



## **Memorandum of Understanding**

Between

**The United Nations Children's Fund (UNICEF Country Office in Armenia),**

**Tumanyan multi-settlement consolidated community,**

**Communities Finance Officers Association (CFOA),**

and

**“Step by Step” Benevolent Foundation**

on

**Development and Implementation of alternative preschool education services in Tumanyan multi-settlement consolidated community of the Republic of Armenia**



## PREAMBLE

This Memorandum of Understanding (hereinafter "MoU") sets for the common understanding and agreement between the parties (hereinafter "Parties") on mutual cooperation in the implementation of related alternative preschool education services in the framework of the "**Supporting Alternative Preschool Services in Small Communities of Lori Marz**" programme, supported by UNICEF (hereinafter "Programme").

**WHEREAS**, UNICEF in Armenia and the Government of Armenia have identified making progress towards the realization of the rights of boys and girls aged 0-6 years and their families to quality and inclusive early learning services, as well as development of statutory needs-based services to disadvantaged families to realize the right of a child to live in caring, protecting and resilient family environments as key strategic programme areas in the 2016-2020 Country Programme Document;

**WHEREAS**, UNICEF in Armenia and the Government of Armenia have identified the increased access to early learning services in rural settlements as a key Output in the 2016-2020 Country Programme Action Plan and a corresponding Activity in the two-year Rolling Work Plan (RWP) 2016-2017;

**WHEREAS**, UNICEF in Armenia and the Government of Armenia have identified the reform of Integrated Social Services as a key Output in the two-year Rolling Work Plan 2016-2017, particularly in regards to increasing the coverage of vulnerable families and children by social protection interventions;

**WHEREAS**, UNICEF in Armenia and the Government of Armenia recognize the importance of public budgeting for the realization of children's rights as per article 4 of the Convention of the Rights of the Child (CRC) and the related General comment No. 19 (2016) to the CRC and have included a number of Public Finance for Children initiatives as cross-cutting activities throughout the CPAP and RWP;

**WHEREAS**, the Parties recognize the importance of child development and early learning, particularly in the most rural and vulnerable settlements of Armenia, where no preschool services are available;

**WHEREAS**, the Parties see the ongoing reform of community consolidation and public administration in Armenia as an opportunity for furthering the realization of the right of the child to education, particularly early development and learning, and sustaining these efforts through appropriate legal, policy and budgetary frameworks;

**WHEREAS**, the Parties acknowledge the model of alternative preschool education services piloted by UNICEF in Armenia in Syunik region as scalable, relevant and cost-effective for reaching boys and girls from remote communities where government-run or community-run preschools do not exist or are too remote to access;

**Now, therefore**, on the basis of mutual trust and in the spirit of friendly cooperation, the Parties agree as follows:



## 1. Purpose and Objective

1.1. The objective of the given MoU is to establish the roles and responsibilities of the Parties in the implementation of alternative preschool education services in Tumanyan multi-settlement consolidated community of Lori region as specified in Annexes 1 and 2 to this MoU.

1.2 The MoU shall govern the implementation, management, funding, reporting and handing over process commitments in relation to the alternative preschool education services.

## 2. Rights and Responsibilities of Parties

### 2.1 Responsibilities of the Parties

2.1.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of the MoU and in respect of the principles of full accountability and transparency, appropriate internal management control principles and specified oversight mechanisms.

2.1.2. *UNICEF Country Office in Armenia agrees to;*

- Coordinate the activities of all Parties in the process of development and implementation of alternative preschool education services,
- Provide oversight, guidance and expert support during programme implementation, as well as share expertise and knowledge on the development and implementation of alternative preschool education services.
- Provide financial resources to implementing partners according to a jointly developed work plan and upon successful completion of each deliverable,
- Follow that safety issues are in place and/or approve the construction plan and selected site taking into consideration the safety standards,
- Monitor and control the implementation of alternative preschool education services on an ongoing basis.
- Document the progress and ensure evidence based policy advocacy with respective Ministries for ensuring sustainability of the newly established services.

