

Agenda Item Number 7.01(1)

**Taylor County District School Board
Office of the Superintendent
Agenda Item for School Board Approval**

Date Submitted 09/23/2020 Board Meeting Date 10/06/2020

Date agenda item is due in the Superintendent's Office 09/25/2020

Person submitting the item: Sharon Hathcock - DOI

Name of document placed on agenda: 2020 Rising Kindergarten

Summary description regarding this action item:

Please review and approve the attached 2020 Rising

Kindergarten Program that was approved by the Department

of Education or the 2020-2021 School Year.

APPROVED

OCT 06 2020

By Taylor County
School Board

Signatures Required

Yes

No

Reviewed by:

Director of Finance _____

The action described above is provided for and is consistent with relevant contract and grant provisions and the Board approved budget as amended.

Director of Personnel _____

The action described above is provided for and is consistent with the Board approved staffing plan and collective bargaining agreements.

Director of Instruction Sharon Hathcock

The action described above is provided for and is consistent with relevant Federal programs and the Board approved School Improvement, Instructional and Curriculum Plans.

Superintendent _____

TCSB # 0607-3

Early Learning/School District Application

EARLY LEARNING COALITION OF:

SCHOOL DISTRICT OF:

The Office of Early Learning (OEL)/Department of Education (DOE) is providing funds for 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. 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 summer 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.

I. TIMELINE FOR CONSULTATION WITH THE EARLY LEARNING COALITION

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 summer instruction and support. The district must use the following indicators to identify students:

- Voluntary Prekindergarten (VPK) Assessment scores (below expectations in one or more domains between Assessment Period (AP) 1 and AP2); and
- Children who have not had access to/attended VPK during the pandemic.

Districts may use additional priority indicators in order to ensure full program student participation. The Rising Kindergarten Summer Program is open to all rising kindergarteners regardless of previous participation in any preschool program.

After the baseline i-Ready baseline diagnostic assessment is completed, the incoming Kindergarten student data will be reviewed. Students scoring in the bottom quartile will be identified for intensive literacy intervention.

A minimum of 75 hours of literacy intervention will be provided to these students by December 18, 2020.

Start Date: October 13, 2020

End Date: December 18, 2020

Assurance 2: Target Effective Teachers to Provide Services: Teachers working with rising kindergarten students must either be certified in elementary education or another appropriate field or hold VPK instructor credentials. The district will incentivize summer teachers (differentiated pay, pay based on performance, etc.) to recruit highly qualified and highly effective teachers, based on having an endorsement or certification in reading.

The Taylor County School District will contract with certified HQ teachers to provide intensive intervention in a small group setting using either a push-in or pull-out model. Oversight of the program will be facilitated by the MTSS coordinator.

Assurance 3: Summer Program Staff Training: The district will provide training to summer staff, including but not limited to administrators, coaches and teachers. The training will include a focus on: daily routines with ongoing positive reinforcement, an emphasis on students developing independence and self-confidence, emergent literacy instructional strategies based on beginning kindergarten standards, and strategies to promote social and emotional well-being for independence in kindergarten.

Taylor County Pre-K is co-located with the k-2 primary grade levels. The school-based instructional coach will provide or facilitate professional development on managing the classroom environment with a focus on student social-emotional well-being. During pre-planning the school-based leadership team provided initial training on these topics.

Assurance 4: Promote Student Attendance: The district will provide transportation and meals to participants to the extent practicable and must describe how the lack of transportation will not be a barrier to participation.

Transportation and meals are provided free of charge daily. Needy students are also provided weekend meals through our backpack program.

Assurance 5: Parent Communication Plan: The district will develop and implement a communications plan to provide relevant information for summer program administrators and staff and for ongoing communication with summer staff and families. 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, the district will assure parents receive weekly phone calls and/or emails, including messages about the importance of attendance.

