Memorandum of Agreement
Between
The Connecticut State Board of Education
And
The Office of Early Childhood
Contract Tracking Number 3514

I. **PARTIES:** The Connecticut State Board of Education ("CSBE"), on behalf of the Connecticut State Department of Education ("SDE"), located at 450 Columbus Boulevard, Hartford, CT 06103, and the Office of Early Childhood ("OEC") located at 450 Columbus Boulevard, Hartford, CT 06103.

II. **PURPOSE:** The purpose of this Memorandum of Agreement ("MOA" or "Agreement") is to contribute financial support to the OEC's Birth to Three System so as to permit the OEC to continue to support the CSBE in fulfilling its obligations under the Individuals with Disabilities Education Act ("IDEA"), Part B, for Child Find activities.

III. **DEFINITIONS:**
   A. **Child Find** is the identification, location, and evaluation of infants and toddlers who are, or may be, eligible for the Connecticut's Early Intervention Program.
   B. **Birth to Three System** is Connecticut's Early Intervention System.
   C. **Early Intervention Program** is a program offering services to eligible young children from birth to age three (3) under the IDEA Part C.

IV. **TERM OF AGREEMENT:** This Agreement shall become effective from the date of its execution by both parties through June 30, 2023, unless sooner terminated in accordance with the terms of this agreement.

V. **CANCELLATION:** This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by either party with a thirty (30) day written notice. The CSBE has the right to cancel this Agreement without prior notice when the CSBE deems the health or welfare of the service recipient(s) is endangered or if the funding for this Agreement is no longer available or if it becomes necessary to cancel or modify the Agreement based on federal law or regulation or at the written direction of the United States Department of Education.

VI. **STATUTORY AUTHORITY:** The statutory authority for the CSBE to enter into this Agreement is as follows: Section 24 of Public Act No. 19–117, Connecticut General Statutes ("C.G.S.") Sections 4–5 and 4–8, 20 United States Code Section 1419(d), and the applicable federal regulations at 34 Code of Federal Regulations 300.814. The statutory authority for the OEC to enter into this Agreement is C.G.S. Section 4–5.

VII. **LIAISONS AND NOTICES:** Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems that may arise during implementation and/or operation of this MOA. Wherever under this Agreement one party is required to give notice to the other, such notice shall be deemed given delivery, e-mail sufficient with a read receipt requested. Notices shall be addressed as follows:
   A. In the case of notice to the CSBE:
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Bryan Klimkiewicz
Connecticut State Department of Education
450 Columbus Boulevard, Suite 604
Hartford, CT 06103
bryan.klimkiewicz@ct.gov
Telephone: 860-713-6911

B. In the case of notice to the OEC:

Alice E. Ridgway
Office of Early Childhood
450 Columbus Boulevard, Suite 205
Hartford, CT 06103
alice.ridgway@ct.gov
Telephone: 860-500-4403

VII. FUNDING LEVEL AND PAYMENT:
A. Payments pursuant to this Agreement shall not exceed $2,000,000.00.
B. OEC shall prepare and submit a CORE-CT transfer invoice to the CSBE in accordance with the following schedule and payments:

1. Upon Execution of this Agreement $ 500,000.00
2. On or about May 30, 2022 $ 500,000.00
3. On or about October 30, 2022 $ 500,000.00
4. On or about January 30, 2023 $ 500,000.00

C. The CSBE reserves the right to reduce payments and withhold funding for which the OEC has not performed duties and responsibilities as provided herein, submitted required documents and reports, or has submitted documents and reports that have not received SDE approval.

VIII. BUDGET AND UNEXPENDED FUNDS:
A. The OEC shall submit transfer invoices via CORE-CT to the CSBE contact below, based on the payment schedule in Section VII of this Agreement.

CSDE Accounts Payable
450 Columbus Boulevard, Suite 404
Hartford, CT 06103
Sde.ap@ct.gov
860-713-6627

B. The OEC shall use such funding for appropriate expenditures in accordance with the requirements detailed in this Agreement. At the conclusion of the agreement period, the OEC shall return any unexpended funds to the CSBE within 60 days as a result of a final accounting of expenditures and unspent funds.
IX. REPORTING REQUIREMENTS OF OEC: The OEC must submit a detailed expenditure and activity report specifying the expenditures for specific program activities in the use of the IDEA, Part B funding. A report must be filed within 60 days after the end of each state fiscal year. A final report specifying expenditures in relation to programmatic activities that occurred over the two-year period must be submitted within 60 days after the date that this MOA expires.

