 1960 Landings Boulevard, Sarasota, Florida 34231 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 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 Program.
9. The District agree it is subject to oversight and monitoring as it relates to the implementation of the Rising Kindergarten 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**

By: Janet Kahn

*Authorized Signature*

Name: Janet Kahn

Title: Executive Director

Date: 10/9/2020

**District**

By: Laura Kingsley

*Authorized Signature*

Name: Laura Kingsley

Title: Assistant Superintendent

Date: 10/12/20