



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-10-06 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Grants Administration

Special Order Request	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time		
Open Agenda	<input checked="" type="radio"/> Yes	<input type="radio"/> No

ITEM No.:

EE-5.

TITLE:

Agreement with the Early Learning Coalition of Broward County

REQUESTED ACTION:

Approve the Agreement between The School Board of Broward County, Florida, and the Early Learning Coalition of Broward County (ELC-BC).

SUMMARY EXPLANATION AND BACKGROUND:

The Rising Kindergarten grant program is funded by the Florida Department of Education, Office of Early Learning. Funding is part of the Child Care Development Fund (CCDF) portion of the CARES (Coronavirus Aid, Relief, and Economic Security) Act and will be allocated to each early learning coalition. This subaward agreement with the ELC-BC outlines the Rising Kindergarten award management. This grant was approved at the September 15, 2020, Regular School Board Meeting.

The Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

The positive financial impact is \$1,192,800. There is no additional financial impact to the District.

EXHIBITS: (List)

(1) Executive Summary (2) ELC Agreement

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Dr. Nicole Mancini	Phone: 754-321-1850
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

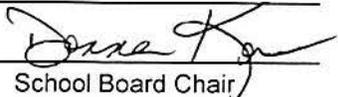
Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods
9/29/2020, 4:18:10 PM

Approved In Open Board Meeting On:

OCT - 6 2020

By: 
School Board Chair

AGREEMENT EXECUTIVE SUMMARY

Grant Program	Florida Department of Education, Office of Early Learning - Rising Kindergarten Program
Status	New - Formula
Funds Requested	\$1,192,800 (awarded)
Financial Impact Statement	The positive financial impact is \$1,192,800. The grant program is funded by the Florida Department of Education, Office of Early Learning. Funding is part of the Child Care Development Fund (CCDF) portion of the CARES Act and will be allocated to each early learning coalition. Broward County Public Schools (BCPS) will enter into a subaward agreement with the Early Learning Coalition of Broward County (ELC-BC) for award management. There is no additional financial impact to the District.
Schools Included	Districtwide
Managing Department/School	Elementary Learning
Source of Additional Information	1. Dr. Nicole Mancini, Director – Elementary Learning 754-321-1850 2. Stephanie Williams-Louis, Director – Grants Administration 754-321-2260 (GA)
Project Description	<p>BCPS proposes the Kindergarten Acceleration Launch and Learn initiative to mitigate summer and COVID-19 pandemic related learning loss for our most fragile rising Kindergarten students. Summer learning loss can be substantial for many students and school closures due to the pandemic have compounded the problem. The Kindergarten Acceleration Launch and Learn initiative will ensure rising Kindergarten students for the 2020-2021 school year with the most need have meaningful face-to-face extended learning services on school campuses when BCPS moves to Phase 2 of the Governor’s Plan for Florida’s Recovery and the district approves the safe return of Kindergarten students to brick-and-mortar buildings.</p> <p>Learning to read is the foundation for all other learning to take place, and it begins with many interrelated steps that do not come naturally to most students. BCPS teachers will implement Scholastic F.I.R.S.T.™ (Foundations in Reading, Sounds & Text) to transform the way students learn foundational reading skills so they can become confident, fluent readers and advance from learning to read to reading to learn.</p> <p>Instruction in the Kindergarten Acceleration Launch and Learn initiative will be delivered by approximately 205 highly qualified hourly teachers certified in Elementary Education, PreK/Primary, and/or Early Childhood Education. Teachers will serve students in a ratio of 1:15 for 75 hours. The grant budget covers staff time of 205 educators, their professional development in the curricula and literacy standards, as well as software from Scholastic.</p>
Evaluation Plan	Each student participating in the program will be administered a pre- and a post-test to determine program effectiveness and student academic growth. In-program quick checks and informal assessment opportunities are embedded to monitor student progress throughout the program. These quick checks are used to differentiate instruction within the program.
Research Methodology	BCPS will identify up to 3,050 eligible students using results from a number of priorities: 1) BCPS will work with the ELC-BC to identify students with Voluntary Prekindergarten (VPK) Assessment scores below expectations in one or more domains between Assessment Period (AP) AP1 and AP2; 2) Children who have not had access to/attended VPK during the pandemic; and 3) Letter Names, Letter Sounds, and Concepts of Print administered in August/September of 2020. This assessment is administered to all Kindergarten students in BCPS during the first few