2.1.3. *Tumanyan community agrees to;*

- Coordinate all activities related to the development and implementation of alternative preschool services in the community, with a focus on Atan, Ahnidzor, Shamut and Marts settlements, as specified in Annexes 1 and 2 to the given MoU,
- Ensure appointment/designation of respective officials responsible for preschool service related property/assets in Marts, Shamut, Atan and Ahnidzor settlements,
- Ensure participation of the assigned responsible persons in all training activities and meetings related to the preschool services,
- Define appropriate financial allocations in the community budget for effective functioning of the preschool services, particularly in relation to staff maintenance costs (full-time or part-time preschool teacher in each preschool),



- Define the rate of parental contributions and the calculation and payment procedures for parental contribution fees, or harmonize it with the existing procedures approved by the community council,
- Ensure awareness in regards to parental contribution rates, payment procedures and schedule, and also on actual monthly incomes, benefit recipient persons defined by the community council, and duly report to the community council on the relevant income amounts,
- Ensure effective functioning of the preschool services for at least a 5-year period through appropriate commitment in the community budget starting from the date of actual hand over of the project results, particularly in relation to sustainable maintenance and current renovation (if necessary),
- Register the preschool service related assets in the community balance sheet to ensure the community ownership of the assets (Community Council decision on Including relevant assets in the community-owned assets list) and handing them to Tumanyan multi-settlement consolidated community,
- Inform the Parties on any issues and changes related to programme implementation (during the implementation phase),
- Promote and advocate for the expansion of the concept of alternative preschool education services to other multi-settlement consolidated communities (clusters) by sharing experience.

*2.1.4. The Implementing Partner - "Step by Step" Benevolent Foundation agrees to;*

- Implement the alternative preschool education services in accordance with the respective descriptions, budgets and timeframes provided in Annexes 1 and 2 to this MoU,
- Manage funds provided by UNICEF in Armenia in a due and transparent manner,
- Ensure co-funding element or contribution to programme implementation,
- Provide coaching and mentoring support to teaching staff,
- Ensure the hand over process and documentation of programme results to the recipient community in accordance with UNICEF procedures (act of acceptance, etc.),
- Inform the Parties on any issues and changes related to programme implementation,
- Coordinate public visibility activities with UNICEF to ensure full respect of visibility provisions of the programme.

*2.1.5. The Implementing Partner - Communities Finance Officers Association agrees to;*

- Work closely with the Ministry of Territorial Administration and Development, Ministry of Education and Science, Lori region's Governor's Office and Tumanyan multi-settlement community local self-governance bodies to ensure the legal, organizational and financial sustainability of the alternative preschool education service in the context of consolidation of communities, namely;
  1. Registration of legal status of the alternative preschool services in accordance to RA legislation,
  2. Identification of financial resources for covering the running costs of the alternative preschool services, namely staff maintenance and utility costs,



3. Costing and modelling of the alternative preschool services and preparing recommendations for expansion of the model in other multi-settlement consolidated communities (clusters).

## **2.2 Rights of Parties**

2.2.1. The Parties have a right at any time to obtain information, check the progress and ask for clarifications about the responsibilities of any other Party, their progress and quality of the rendered services, as well as other activities specified in Annexes 1 and 2 to the given MoU.

2.2.2. Unilaterally terminate the given MoU, if one of the Parties has significantly violated the provisions of the MoU.

2.2.2.1 The violation is considered as significant, if:

a) the service provided or activity does not meet the requirements specified in Annex 1 of the MoU,

b) the terms/deadlines of service provision were violated.

2.2.3. The rights of the Parties are also being implemented in accordance with the separate agreements concluded with the Parties.

## **3. Reporting**

3.1. The Parties – community and implementing partners shall provide narrative and financial reports to UNICEF Armenia throughout programme implementation, as specified in their respective agreements/contracts with UNICEF.

3.2. This MoU does not consider any financial contribution/investment, besides those specified in the agreements with Implementing Partners.

## **4. Dispute resolution procedure**

4.1. All disputes relating to this MoU shall be settled through negotiations. In case of failure disputes are settled in accordance with the Law.

