

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Indiana Department of Education (IDOE), the Office of Governor Holcomb, and the State Budget Agency (SBA), and is executed pursuant to the terms and conditions set forth herein. In consideration of the mutual undertakings and covenants, the parties agree as follows.

Whereas, SBA is designated by the Governor's Office to accept the Governor's Emergency Education Funds from the Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA), Pub.L116-260; and

Whereas, IDOE has authority under Title 20 of the Indiana Code to expend funds made available to the department according to policies established by the budget agency,

Whereas, the parties enter into this MOU to memorialize their understanding of the mutual advantages of the cooperative relationship.

I. Purpose

The purpose of this MOU is to provide funding to support local education agencies (LEAs) and Institutes of Higher Education (IHEs) to carry out the Governor's Emergency Education Relief Fund (GEER II) under the CRRSA Act. (See Attachment A).

II. Grant Information

- a. CFDA number and Name: 84.425C Governors Emergency Education Relief Fund
- b. Federal Award Name: Education Stabilization Fund
- c. Federal Award Identification Number: S425C210018
- d. Federal Award Date: March 22, 2021
- e. Name of Federal Agency: US Department of Education
- f. Total Amount of Funds obligated to the Sub-state Agency: \$13,000,000
- g. Period of performance: January 8, 2021 – September 30, 2022
- h. Period of time sub-state can liquidate funds: Under the "Tydings Amendment," Section 421(b) of the General Education Provisions Act, 20 U.S.C. 1225(B), any funds that are not obligated at the end of the federal funding period shall remain available for obligation for an additional period of 12 months.
- i. Requirements imposed on the sub state agency so that the award is used in accordance with Federal statutes, regulations and terms and conditions of the award: Edgar as applicable, 2 CFR as applicable, and requirements of the GEER II grant.
- j. Indirect costs will not be charged to this grant as 100% of the funds will be allocated to subrecipients.
- k. Match Requirements: State must comply with the maintenance of effort provision in Section 317 of Division M of Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act) absent waiver by the Secretary pursuant to Section 317.

III. Term

The MOU shall be in effect from January 8, 2021 – September 30, 2022.

When the Director of the SBA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this memorandum, the memorandum shall be canceled. A determination by the Director of the SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

IV. Obligations of the Parties

The parties agree to the following obligations under this MOU:

1. SBA agrees to provide IDOE from the GEER II funds an amount not to exceed the amount listed in Section II (f), which may be amended from time to time.
2. IDOE will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
3. IDOE acknowledges that it is a Sub-state agency as the term is used in the State Board of Account manual.
4. IDOE will administer the Program in accordance with the federal laws and guidance of the GEER II funds, OMB and SBA policies and procedures, State Board of Accounts guidance on administration and tracking of COVID-19 funds, and any policies or procedures implements by IDOE for administration of the program. IDOE's responsibilities to administer the Program include:
 - a. IDOE will only approve activities through submitted grants that align with the CRRSA in terms of what is considered reasonable and necessary to respond to the COVID-19 pandemic.
 - b. Cooperate with any audit regarding use of Program funds by State Board of Accounts or as otherwise required under the GEER II funds or other federal law.
5. SBA will assist IDOE as necessary with the administration of the Program.

V. Modifications

The parties may modify this MOU by a written, mutual, signed amendment.

VI. Notice to Parties

Whenever any notice, statement or other correspondence is required under this MOU, it shall be sent to the following addresses, unless otherwise specifically advised:

- A. Notices to IDOE shall be sent to:
Jason Callahan
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204
jcallahan1@doe.in.gov

B. Notices to the Governor's Office shall be sent to:

Rebecca McCuaig
Education and Workforce Director
Office of the Governor
rmccuaig@gov.in.gov

C. Notices to SBA shall be sent to:

Lisa Acobert, Deputy Budget Director
State Budget Agency
Liacobert@sba.in.gov

VII. Disputes

If any dispute arises with respect to this MOU, the parties agree to act immediately to resolve the dispute. If the parties to a dispute cannot resolve the dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply: The parties agree to resolve such matters through submission of their dispute to the Superintendent of IDOE and the Governor. Any great dispute arising hereunder that cannot be resolved by the Superintendent and the Governor, or their designees, shall cause this MOU to terminate immediately.

VIII. Funding Cancellation

When the Director of the State Budget Agency (SBA) makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this MOU, the MOU shall be canceled. A determination by the Director of the SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

IX. Records and Inspection

Each party shall maintain books, records and documents relative to this MOU. Either party shall upon the request of the other, provide all audits, monitoring reports documentation, and records related to the administration of funds under this MOU.

