Memorandum of Understanding (Example)

21st Century Community Learning Centers

# Introduction

This document is intended to be an example of a Memorandum of Understanding (MOU) between two organizations.

## Memorandum of Understanding

Between

(Organization)

and

(Organization)

This Memorandum of Understanding (MOU) sets forth the terms and understanding between (organization) and (organization) who are providing services and/or financial support the 21st Century Community Learning Centers (21st CCLC) grant.

**Organization Name:**

Organization Representative:

Position / Title:

Address:

Phone:

Email:

Fax:

**Organization Name:**

Organization Representative:

Position / Title:

Address:

Phone:

Email:

Fax:

## 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 the 21st CCLC grant.

This agreement is to establish and coordinate joint processes and procedures for the provision of the 21st CCLC grant (including summer, afterschool, before school, weekends, evenings, in-service days, vacation breaks, etc.) for students, family & parent engagement activities, staff development, program operation, and program evaluation.

## 21st CCLC Vision & 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:

## Duties of Organizations

In this section, the responsibilities and agreements of each organization is described separately.

For the **lead agency or organization**, the responsibilities and agreements may include:

* Serve as the fiscal agent for the grant;
* 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 21st 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;
* Recruit and refer students to the afterschool program;
* Participate on the Advisory Team; and/or
* Other:

For the **school partner**, the following may apply:

* Assume payroll responsibilities for afterschool positions, as budgeted;
* Provide classroom space and all other appropriate space to accommodate the afterschool program;
* Recruit and refer students to the afterschool program;
* Communicate and collaborate with all partners;
* Support the afterschool program in developing appropriate curricula, running an effective homework 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;
* 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;
* Participate on the Advisory Team; and/or
* Other:

For a **community partner**, the following may apply:

* 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;
* Participate on the Advisory Team; and/or
* Other:

## Meetings

All major administrative decisions concerning policy and personnel of the afterschool program shall be brought to the 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 two (2) times per year, or as needed, about key decisions and issues related to successful program implementation. The Program Director will oversee and make all day-to-day decisions, in consultation with the program staff, when appropriate, for the operations of the program. If partners cannot come to a mutual agreement, the LEA School Partner will have final decision-making authority.

## Funding

Clearly describe any grant funds, the amount and category (salaries, contracted services, materials and supplies, etc.) that will be provided to the non-lead agency(s):

In addition, organizations will provide (any matching / in-kind contributions):

## Duration

The agreement is for a period of one year and may be renewed annually up to five years. The agreement shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the partners by mutual consent.

## 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.

Any party of the MOU may terminate their participation in this MOU by giving 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 written notice clearly outlining the reasons for the termination.

## 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.

## Signatures

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Partner Signature)

Partner Printed Name

Title

Organization

Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Partner Signature)

Partner Printed Name

Title

Organization

Date: