

**EARLY LEARNING COALITION OF FLORIDA'S GATEWAY, INC.**

**Memorandum of Understanding (MOU)**  
**Between**  
**EARLY LEARNING COALITION OF FLORIDA'S GATEWAY, INC.**  
**And**  
**HAMILTON COUNTY PUBLIC SCHOOL**

**1. Purpose of Agreement**

This Memorandum of Understanding (MOU) is an agreement between the **Early Learning Coalition of Florida's Gateway, Inc (ELCFG)** and **Hamilton County Public Schools**. In a correspondence letter dated June 30, 2015, **Hamilton County** Public Schools notified the Early Learning Coalition of Florida's Gateway, Inc. that **Hamilton County** Public Schools will not be entering into a School Readiness contract between the Early Learning Coalition (ELCFG) and **Hamilton County** Public Schools for the 2015 – 2016 school year.

**As stated in the 2014 – 2015 Statewide School Readiness Provider Contract (*Form OEL-SR20; VI. Maintenance of Records, Data and Confidentiality*):**

37. Record Maintenance. PROVIDER agrees to maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences and proof of parent co-payments for children funded by the SR Program. The records must be maintained for audit purposes for a period of five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.

38. Record Transfer on Termination. In the event that PROVIDER permanently ceases to offer the SR Program before the conclusion of the retention period for SR records as described in paragraph 37, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the SR Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all SR records required to be maintained under paragraph 37. to COALITION no later than the close of business on the day PROVIDER ceases to offer the SR Program. Failure to remit all SR Program records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

EARLY LEARNING COALITION OF FLORIDA'S GATEWAY, INC.

In lieu of requiring **Hamilton County** Public Schools to submit records of children served through the School Readiness program as described in the contract, both parties choose to enter into this Memorandum of Understanding.

**2. The Early Learning Coalition of Florida's Gateway, INC Responsibilities under this MOU :**

- a. Not withhold final payment due to lack of records submission as detailed in the Statewide School Readiness Provider Contract.
- b. Submit any necessary future records requests to **Hamilton County** Public Schools during normal business hours.

**3. Hamilton County Public School's Responsibilities under this MOU**

- a. Maintain records of School Readiness children served as established in the Statewide School Readiness Provider Contract for audit purposes for a period of five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this contract, whichever occurs last.
- b. If requested by the Early Learning Coalition of Florida's Gateway or the Office of Early Learning, provide copies (paper) or an opportunity to inspect records for School Readiness children served.

**4. Terms**

The parties agree and understand that each may execute this agreement on different dates, but acknowledge that the effective date, when fully executed by both parties, shall be the last date signed by either party.

**5. Termination**

Each party shall have the right to terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party. In the event that the MOU is terminated by either party, **Hamilton County** Public Schools must at that time submit all documentation to the Early Learning Coalition of Florida's Gateway, Inc. as required in the Statewide School Readiness Provider Contract.

**6. Signature Authority**

The persons listed below attest authority to bind their respective party in a contractual agreement.

\_\_\_\_\_  
LaShone T. Surrency, Executive Director  
Early Learning Coalition of Brevard County, Inc.  
1104 SW Main Blvd., Lake City, FL 32025  
386-752-9770

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Rex L Mitchell*  
Authorized Signature  
**Hamilton County Public Schools**  
(Address on File)  
\_\_\_\_\_  
*August 14, 2017*  
Date

APPROVED BY HAMILTON SCHOOL BOARD

ON *8/14/17*  
*Rex L Mitchell*  
\_\_\_\_\_  
SUPERINTENDENT  
EARLY LEARNING COALITION OF FLORIDA'S GATEWAY, INC. | MOU Agreement -County Public Schools