4.2. Disputes between the implementing partners and UNICEF are settled in accordance with the provisions and processes specified in the respective agreements.

## **5. Force majeure**

5.1. In case of whole or in part failure of obligations of this MoU the Parties are released from responsibility, if it was an irresistible force of the impact, which occurred after signing the MoU and which the Parties could not foresee or prevent. Such circumstances include earthquakes, floods, war, declaring a state of emergency, political unrest, strikes, military actions, acts of state bodies, etc., which make it impossible to fulfill the obligations specified in this MoU. If force majeure continues for more than 3 months, either Party is entitled to terminate the MoU with advance notice to the other Party or Parties.



## 6. Final Provisions

6.1. This MoU may be amended by mutual written consent of authorized officials of the Parties. This MoU shall become effective upon signature by the authorized officials of the Parties and will remain in effect until modified or terminated by any one of the Parties by mutual consent.

6.2. Either Party may terminate, in whole or in part, its participation in the MoU by giving the other Parties a thirty (30) day written notice. In the event of partial termination, such notice shall specify a list of activities to be terminated.

6.3. In witness whereof, the undersigned, being duly authorized thereto, have signed the present MoU in Vanadzor on \_\_\_\_\_ in Armenian and English in four copies, which have equal legal force. Each party receives one copy.

### Signatures

Tumanyan community

Levon Zavaryan

Mayor

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

UNICEF Country Office Armenia

Tanja Radocaj

Representative

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

“Step by Step” Benevolent Foundation

Ruzanna Tsarukyan

Executive Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Communities Finance Officers Association

Vahan Movsisyan

Chairman

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **ANNEX 1. Program overall description and implementation standards and requirements**

### **1.1. Site preparation for the alternative preschool education service**

1.1.1. Depending on the model of alternative preschool education service (for 3-6 year age group of children) selected for the community/settlement, the premises could be located inside of an acting school - like classroom and a small section of hall for the wardrobes (in case of small classrooms).

1.1.2 Another example could be when the alternative preschool education service is located in an empty building or occupies a sector in a building which belongs to the community.

### **1.2. The main requirements for the selected premises are the following;**

- Availability of natural and artificial lighting,
- Availability or opportunity of drinking water,
- Separate access or safe passage conditions for children (first floor, no high staircases, possibility to safe movement, etc.)
- Presence of improved toilet equipped with running water which is arranged inside or outside of the building (not far),
- Availability of a safe outdoor play space or playground for outdoor games and sports.

### **1.3. Ensuring security for children**

1.3.1. In the preschool service area security for children should be ensured both inside and outside of the building. Each child should be under the preschool teacher's vision during the entire period of being at the preschool service.

1.3.2. Games, educational equipment and furniture must not have sharp corners, edges, rusty and loose parts. Furniture and equipment should be arranged so that these do not humper children and do not cause injuries.

1.3.3. Electric heaters should be out of reach of children, and no open electrical cord should ever be in the room.

1.3.4. Portable ladders, swings and playhouses must be placed in specially designed places. All equipment should be properly installed, secured and painted. In case of playground it should be covered by sand, grass or rubber coating. Toxic and prickly plants should not grow in the preschool area.

1.3.5. The alternative preschool service should have an Evacuation plan in case of emergency situations and available extinguishers. The preschool teacher or other designated adult should be responsible for the preparation of children to evacuation and leading them in emergency situations.



1.3.6. Site entry and exit areas should not be locked and no hampering/preventing item should limit the entrance and exit of children.

#### **1.4. Sanitary norms**

1.4.1. The preschool service should be provided with the necessary cleaning means and equipment (besom, dustpan, towels, brushes, cleaners, detergents, etc.) in order to set up an environment, which is clean, hygienic and safe for the health of children. In each classroom there should be a vacuum cleaner.

1.4.2. The toilet must be easily accessible, appropriately child-sized, clean, comfortable and with a mirror inside. The child should have easy access to it, be able to serve itself independently. Toilet seats should be low and child-sized, washbasins should be comfortable for children. Each child should have his/her own private towel and cup. Covered trash bins should be available both in toilets and in the classrooms.