X. DUTIES AND RESPONSIBILITIES OF CSBE:
A. The CSBE shall transfer an amount not to exceed $2,000,000 to the OEC for Child Find activities through the Birth to Three System, in accordance with Section VII of this Agreement.
B. The CSBE shall monitor the fiscal and programmatic activities associated with this Agreement.

XI. DUTIES AND RESPONSIBILITIES OF OEC:
A. The OEC program manager shall meet with the CSBE program manager on at least four (4) occasions per year to consult on format, content, progress, expenditures, the requirements of IDEA Part B and the accompanying federal regulations, and shall review the record of all activities.
B. The OEC shall utilize the monies on activities that assist the CSBE with its Child Find obligations under IDEA, Part B and specific to the activities related to the identification, location, and evaluation of children with disabilities ages birth to age three. Such activities shall include making screenings and/or evaluations available for children for whom any person may have a concern with regard to their development through Connecticut’s resource and referral system. Referrals shall be assigned to Birth to Three providers by the OEC.
C. The OEC shall use all funds received pursuant to this Agreement for appropriate expenditures in accordance with the IDEA Part B, and the accompanying federal regulations. The OEC shall cooperate with the CSBE's monitoring of the fiscal and programmatic activities associated with this Agreement.
D. The OEC shall conform to the CSBE audit requirements for the use of the funds provided through the CSBE.
E. The OEC project manager shall maintain a record of all activities to inform audit and programmatic expenditure reports to the CSBE.

XII. SUBCONTRACTOR CLAUSE: The use of a subcontractor shall not relieve the OEC of any responsibility or liability under this Agreement. No subcontractor shall acquire any direct payment from the CSBE by virtue of the provisions of this paragraph or any other aspect of the MOA. The OEC agrees to provide the CSBE with a copy of any written subcontract upon request. The subcontractor must comply with all state audit requirements and shall make available, upon request, any records and information, which reflects the activities and expenditures of this MOA. The OEC agrees to notify subcontractors of non-discrimination policies, confidentiality clauses, Health Insurance Portability and Accountability Act (“HIPAA”), and Family
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Educational Rights and Privacy Act (“FERPA”) regulations, as applicable.

XIII. **AMENDMENTS:** Revisions to the Agreement's objectives, services, or plan, including revisions to due dates for reports and completion of objectives or services, must be approved in writing by the CSBE. A formal amendment in writing, shall not be effective until executed by both parties to the Agreement and shall be required for extension to the final date of the agreement period, revisions to the maximum agreement payments, and any other agreement revisions determined material by the CSBE.

XIV. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement and understanding between the parties as to the subject matter of this Agreement and supersedes all prior agreements, representations, writings, and discussions between the parties.

XV. **SEVARABILITY:** If any provision of this Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

XVI. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. The parties shall at all times comply with, and observe, all federal and state laws, local laws, ordinances and regulations, which are in the effect during the period of this Agreement and, which in any manner, affect the Work of parties’ conduct.

XVII. **NONDISCRIMINATION:** The provisions of C.G.S. Sections 4a–60 and 4a–60a concerning nondiscrimination are incorporated herein by reference.

XVIII. **CONTRACT ASSIGNMENT:** Except where otherwise indicated in this Agreement, no right or duty, in whole or in part, of the parties under this Agreement may be assigned or delegated without the prior written consent of the CSBE.

XIX. **DISPUTE RESOLUTION:**
A. In the event a dispute related to this Agreement arises, the Agency Representatives shall consult with their respective Commissioners and shall attempt to resolve such dispute.
B. If the Parties cannot resolve the dispute themselves, the agency representatives shall consult with the Office of the Attorney General for a legal opinion or interpretation, if necessary.
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XX. APPROVALS AND ACCEPTANCES:

For the Office of Early Childhood:

Beth Bye, Commissioner
Office of Early Childhood 9/7/2021

For the Connecticut State Board of Education:

Kathy Demsey, Chief Financial Officer 9-16-2021