

MEMORANDUM OF UNDERSTANDING

Contract

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 m the Coronavirus Aid, Relief, and Security (CARES) Act, Pub.L116-136; 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) under the CARES 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: S425C200018
- d. Federal Award Date: May 21, 2020
- e. Name of Federal Agency: US Department of Education
- f. Total Amount of Funds obligated to the Sub-state Agency: \$61,590,954
- g. Period of performance: May 21, 2020 – September 30, 2021
- 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 (05-21-2020 through 9-30-2021) 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 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 18008(a) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) absent waiver by the Secretary pursuant to Section 18008.

III. Term

The MOU shall be in effect from May 21, 2020 through September 30, 2021.

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 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 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 CARES Act statute 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 funds or other federal law.
5. IDOE will provide needed information to SBA to assist with FFATA reporting.
6. 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:

Nathan Williamson, Director
Indiana Department of Education
115 W. Washington Street, South Tower, Suite 600
Indianapolis, IN 46204

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

Katie Jenner
Senior Education Advisor
Office of the Governor
KJenner@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




Date: 8/26/2020

Indiana Department of Education



Date: August 22, 2020

State Budget Agency



Title: State Budget Director

Date: 9/1/2020

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 funding available to IDOE, through the establishment of a substate project in PeopleSoft.

A collaborative team of state employees from the Governor's Office, Commission for Higher Education, State Board of Education, and the Department of Education shall review applicants for the GEER funding, according to the posted application documents found at www.doe.in.gov/grants/geer.

Once the collaborative team decides the applicants to be funded, IDOE will enter into grant agreements with the LEAs and IHEs. IDOE staff will conduct a final review of the budgets from the awarded applicants to ensure allowability and that all costs follow applicable federal cost principles of UGG and EDGAR.

As LEAs and IHEs seek reimbursement from IDOE, IDOE will charge their PeopleSoft project tied to this MOU. IDOE will create an invoice through the Federal Draw Billing (FDB) system and submit to the Governor's Office/SBA monthly. The Governor's Office/SBA will then request the funding from G5 (federal system) which will be deposited into IDOE's PeopleSoft project.

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

Contract

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 September 1, 2020.

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: **\$61,592,746.**

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

By: _____

Title: GENERAL COUNSEL

Date: 1/27/22

Indiana Department of Education

By: _____

Title: CFO

Date: 1/30/2022

Approved by:

State Budget Agency

By: _____ (for)
Zachary Q. Jackson

Date: 2/2/2022