1.4.3. Changing rooms can be a part of the classroom or outside in a separate room. The place for shoes may be in a personal section inside of the wardrobe. In some cases, it could be general, with the shoes standing side by side under the wall.

#### **1.5. Selection and training of teaching staff for alternative preschool education services**

1.5.1. The qualification criteria for the selection of preschool teachers are the following; The preschool teacher for alternative preschool service should have vocational or higher education (Bachelor, Diploma, Master's degree) with a relevant specialization or working experience in preschool education teaching in the last ten years or at least five years working experience in the field of pedagogy<sup>1</sup>.

In addition, the selection criteria of candidates include also speech literacy, participation in the community programmes, motivation to work with children and parents, high rating in the community etc.

1.5.2. The training of preschool teachers is implemented in phases (periodically). The work will include centralized trainings and on-site on-the-job individual counseling. Trainings should be based on the "Preschool teacher manual" ("Organization of alternative preschool services for children aged 3-6 in small communities") which was developed based on the practical experience of relevant programmes implemented in Syunik region.

1.5.3. The preschool teachers should be selected from the settlement, where the alternative preschool education services is implemented.

<sup>1</sup> This is based on the Decree N 416-N of the Minister of Education and Science of RA on "Establishment of qualification descriptions for heads and pedagogic staff of preschool educational institutions of RA", dated 26.04.2011





## **Annex 2. Description of implementation works of alternative preschool education services in Tumanyan multi-settlement consolidated community of Lori region and its distribution amongst the Parties**

1. This Annex determines the activities on the establishment of alternative preschool education services in Tumanyan multi-settlement community of Lori region and its distribution between the community/settlement and “Step by Step” BF.
2. Activities planned in all settlements are implemented by the following principle – labour expenses are covering by the community/settlement, and material and furniture related expenses are covered by the “Step by Step” BF within the UNICEF funding.
3. All activities implemented by the community should be done in parallel with the activities implemented by “Step by Step” BF and according to the approved time schedule.
4. All works are carried out in accordance with the project related engineering and estimation documentation, and the respective construction works’ layouts are attached to this Annex.
  - 4.1. In Tumanyan multi-settlement community the “Step by Step” BF will conduct the furnishing works of one preschool education service group.
  - 4.2. a/ In Ahnidzor settlement the preschool education service will be located in the community building. The following additional works will be conducted by the community/settlement;
    - external water pipeline and sewage related works,
    - manufacture and installation works of side railings to the stairs at the building entrance,
    - landscaping, cleaning of adjacent old building,
    - implementation and strengthening of the foundation of the main building.b/ In Ahnidzor settlement the following activities will be implemented by “Step by Step” BF;
    - provision of finishing materials,
    - provision of internal water supply materials,
    - provision of an internal power supply materials,
    - provision of furnishing items (furniture, educational and playing materials) for one preschool education group.The plan is attached.
  - c/ In Ahnidzor settlement, in order to ensure synchronized implementation of works carrying by the Parties, the Community has agreed to make certain shifts in expenditure articles from the 2018 Budget 2018 to the 2017 Budget 2017.
- 4.3. In Shamut settlement the preschool education service will be located in the school building. The following activities will be implemented by “Step by Step” BF;
  - provision of finishing materials,
  - provision of internal water supply materials,



- provision of an internal power supply materials,
- provision of furnishing items (furniture, educational and playing materials) for one preschool education group.

The plan is attached.