Taylor County Primary School shares information weekly with families using the Wednesday Parent Folders and posts resources and guidance on the school website and Facebook. The Title I Parent Liaison communicates with families regularly.

Assurance 6: Assessment/Progress Monitoring: The district, in partnership with OEL, will provide teachers with child assessment data, for each child they will teach, prior to the start date of the summer program, as available. This data could include VPK Assessment scores or data collected informally during prekindergarten, if a child attended a VPK, School Readiness, or other prekindergarten program. The district 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 summer program considering the assessment administration process and supports needed to effectively prepare rising kindergartners to complete the assessment. The district will use the tool delineated in the district's K-12 reading plan or another appropriate instrument. The results of the pre/post assessments and an End of Program Report will be reported to OEL/DOE, in the manner prescribed within 30 days after the completion of the program.

The impact of the Rising K intensive literacy intervention will be measured through comparison of student i-Ready student achievement data – AP 1 compared to AP 2.

Assurance 7: Instructional Time: The district will provide a minimum of 75 hours of instructional hours over the course of 4-6 weeks, 4-5 days per a week. For rising kindergartners, consideration shall be made for the delivery model that will best meet the children’s needs to ensure the program is developmentally appropriate.

Students will each receive 30 minutes, or more, of intensive literacy intervention daily through December 18, 2020.

Assurance 8: Content and Instruction: The district will assure the use of literacy strategies, practices and programs with strong or moderate evidence levels, as defined by the Every Student Succeeds Act, for improving student outcomes. Consider the instructional delivery model that will best meet the needs of children to ensure the program is developmentally appropriate. Daily instruction must include:

- Opportunities for developing independence and self-confidence through self-selected activities and building and maintaining relationships with adults and peers.
- Activities to model and reinforce daily routines (e.g., classroom, lunchroom and playground).
- Use read alouds with books about going to kindergarten to promote student discussions about formal schooling.
- Explicit and systematic instruction in phonological awareness, phonics, language and vocabulary development, and listening comprehension, based on child need
- Read alouds/think alouds using books to build knowledge and familiarity with kindergarten concepts. (e.g., book lists from the newly adopted B.E.S.T. ELA Standards)
- Whole group, small group and/or one-on-one targeted instruction to meet the needs of each individual child.

Students will be provided many opportunities to develop independence and self-confidence. Literacy and read-alouds are a part of daily instruction. Books from the B.E.S.T. ELA Standards booklist will be purchased for use with part of the Rising K funding. The intensive literacy intervention time will provide additional explicit and systematic instruction in phonological awareness. Students will be grouped according to need and differentiated support will be provided in a small group setting.

Include information if the program is extended to August 31, 2020.

III. BUDGET (See Attachment 3)

Budget is also attached.

CLEAR ALL DATA	Enter the Total Grant Allocation		Total Budget	\$	31,600.00
	Early Learning Coalition of the Big Bend Region		Remaining	\$	-
	Enter District Name Below	Taylor			

CALCULATE

Function	Object	Narrative	Salary/Unit Costs	FTE Position	Quantity	Total Cost
		5100 - 510 Supplemental early literacy curriculum materials to be used during intervention	\$ 350.00	0	6	\$ 2,100.00
		5100 - 510 BEST ELA Standards books from the booklist	\$ 2,900.00	0	1	\$ 2,900.00
		5100 - 310 Contractually hire 4 HQ certified teachers to provide intensive intervention services for identified 20-21 BQ Kindergarten students (80 hours x 6 teachers x 45.00 per hour)	\$ 3,600.00		6	\$ 21,600.00
		5100 - 730 Professional development stipends for teachers participating and successfully completing first semester requirements of the Early Childhood Language Project (10 teachers X \$500.00)	\$ 500.00	0	10	\$ 5,000.00
						\$ -

IV. RISING K PLAN NARRATIVE

The Taylor County School District Plans to use the \$ 31,600.00 Rising K allocation to assist in mitigating the deficiencies caused by COVID 19 School Closures during the 2019-2020 school year for the 2020-2021 kindergarten cohort in the following manner:

