MEMORANDUM OF AGREEMENT

Between

The Connecticut State Board of Education
And

The Office of Early Childhood

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, Connecticut 06103.

II. PURPOSE: The purpose of this Memorandum of Agreement (MOA) is to contribute financial and administrative support to the OEC's Birth to Three System so as to permit such office to continue to support the CSBE in fulfilling its obligations under the Individuals with Disabilities Education Act (IDEA), Part B, for “child find” activities; namely, the identification, location and evaluation of infants and toddlers who are or may be eligible for the state’s early intervention program.

III. TERM OF AGREEMENT: This Agreement shall be effective from the date of its execution through June 30, 2021.

IV. 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.

V. 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 §§ 4-5 and 4-8, and the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1419(d) and the applicable federal regulations at 34 C.F.R. 300.814. The statutory authority for the OEC to enter into this Agreement is Connecticut General Statutes § 4-5.

VI. 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 contract 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:

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 not to exceed amount of funding provided by this Agreement is two million dollars. OEC shall prepare and submit a CORE-CT invoice to the CSBE in accordance with the following schedule and payments:

A. Upon Execution of this Agreement – $ 500,000.00  
B. On or about May 30, 2020 $ 500,000.00  
C. On or about October 30, 2020 $ 500,000.00  
D. On or about January 30, 2021 $ 500,000.00

Total Cost of the Agreement Is Not To Exceed: $2,000,000.00

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 Blvd. Suite 404  
Hartford, CT 06103  
860-713-6627 sde.ap@ct.gov

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 fiscal expenditures in relation to
programmatic activities that occurred over the two-year period must be submitted within 90 days after the date that this MOA expires.

X. 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 above.
B. The CSBE shall monitor the fiscal and programmatic activities associated with this Agreement.

XI. RESPONSIBILITIES OF THE OEC:
A. The OEC program manager shall meet with the CSBE program manager not less than once annually 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.
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 CSBE’s monitoring of the fiscal and programmatic activities associated with this Agreement.
D. The OEC shall conform to the state agency 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, HIPAA and 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 contract, and
supersedes all prior agreements, representations, writings and discussions between the parties.

XV. **SEVERABILITY:** 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 effect during the period of this Agreement and which in any manner affect the Work or parties' conduct.

XVII. **NONDISCRIMINATION:** The provisions of Connecticut General Statutes Sections 4a-60 and 4a-60a concerning nondiscrimination are incorporated herein by reference.

XVIII. **APPROVALS AND ACCEPTANCES:**

**For the Office of Early Childhood:**

Beth Bye, Commissioner
Office of Early Childhood

[Signature]

Date 10/1/19

**For the Connecticut State Board of Education:**

Dr. Miguel A. Cardona
Commissioner of Education

[Signature]

Date 10/4/19
Date: August 28, 2019

Type of Contract: (Select One) Memorandum of Agreement (State or Federal)

Vendor Name: Office of Early Childhood

Vendor Contact: Alice Ridgway

Vendor Address: 450 Columbus Bld City: Hartford State: CT Zip: 06103

Vendor Phone: 860-500-4403 Vendor e-mail: Vendor CORE-CT ID:

Funding Birth to 3 programs

*This information must be provided for contracts of $50,000.00 or more.

The contract has been reviewed by the Office of Legal Affairs and appears to be in compliance with the standards or review established by said office.

1. Is this contract a "sole-source" contract: Yes No
   If yes, attach a copy of Request for Waiver (Form OPM edit 3-15-06) and Waiver of Solicitation (DFAS-9).

2. Is this contract a "subrecipient contract"? Yes No

3. Is this contract with an individual? Yes No
   If yes, attach a copy of Employer/Employee relationships (DFAS-8-EDU).

4. Have all appropriate candidates from the minority resource bank been solicited regarding these services? Yes No

Division/Bureau: Special Education

Submitted By: Bryan Klimkiewicz Phone Number: (860) 713 - 6911

Below coding to be completed by Department of Education Business Office:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Fund</th>
<th>SID</th>
<th>Department</th>
<th>Program</th>
<th>Account</th>
<th>Project</th>
<th>Budget Ref</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Type Name Below: Signatures Required

1. Project Manager: Bryan Klimkiewicz

2. ____________________________

3. ____________________________

4. ____________________________

5. Fiscal Operations Roger Persson

6. Legal and Government Affairs: Laura Anastasio

7. Human Resources: Karen Zuboff

8. CFO, Division of Finance & Internal Operations: Kathy Demsey

9. Commissioner: Dr. Miguel Cardona

(Memorandum of Agreements and Production Agreements over $5,000)