AGREEMENT EXECUTIVE SUMMARY

	weeks of the school year, making it the district's most reliable, and most recently available assessment data source, given the COVID-19 situation and school closure. Students who scored Below Expected (BE) criteria for Quarter 1, based on the BCPS Progress Monitoring Plan (PMP), will be prioritized for participation. Other rising kindergarten students targeted are students with limited English proficiency and students with a disability.
Alignment to Strategic Goals	Goal 1: High Quality Instruction
Level of Support provided by GA	Level 3 – GA staff liaised with program and legal staff to negotiate contract language; wrote the executive summary for board approval; and will archive and track the grant.

AGREEMENT BETWEEN
Early Learning Coalition of Broward County, Inc.
and
The School Board of Broward County, Florida

THIS AGREEMENT is made and entered into by and between the Early Learning Coalition of Broward County, Inc. ("ELC"), having principal offices at 1475 West Cypress Creek Road Suite 301 Fort Lauderdale, Florida 33309 and The School Board of Broward County, Florida ("SBBC"), having principal offices at 600 SE Third Avenue, Fort Lauderdale, Florida 33301 collectively referred to herein as the "Parties" on October 6, 2020.

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]; and

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; and

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

WHEREAS, the Parties desire to enter into this Agreement for the following purposes: to establish the terms and conditions for the SBBC to implement the 2020 Rising Kindergarten Summer Program; to establish reimbursement for services performed by the SBBC, as prescribed by OEL and transfer authority necessary to reimburse the SBBC; and to such other purposes as set forth herein; and

WHEREAS, the ELC and SBBC is simultaneously entering into Amendment 1 to this Agreement to further clarify the terms and assurances necessary to carry out the program set forth in the Agreement.

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

I. RECITAL AND TERM

- A. Recital.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
- B. Term.** Unless terminated earlier pursuant to section XII of this Agreement, the term of this Agreement shall commence upon the execution by both Parties and conclude on December 31, 2020; and may be extended upon the written approval of both Parties through a written amendment of this Agreement signed 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 SBBC will complete the 2020 Early Learning/School District Application and 2020 Rising Kindergarten Program Application Budget (Attachments 2 and 3 of the OEL Program Guidance 780.01 entitled COVID-19 Crisis Florida's Rising Kindergarten Summer Program) and submit to both the ELC and OEL.

B. Authority and Funding

This Agreement 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 SBBC's approved 2020 Rising Kindergarten Summer Program Budget, as approved by OEL.

III. RECORDS AND CONFIDENTIALITY PROTOCOLS

A. Record Requirements

The ELC and the SBBC shall comply with the provisions of Chapter 119, Florida Statutes, Sections 1002.72 and 1002.97, Florida Statutes, 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 Agreement, 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 SBBC, such data, records and information provided by the ELC to the SBBC, and (iii) as it applies to such data, records, and information held by the ELC, such data, records and information provided by the SBBC to the ELC. The ELC and the SBBC 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, Florida Statutes. The ELC and the SBBC, 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 SBBC, 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 SBBC 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 SBBC 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 SBBC 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 SBBC, 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 SBBC 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 SBBC and the SBBC 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 Prerequirement that any party may have to comply with Section 817.5681, Florida Statutes, 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 SBBC if it fails to do so.

F. SBBC Disclosure of Education Records

1. Purpose: SBBC will disclose the de-identified education records listed in this section to evaluate the impact of the Rising K program on Literacy skills after students have received seventy-five (75) hours of instruction (to measure level of improvement).
2. SBBC shall disclose the following de-identified education records to ELC, via email:
 - a) Number of students who started the program
 - b) Number of students who completed the program
 - c) Percentage of students who completed the program
 - d) Number of Completing Students demonstrating a gain on Posttest
 - e) Percentage of Completing Students demonstrating a gain on Posttest
3. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(b)(1), these de-identified records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section. To provide meaningful results and protect the privacy of individual students, data are not reported when the total number of students in a group is less than 10.

G. ELC-BC Confidentiality of Education Records. Notwithstanding any provision to the contrary within this Agreement, ELC shall:

1. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
2. hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
3. ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
4. safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and
5. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party.