4.4. a/ In Atan settlement the preschool education service will be located in the kindergarten building. The following additional works will be implemented by the community;

- implementation of external water pipeline and sewage provision works,
- renovation works of the medical point and celebration hall, the implementation of which should be done in accordance with the time schedule of "Step by Step" BF works, to the extent possible.

b/ In Atan settlement the following activities will be implemented by "Step by Step" BF;

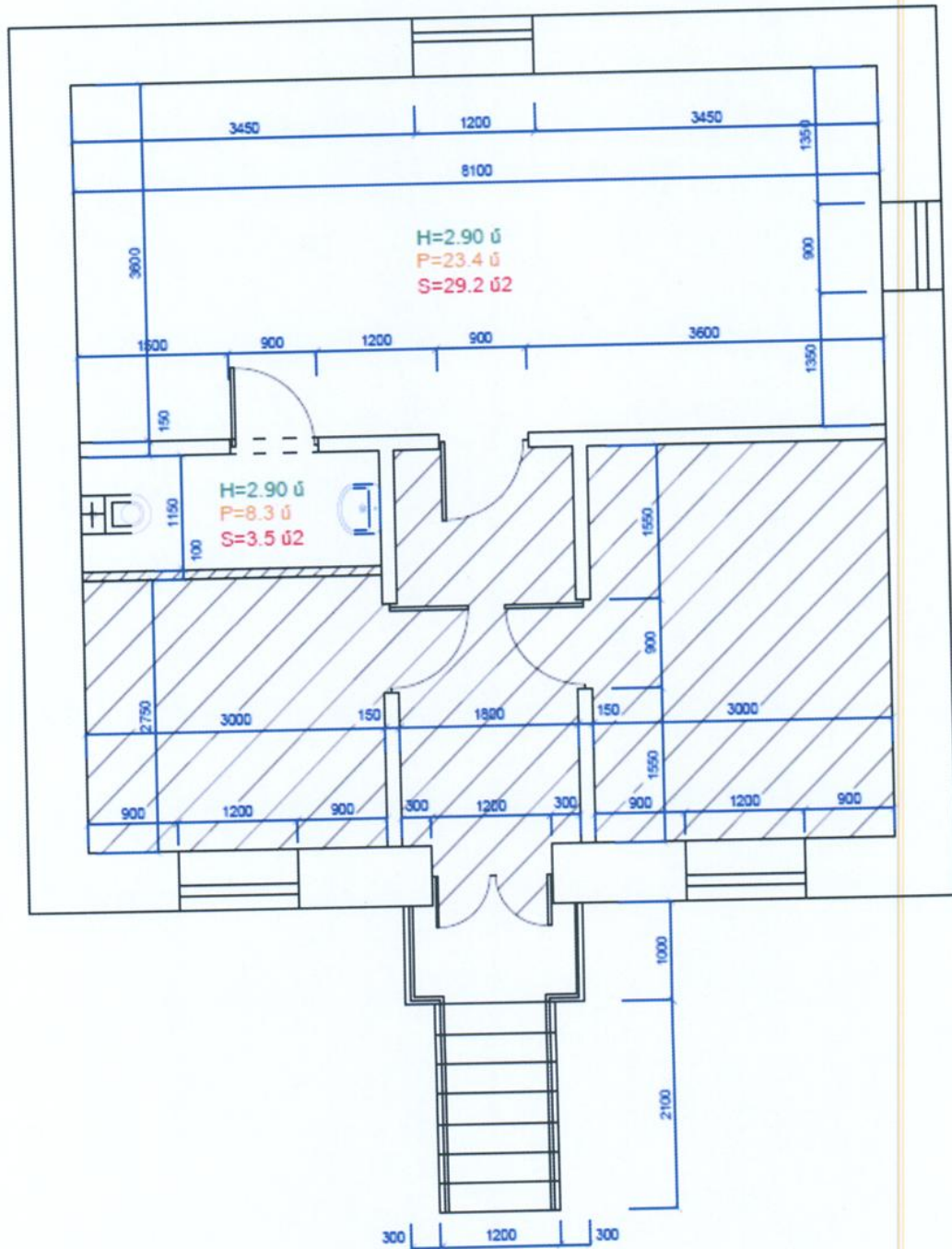
- provision of finishing materials,
- provision of internal water supply materials,
- provision of an internal power supply materials,
- provision of furnishing items (furniture, educational and playing materials) for one preschool education group.

