



219 North Main Street, Suite 402
Barre, VT 05641 (p) 802-479-1030 | (f) 802-479-1835

Subgrantee Memorandum of Understanding

(To be submitted 90 days after State receives award)

This Memorandum of Understanding (“MOU”) is entered into by and between The Vermont Agency of Education (“Lead Agency”) and _____ (“Subgrantee”). The purpose of this agreement is to establish a framework of collaboration, as well as articulate specific roles and responsibilities in support of the State in its implementation of an approved Preschool Development Grants—Expansion Grant.

I. ASSURANCES

The Subgrantee hereby certifies and represents that it:

- 1) agrees to implement those portions of the State Plan indicated in Exhibit I.
- 2) has all requisite power and authority to execute and fulfill the terms of this MOU;
- 3) is familiar with the State’s Preschool Development Grants--Expansion Grant Application and is supportive of and committed to working on all applicable portions of the State Plan;
- 4) will implement the Scope of Work in Exhibit I consistent with the Budget included in section VIII of the State Plan (including existing funds, if any, that the Subgrantee is using for activities and services that help achieve the outcomes of the State Plan); and
- 5) will comply with all of the terms of the Preschool Expansion Grants--Expansion Grant, this agreement, and all applicable Federal and State laws and regulations, including laws and regulations applicable to the Preschool Development Grants--Expansion Grant, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 86, 97, 98 and 99), and the debarment and suspension regulations in 2 CFR Part 3485.

II. PROJECT ADMINISTRATION

A. SUBGRANTEE RESPONSIBILITIES

In assisting the Lead Agency in implementing the tasks and activities described in the State’s Preschool Development Grants--Expansion Grant application, the Subgrantee will:

- 1) implement the Subgrantee Scope of Work as identified in Exhibit I of this agreement;

- 2) make arrangements for High-Quality Preschool programs to be provided by Early Learning Providers and will appropriately monitor such entities;
- 3) abide by the State's Budget included in section VIII of the State Plan (including the existing funds from Federal, State, private, and local sources, if any, that the Subgrantee is using to achieve the outcomes in the Preschool Development Grants—Expansion Grant Plan) and with the Subgrantee's Budget included in Exhibit II of this agreement;
- 4) actively participate in all relevant meetings or other events that are organized or sponsored by the State, by the U.S. Department of Education ("ED"), or by the U.S. Department of Health and Human Services ("HHS");
- 5) post to any Web site specified by the State, ED, or HHS, in a timely manner, all non-proprietary products and lessons learned developed using Federal funds awarded under the Preschool Development Grants—Expansion Grant;
- 6) participate, as requested, in any evaluations of this grant conducted by the State, ED, or HHS;
- 7) be responsive to State, ED, or HHS requests for project information including on the status of the project, project implementation, outcomes, and any problems anticipated or encountered, consistent with applicable local, State, and Federal privacy laws;
- 8) provide researchers with access, consistent with requirements of all applicable Federal, State, and local privacy laws, to available data regarding the enrollment and school readiness of Eligible Children in State Preschool Programs;
- 9) implement culturally and linguistically responsive outreach and communication efforts to enroll isolated or hard-to-reach families; help families build protective factors; and engage parents and families as decision-makers in their children's education;
- 10) minimize local administrative costs; and
- 11) partner with LEAs or other Early Learning Providers, as appropriate, to carry out activities that will provide children and their families with successful transitions from preschool into kindergarten.

B. LEAD AGENCY RESPONSIBILITIES

In assisting the Subgrantee in implementing its tasks and activities described in the Preschool Development Grants--Expansion Grant application, the Lead Agency will:

- 1) work collaboratively with the Subgrantee and support the Subgrantee in carrying out the Subgrantee's Scope of Work, as identified in Exhibit I of this agreement;
- 2) award in a timely manner the portion of Preschool Development Grants--Expansion Grant funds designated for the Subgrantee in the Plan during the course of the project period and in accordance with the Subgrantee Scope of Work, as identified in Exhibit I, and in accordance with the Subgrantee's Budget, as identified in Exhibit II;
- 3) provide feedback on the Subgrantee's status updates, any interim reports, and project plans and products;
- 4) keep the Subgrantee informed of the status of the State's Preschool Development Grants--Expansion Grant project and seek input from the Subgrantee, where relevant to the portion of the State plan that the Subgrantee is implementing;
- 5) facilitate coordination across Subgrantees necessary to implement the State Plan;
- 6) identify sources of technical assistance for the project; and
- 7) monitor Subgrantee's Implementation of High-Quality Preschool Programs.

C. JOINT RESPONSIBILITIES

- 1) The Lead Agency and the Subgrantee will implement the State Plan consistent with the description of the roles and responsibilities outlined in the State's application and in the Scope of Work in Exhibit I;
- 2) The Lead Agency and the Subgrantee will each appoint a key contact person for the Preschool Development Grants--Expansion Grant;
- 3) These key contacts from the Lead Agency and the Subgrantee will maintain frequent communication to facilitate cooperation under this MOU, consistent with the State Plan and governance structure.
- 4) Lead Agency and Subgrantee personnel will work together to determine appropriate timelines for project updates and status reports throughout the grant period;
- 5) Lead Agency and Subgrantee personnel will negotiate in good faith toward achieving the overall goals of the State's Preschool Development Grants--Expansion Grant, including when the State Plan requires modifications that affect the Subgrantee, or when the Subgrantee's Scope of Work requires modifications;

- 6) The Lead Agency and the Subgrantee will devise plans to sustain High-Quality Preschool Programs after the grant period, including any non-Federal support that the State or Subgrantees plan to contribute;
- 7) The Lead Agency and the Subgrantee will coordinate plans related to assessments, data sharing, instructional tools, family engagement, cross-sector and comprehensive services efforts, professional development, and workforce and leadership development; and
- 8) The Lead Agency and the Subgrantee will coordinate, but not supplant, the delivery of High-Quality Preschool Programs funded under this grant with existing services for preschool-aged children including, if applicable, programs and services supported through title I of the ESEA, part C and section 619 of part B of IDEA, subtitle VII-B of the McKinney-Vento Act, the Head Start Act, and the Child Care and Development Block Grant Act.

D. STATE RECOURSE IN THE EVENT OF SUBGRANTEE’S FAILURE TO PERFORM

If the Lead Agency determines that the Subgrantee is not meeting its goals, timelines, budget, or annual targets, or is in some other way not fulfilling applicable requirements, the Lead Agency will take appropriate enforcement action, which could include initiating a collaborative process by which they attempt to resolve the disagreements between the Lead Agency and the Subgrantee, or initiating such enforcement measures as are available to the Lead Agency, under applicable State or Federal law.

III. MODIFICATIONS

This Memorandum of Understanding may be amended only by written agreement signed by each of the parties involved, in consultation with ED and HHS.

IV. DURATION

This Memorandum of Understanding shall be effective, beginning with the date of the last signature hereon and ending upon the expiration of the Preschool Development Grants--Expansion Grant project period.

V. SIGNATURES

Authorized Representative of Lead Agency:

Authorized Representative of Subgrantee:

Signature Date

Signature Date

Print Name Title

Print Name Title