H. SBBC Disclosure of Employees Records

1. Purposes: SBBC will provide the following de-identified employee records to ELC for:
 - a) Training
 - b) Certification
2. SBBC will disclose the following de-identified employee records to ELC, via email:
 - a) Number of Staff Trained
 - b) Number of Staff Certified in the required certification areas
 - c) Number of Staff with Effective/Highly Effective status
- i. **ELC-BC Safeguarding confidential employee records.** Notwithstanding any provision to the contrary within this Agreement, ELC-BC shall:
 1. fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records,
 2. hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law,
 3. only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement,
 4. protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information,
 5. notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes,
 6. prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and
 7. be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

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 Agreement and caused by the party's owners, principals, agents, employees, contractors or subcontractors while performing under this Agreement. 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 SBBC Shared Responsibilities

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

B. SBBC Responsibilities

1. The SBBC shall complete the following attachments of the OEL Program Guidance 780.01 entitled COVID-19 Crisis Florida's Rising Kindergarten Summer Program: Attachment 2 – 2020 Rising Kindergarten Summer Program Application and Attachment 3 – 2020 Rising Kindergarten Summer Program Budget.
2. Upon approval of the SBBC's Application by OEL in collaboration with the ELC, the SBBC shall implement the 2020 Summer Program for Rising Kindergarten Students in accordance with requirements and assurances within OEL Program Guidance 780.01.
3. The SBBC agrees to meet each of the following assurances in the manner described in the SBBC'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 SBBC shall provide an End of Program report to the ELC and OEL in accordance with the manner described by OEL.
5. The SBBC agrees to method of payment as described in section VI of this Agreement.
6. The SBBC 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 OEL in the review and approval of the SBBC's Application and Budget.
2. The ELC shall transfer funds to the SBBC upon OEL's approval of the SBBC's 2020 Rising Kindergarten Summer Program in Budget (OEL Program Guidance 780.01 entitled COVID-19 Crisis Florida's Rising Kindergarten Summer Program, Attachment 3).
3. The ELC shall coordinate with the Office of Early Learning in the review and approval of the SBBC's End of Program Report.
4. Program Evaluation: Primary Investigators of program evaluation studies conducted by ELC that impact the daily activities of students, parents or staff, or require use of data from the same individuals must submit a Research Request to the District's Institutional Review Board (IRB) for review and approval prior to the initiation of any study-related activities. The District's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations

to ensure: (a) the purpose, scope, limitations, and duration of study is clearly outlined; and (b) the protection of human subjects in the research process. The purposes and scope of the study or program evaluation to be conducted by ELC can be described as: to evaluate the effectiveness of the Rising Kindergarten Summer Program. The duration of the study commences on the date signed by all Parties and concludes at the end of business on December 31, 2020 and must be conducted during the term of this Agreement. If IRB renewal is necessary, it must be submitted yearly during the duration of the study. ELC agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. ELC shall comply with all requirements of the District's IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

VI. TRANSFER OF FUNDS

The ELC shall transfer funds to the SBBC for services in accordance with the SBBC's OEL-approved 2020 Rising Kindergarten Summer Program Application (OEL Program Guidance 780.01 entitled COVID-19 Crisis Florida's Rising Kindergarten Summer Program, Attachment 2).

The level of funding to the SBBC shall be based upon the SBBC's OEL-approved 2020 Rising Kindergarten Summer Program Budget (OEL Program Guidance 780.01 entitled COVID-19 Crisis Florida's Rising Kindergarten Summer Program, 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 SBBC shall be used for the sole purpose of providing the 2020 Rising Kindergarten Summer Program in accordance with the SBBC's approved 2020 Rising Kindergarten Summer Program Application and 2020 Rising Kindergarten Summer Program Budget (OEL Program Guidance 780.01 entitled COVID-19 Crisis Florida's Rising Kindergarten Summer Program, Attachments 2 and 3). The SBBC 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 AGREEMENT 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 Early Learning Coalition of Broward County, Florida.

