SAMPLE Memorandum of Understanding (MOU)

between

21st CCLC Subgrantee

and

(Partner)

(Applicable Date Range)

This Memorandum of Understanding (MOU) sets for the terms and understanding between the 21st CCLC Subgrantee and the (partner) who are providing services and/or financial support to the 21st CCLC program.

21st CCLC subgrantee name: _____
21st CCLC representative: _____
Position: _____
Address: _____
Telephone: _____
Fax: _____
E-mail: _____

Partner name: _____
Partner representative: _____
Position: _____
Address: _____
Telephone: _____
Fax: _____
E-mail: _____

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 21st Century Community Learning Center (CCLC) subgrant.

This agreement is to establish and coordinate joint processes and procedures for the provision of the 21st CCLC program (including summer, before and after school, weekends, evenings, in-

service days, vacation breaks, etc.) for students, family engagement activities, staff development, supervision, and program evaluation.

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 and both parties will provide documentation/data as required by the NHED 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 Parties
In this section, the responsibilities and agreements of each party is described separately.

For the **21st CCLC subgrantee**, the responsibilities and agreements could 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 **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 academic assistance 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.*
- ☐ *Subgrantees must have access to all 21st CCLC required data.*
- ☐ *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:*

Advisory Board

As a 21st CCLC partner (list partner name), will provide a representative to actively participate on the advisory board. The Advisory Team will meet at least three times per year, or as needed, about key decisions and issues related to successful program implementation. The advisory board provides recommendations and guidance for programming. 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.

Activities and Funding
Clearly describe all activities offered by the partnering agency, expectations, and financial obligations by both parties. Include the amount for each separate category (salaries, contracted services, materials, and supplies, etc.) and which party is responsible for associated costs:

In addition, partners will provide_____. (List funds and other commitments)
In addition, subgrantee will provide_____.

Duration
The agreement is for a period of one year and may be renewed annually up to five years.

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 requires a program amendment to be submitted to the State Director within 10 business days.
- 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.
- If partners cannot come to a mutual agreement, the LEA School Partner will have final decision-making authority.

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

_____	_____	_____
21st CCLC subgrantee signature	Partner signature	Superintendent Signature
_____	_____	_____
Subgrantee Printed	Partner Printed	Superintendent Printed
_____	_____	_____
Date	Date	Date