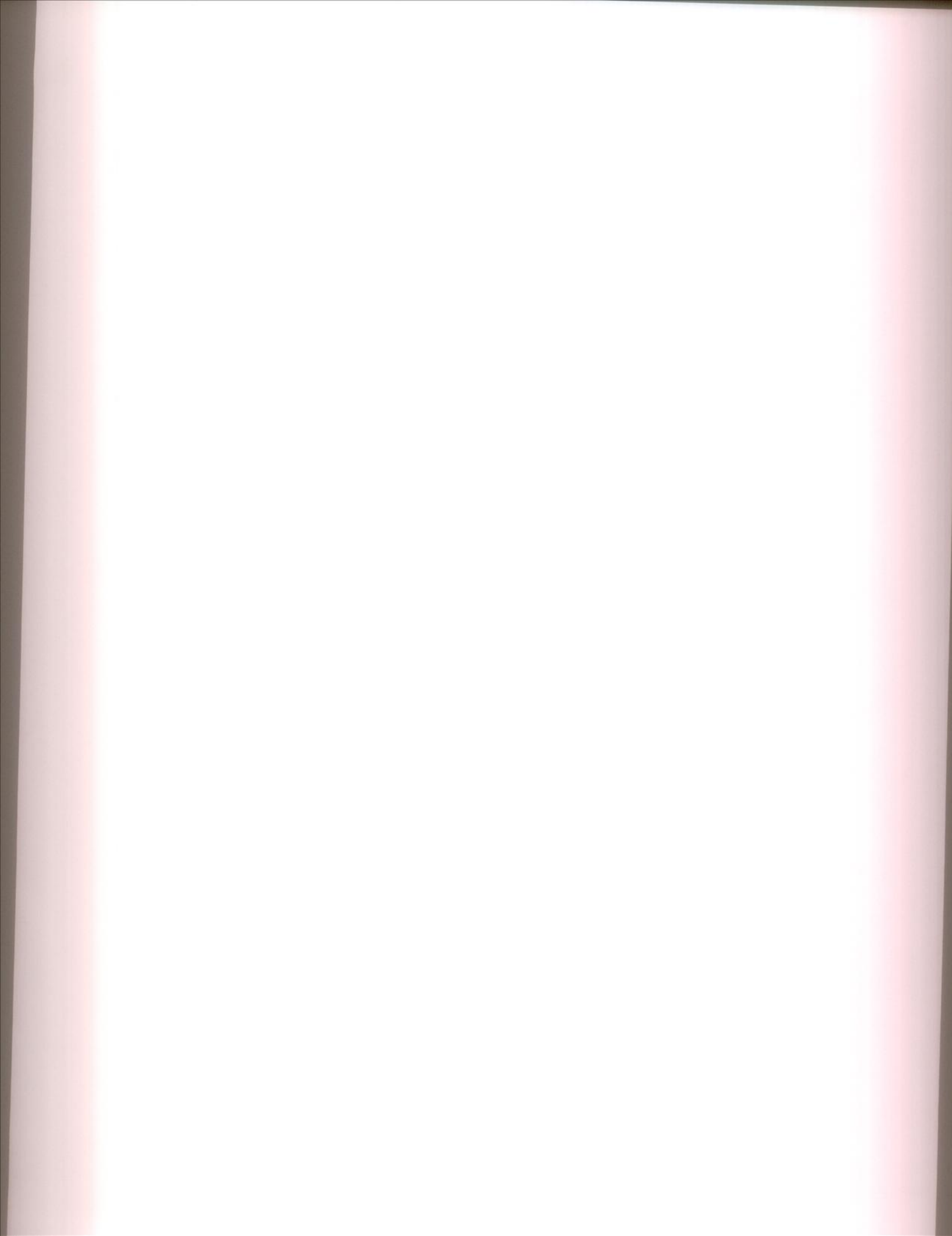
The plan is attached.

4.5. In Marts settlement the preschool education service will be located in the school building. Provision of furnishing items (furniture, educational and playing materials) for two preschool education service groups will be implemented by "Step by Step" BF.