IX. SEVERABILITY

In the event any provision contained in this Agreement is determined to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement 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 AGREEMENT AND AUTHORITY

- A. This Agreement 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 Agreement. 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.
- B. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

XI. AMENDMENT

With the exception of the contact liaisons specified below, this Agreement 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 SBBC 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

- A. The ELC designates as its liaison for all issues relating to this Agreement, Christine Klima, whose title is Chief Administrative Officer, and who can be contacted by telephone at 954-377-2190 or by email at contracts@elcbroward.org and whose address is 1475 West Cypress Creek Road, Fort Lauderdale, FL 33309
- B. The SBBC designates as its liaison for all issues relating to this Agreement, Nicole Mancini, whose title is Director, Elementary Learning, and who can be contacted by telephone at 754-321-1850 or by email at nicole.mancini@browardschools.com and whose address is 600 SE third Avenue, 13th Floor, Ft. Lauderdale, FL 33301.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

Early Learning Coalition of Broward County, Inc.

By: Dawn Liberta
Authorized Signature

Name: Dawn Liberta

Title: Board First Vice Chair

Date: 9/29/2020

Jacob C. Jackson 9.29.20

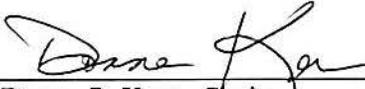
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FOR SBBC:



(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@browardschools.com
Reason: Early Learning Coalition of Broward County, Inc. - Amendment 1
Date: 2020.09.29 12:42:07 -04'00'

Office of the General Counsel

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**AMENDMENT 1 to
AGREEMENT BETWEEN
Early Learning Coalition of Broward County, Inc.
And
The School Board of Broward County, Florida**

THIS AMENDMENT 1 to the Agreement ("AMENDMENT 1") is made and entered into by and between the Early Learning Coalition of Broward County, Inc. having principal offices at 1475 West Cypress Creek Road, Fort Lauderdale, Florida 33309 and The School Board of Broward County, Florida ("SBBC"), having principal offices at 600 SE Third Avenue, Fort Lauderdale, Florida 33301 and, collectively referred to herein as the "Parties" on the same date as the original Agreement ("Agreement") on October 6, 2020.

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 are simultaneously entering into an Agreement 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 SBBC 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 Parties desire to simultaneously amend the Agreement through this AMENDMENT 1 to further clarify the terms and assurances necessary to carry out the program as set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

A. Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

B. Section II of the Agreement is hereby amended, by interlineation, 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 SBBC is a subrecipient for purposes of this Agreement.

C. Section III. A. of the Agreement is hereby deleted and replaced, by interlineation, with the following:

A. Record Requirements

The ELC and the SBBC 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").

- D. Section IV of the Agreement is hereby deleted and replaced, by interlineation, 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 Agreement and caused by the party's owners, principals, agents, employees, contractors or subcontractors while performing under this Agreement. 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 SBBC's rights including sovereign immunity as set forth in Section 768.28, F.S.

- E. Section V. B. of the Agreement is hereby amended, by interlineation, to add the following paragraphs:

7. If the SBBC elects to provide transportation for children participating in the program, the SBBC 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 SBBC 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 SBBC agrees it is subject to oversight and monitoring as it relates to the implementation of the Rising Kindergarten Summer Program.

- F. Section V. C of the Agreement is hereby amended, by interlineation, to add the following paragraph:

5. 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.

- G. Section VI of the Agreement is hereby amended, by interlineation, 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 SBBC's approved application and budget.

- H. Section VII of the Agreement is hereby amended, by interlineation, 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 thirty (30) calendar days after June 30th 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.

- I. Authority. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom

he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this AMENDMENT 1 to the Agreement as of the day and year below stated.

Early Learning Coalition of Broward County, Inc.

By: Dawn Liberta
Authorized Signature

Name: Dawn Liberta

Title: Board First Vice Chair

Date: 9/29/2020

Jacob C. Jackson 9.29.20

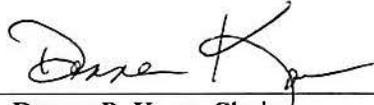
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FOR SBBC:

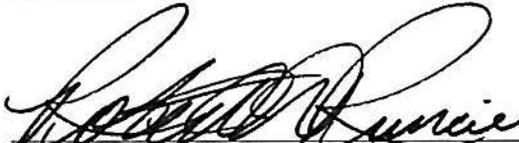


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Early Learning Coalition of Broward County, Inc. - Amendment 1
Date: 2020.09.29 12:42:07 -04'00'

Office of the General Counsel

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