X. Renewal

This MOU may be renewed under the same terms and conditions, subject to the approval of the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed MOU may not be longer than one (1) year. Available funds not utilized within the original project period may be carried over into the following fiscal year, subject to federal EDGAR rules.

XI. Termination or Suspension

This MOU may be terminated or suspended by either party if the other party has failed to comply with the terms of this MOU, or for any reason if such termination is in the best interest of the terminating agency, upon thirty (30) days written notice. The notice of termination or suspension shall state the reasons for termination or suspension. Regardless of the reason for termination or suspension, the parties will be compensated for services properly rendered prior to suspension or termination of this MOU.

In Witness Whereof, Governor's Office and the Indiana Department of Education have, through their duly authorized representatives, entered into this Memorandum. The parties, having read and understood the foregoing terms of this Memorandum, do by their respective signatures dated below agree to the terms thereof.

Governor's Office

By:



Title: *General Counsel*

Date: *April 29, 2021*


Indiana Department of Education

By:



Title: *Chief Financial Officer*

Date: April 29, 2021

<p>State Budget Agency</p>  <p>By: Zachary Q. Jackson, Director Date: 4/29/2021</p>	
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Attachment A

The Governor's Office is the recipient of federal funds from the Education Stabilization Fund. These funds are to improve the quality of virtual teaching and learning due to the COVID-19 pandemic.

The Office of Governor Holcomb makes GEER II funding available to IDOE, through the establishment of a substate project in PeopleSoft.

IDOE will provide funding support for the following projects administered by CHE, per the detail below:

- Initiative #1 (aka "Crossing the Finish Line"): Help an estimated 6,000 students use Summer 2021 to complete the "last mile" toward earning the Indiana College Core or a short- or long-term credential.
 - **Estimated cost is \$6M** (~6,000 students identified by Ivy Tech Community College and Vincennes University who are close to earning the Indiana College Core or another credential) X (<6 credit hours per student) X (\$150 per credit hour) = \$5.4M) + (\$600K to account for any students identified by Vincennes University) = \$6M
- Initiative #2 (aka "Bridging the Gap"): Target 7,000 Hoosier students who need help catching up or staying on track to achieve their postsecondary aspirations, using a statewide virtual summer program administered through Ivy Tech Community College and with mentors to support students who participate.
 - **Estimated cost is \$5M** (\$700 per student) X (7,000 students) + (\$100,000 for marketing and recruitment [e.g. graphic design, digital advertising, website]) = \$5M
- Outreach & Technical Support: Develop an informed and thoughtful education and outreach plan in coordination with IDOE, the Center for Education in Leadership of Learning (CELL) and Indiana's postsecondary institutions that includes materials and tools to help more schools understand the Indiana College Core and build the instructional infrastructure to help more students earn the Indiana College Core before graduating from high school.
 - **Estimated cost is \$1.5M** for outreach, marketing, resource development and technical assistance to schools via the state's dual credit coordinators.
- Scale up ICHE's COVID-19 Learning Support Grants (done in 2020 in partnership with GEAR UP) into 2021 with additional funding through IDOE to be utilized as institutional grants to provide summer tutoring and pre-college bootcamps to students who experienced learning loss in 2021. This could serve up to 1,500 students, primarily in the 21st Century Scholars program, as well as any incoming first-year student.
 - **Estimated cost is \$500,000** for institutional grants to support existing or new programming at institutions, focusing on summer tutoring and pre-college bootcamps.

The Office of Governor Holcomb will remain the recipient of the funding per federal rules, and will provide the state oversight of the funding for items such as Single Audits, coordination with Indiana State Board of Accounts, and reporting to U.S. Department of Education. IDOE will keep all grant and financial documentation conducted through the course of this agreement.

MEMORANDUM OF UNDERSTANDING

AMENDMENT # 1

This is an Amendment #1 to the Memorandum of Understanding (the "MOU") entered into by and between the Indiana Department of Education (IDOE), the Office of Governor Holcomb, and the State Budget Agency (SBA), approved by the last state signatory on April 29, 2021.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Section II. relating to Grant Information, is hereby modified as follows:

f. Total Amount of Funds obligated to the Sub-state agency: **\$26,534,087.**

All matters set forth in the original MOU and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Amendment, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

In Witness Whereof, the Governor's Office, State Budget Agency and the Indiana Department of Education have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Governor's Office

Indiana Department of Education

By:  _____

By:  _____

Title: GENERAL COUNSEL

Title: CFO

Date: 1/27/22

Date: January 30, 2022

Approved by:

State Budget Agency

By:  _____ (for)
Zachary Q. Jackson

Date: 2/2/2022