

## **Appendix G- Sample Memorandum of Agreement (MOU) Between Key Partners**

*This template is best if modified with locally generated agreements*

*Section X must be submitted as written.*

### **I. Parties of the Memorandum of Agreement**

The parties would include the partners who are providing services and/or financial support to the afterschool program.

### **II. Purpose**

The purpose of this MOU is to establish an agreement among the above-mentioned parties concerning their respective roles and responsibilities for implementation of a 21<sup>st</sup> Century Community Learning Center (CCLC) Grant from the Vermont Agency of Education. This agreement is to establish and coordinate joint processes and procedures for the provision of afterschool (including summer, before school, weekends, evenings, in-service days, vacation breaks, etc.) programs for students, family engagement activities, staff development, supervision, and program evaluation.

### **III. Duration of the Agreement**

The agreement should be for a period of at least one year and up to five years.

### **IV. 21st Century Community Learning Centers Vision and Overview**

Since the MOU is intended to describe and detail how partners will contribute to the establishment and maintenance of the afterschool program, it is important that all partners to the MOU share a collective vision for the program and have a common understanding as to the scope and purpose of the program. The description provided under this section will serve as a critical framework for the program as it makes decisions on the implementation of the 21st CCLC investment.

### **V. Duties of Parties**

In this section, the responsibilities and agreements of each party are described separately. For the lead applicant, the responsibilities and agreements could include:

- Serve as the fiduciary for the grant.
- Hire, fund, supervise, and evaluate the position of the project Director and any other position hired through that agency.
- Provide needed support including office space, telephone use, and computer use for afterschool staff.

- Provide classroom space and all other appropriate space to accommodate the afterschool program.
- Provide custodial support, office support, and other appropriate support to ensure the program runs smoothly and that children are safe afterschool.
- Be responsible for purchasing necessary materials/supplies for designated components in accordance with the 21<sup>st</sup> CCLC budget.
- Support staff in trainings and professional development opportunities in areas related to afterschool programming and issues.
- Participate in the evaluation of the afterschool program at the local, state, and federal levels.
- Complete paperwork related to any association with the program.
- Provide access to assessment and other available data for the purposes of program evaluation.
- Assist the program in developing, implementing, and making progress on its sustainability plan.
- The Program Director will participate in statewide meetings, workshops, and conferences.
- Recruit and refer students to the afterschool program.
- The Program Director or other appropriate person will participate on the after school Advisory Team.
- Assume payroll responsibilities for afterschool positions, as budgeted.
- Communicate and collaborate with all partners.
- Support the afterschool program in developing appropriate curricula, running an effective learning lab and/or tutoring program, and establishing clear linkages with the school day.
- Establish a collaborative relationship between school day staff and afterschool staff including having a significant number of school based staff committed to working in the program.

For a partner, the following may apply:

- Hire, supervise, and evaluate designated afterschool positions in consultation with the Program Director.
- Provide appropriate space or programming to accommodate the afterschool program.
- Recruit and refer students to the afterschool program.
- Communicate and collaborate with all partners about rules, expectations, and norms.
- Communicate and collaborate with school partners about curriculum and instruction.

- Establish a collaborative relationship between organization staff and afterschool staff.
- Complete paperwork related to and associated with the program.
- Provide access to assessment and other available data for the purposes of program evaluation.
- Participate in the evaluation of the afterschool program at the local, state, and federal levels.
- Assist the program in developing, implementing, and making progress on its sustainability plan.
- The Program Director or other appropriate person will participate on the Afterschool Advisory Team.

## **VI. Decision Making Process**

- All major administrative decisions concerning policy and personnel of the afterschool program shall be brought to the Afterschool Advisory Team. The Advisory Team consists of (list partners) and the Program Director. Decisions will be reached by group consensus whenever possible and appropriate. The Advisory Team will meet at least four times per year or as needed, if necessary. The Program Director will oversee and make all day-to-day decisions, when appropriate for the operations of the program. If partners cannot come to a mutual agreement, the Executive of the lead agency will have final decision-making authority.
- The Program Director will bring issues to the Advisory Team. They will be responsible for clarifying policies and program goals with the direct service team. The Program Director will supervise all afterschool staff in their role with the afterschool program. Collaborators will have program and technical oversight of staff in their agencies.
- Hiring and firing of the appropriate staff will be the responsibility of the agency for which they are employed. The Program Director will assist partners in interviewing and hiring staff that will be working in the afterschool program through their respective agencies. In addition, the Program Director will provide input into the performance evaluation of all partner agency staff working with the afterschool program.

## **VII. Meetings**

- The Afterschool Advisory Team will meet four times per year (or more if necessary) about key decisions and issues related to successful program implementation.

- The Afterschool Program direct service staff will meet regularly to discuss program issues and planning and to participate in professional development opportunities.

### **VIII. Funding**

Funding for the project will be provided through the Vermont Agency of Education 21<sup>st</sup> CCLC grant in accordance with any approved grant award and required federal and state applicable policies and procedures. In addition, key partners will provide:

- (List resource commitments)

### **IX. Procedures for Modification and Termination**

- The MOU may be modified, revised, extended, or renewed by mutual written consent of all parties, by the issuance of a written amendment signed and dated by all parties. Submission of a revised MOU does not necessarily require a modification to the local plan.
- Any party of the MOU may terminate their participation in this MOU by giving not less than (90) calendar days' prior written notice of intent to terminate to each of the partners. In such case, termination by one or more of the parties to this MOU does not alter the terms or obligations of the other parties to this MOU.
- An individual partners' participation in the afterschool program may be terminated for non-compliance with the MOU provided the other parties provide thirty days' written notice clearly outlining the reasons for the termination. The termination letter shall be sent to all parties via certified mail. The partner to be terminated may appeal this decision by responding in writing to the termination notice within fourteen days of receipt. The partners shall then convene a meeting, prior to the thirty-day termination date, to discuss the appeal. If the partners cannot come to a mutual agreement to terminate the partner or alter their responsibilities so they can adequately participate in the MOU, the Director of the lead agency shall make the final determination.

### **X. Severance Clause**

- If any part of this agreement becomes unenforceable or illegal, then the agreement will continue in force, but the offending provision(s) shall be severed from the agreement and will have no effect on the remaining services agreed to and associated performance.
- This MOU is a zero-dollar exchange agreement. If there is an anticipated monetary exchange of goods and services outside of this MOU, local, state, and federal procurement policies and procedures must be followed.

**XI. Signatures (all principals of participating schools must sign)**

All partners in this agreement sign to confirm their acceptance of its terms by their signature.

**School**

\_\_\_\_\_  
Principal Date

**School**

\_\_\_\_\_  
Principal Date

**School**

\_\_\_\_\_  
Principal Date

**Supervisory Union or School District**

\_\_\_\_\_  
Superintendent Date

**Key Partner**

\_\_\_\_\_  
Executive Director Date

**Key Partner**

\_\_\_\_\_  
Director Date

**Key Partner**

\_\_\_\_\_  
Director Date

**Key Partner**

\_\_\_\_\_  
Director Date