1. Purchase supplemental phonological awareness, phonics, language and vocabulary development materials.
2. Purchase BEST ELA Standards books from the book list along with curricular related materials for instruction.
3. Contractually hire retired, HQ certified teachers to provide, at a minimum, 75 hours of intensive intervention for the rising 20-21 K students that score in the bottom quartile. Determination of the BQ students will be completed when the i-Ready baseline diagnostic assessment is completed.
4. Provide 1st semester Early Language Project teachers that successfully complete required professional development and related activities and observations.
5. Program impact will be measured through comparison of student i-Ready student achievement data - AP 1 compared to AP 2.

Signature of Authorized School District Representative

Name Darryl A. Glover Date September 16, 2020
Title Superintendent Email Darryl.glover@taylor.k12.fl.us

Name Liberty Murphy Date 9/16/2020
Title Chief Executive Officer (ELC) Email lmurphy@elc.bigbend.org

Name Sharon K Hathcock Date September 11, 2020
Title Director of Instruction Email Sharon.hathcock@taylor.k12.fl.us

CLEAR ALL DATA	Enter the Total Grant Allocation			Total Budget	\$	31,600.00
	Early Learning Coalition of the Big Bend Region					
	Enter District Name Below			Remaining	\$	-
	Taylor					
						CALCULATE
Function	Object	Narrative	Salary/Unit Costs	FTE Position	Quantity	Total Cost
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total						\$ 31,600.00

MEMORANDUM OF UNDERSTANDING BETWEEN
The Early Learning Coalition of the Big Bend Region
And
The Taylor County School District

THIS **Amendment I to the Memorandum of Understanding** (MOU) is made and entered into by and between the Early Learning Coalition of the Big Bend Region (ELC), having principal offices at 2639 North Monroe Street, Building C-300, Tallahassee, FL 32303 and the Taylor County School District, having principal offices at 318 North Clark Street, Perry, FL 32347 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 District 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:

I. 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 determination*, 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 U C 1232g ("FERPA").

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

Responsibility for Claim

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: <u>Danny Glover Jr.</u> <i>Authorized Signature</i>
Name: _____	Name: <u>Danny Glover Jr.</u>
Title: _____	Title: <u>Superintendent</u>
Date: _____	Date: <u>7-30-20</u>

APPROVED

JUL 28 2020

By Taylor County
School Board

**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.

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.

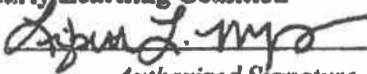
XII. TERMINATION

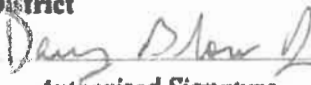
The ELC or District may cancel this Agreement, without cause, for its convenience, and without additional cost or responsibilities to each other, by giving no less than thirty (30) days written notice. All cancellation notices shall be sent by certified mail, or other delivery service with proof of delivery.

XIII. CONTRACT LIAISONS

1. The ELC designates as its liaison for all issues relating to this MOU, Lizbeth L. Murphy, whose title is Chief Executive Officer, and who can be contacted by telephone at 850-552-7346 or by email at lmurphy@elcbigbend.org and whose address is 2639 N. Monroe, St. C-300, Tallahassee, FL 32303.
2. The District designates as its liaison for all issues relating to this MOU, Sharon Hathcock, whose title is Director of Instruction, and who can be contacted by telephone at 850-838-2500 or by email at Sharon.hathcock@taylor.k12.fl.us and whose address is 318 North Clark Street, Perry, FL 32347.

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: 
Authorized Signature
Name: Lizbeth L. Murphy
Title: CEO
Date: 9/21/2020

District
By: 
Authorized Signature
Name: Superintendent
Danny Glover Jr.
Title:
Date: 9-21-20