# Ahnidzor settlement preschool education service plan

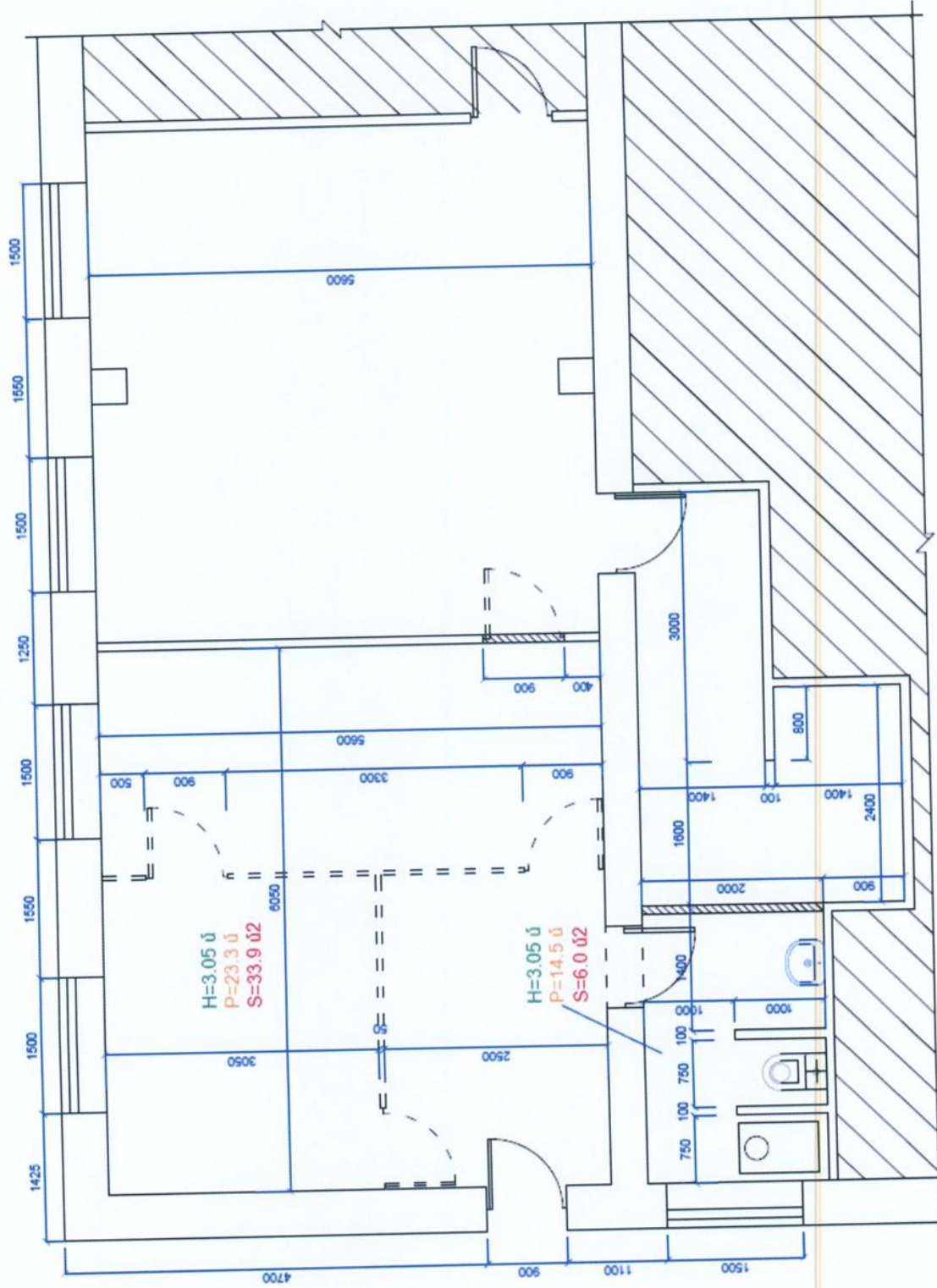
ՀԱՏԱԿԱԳԻԾ (վերահատակագծում)

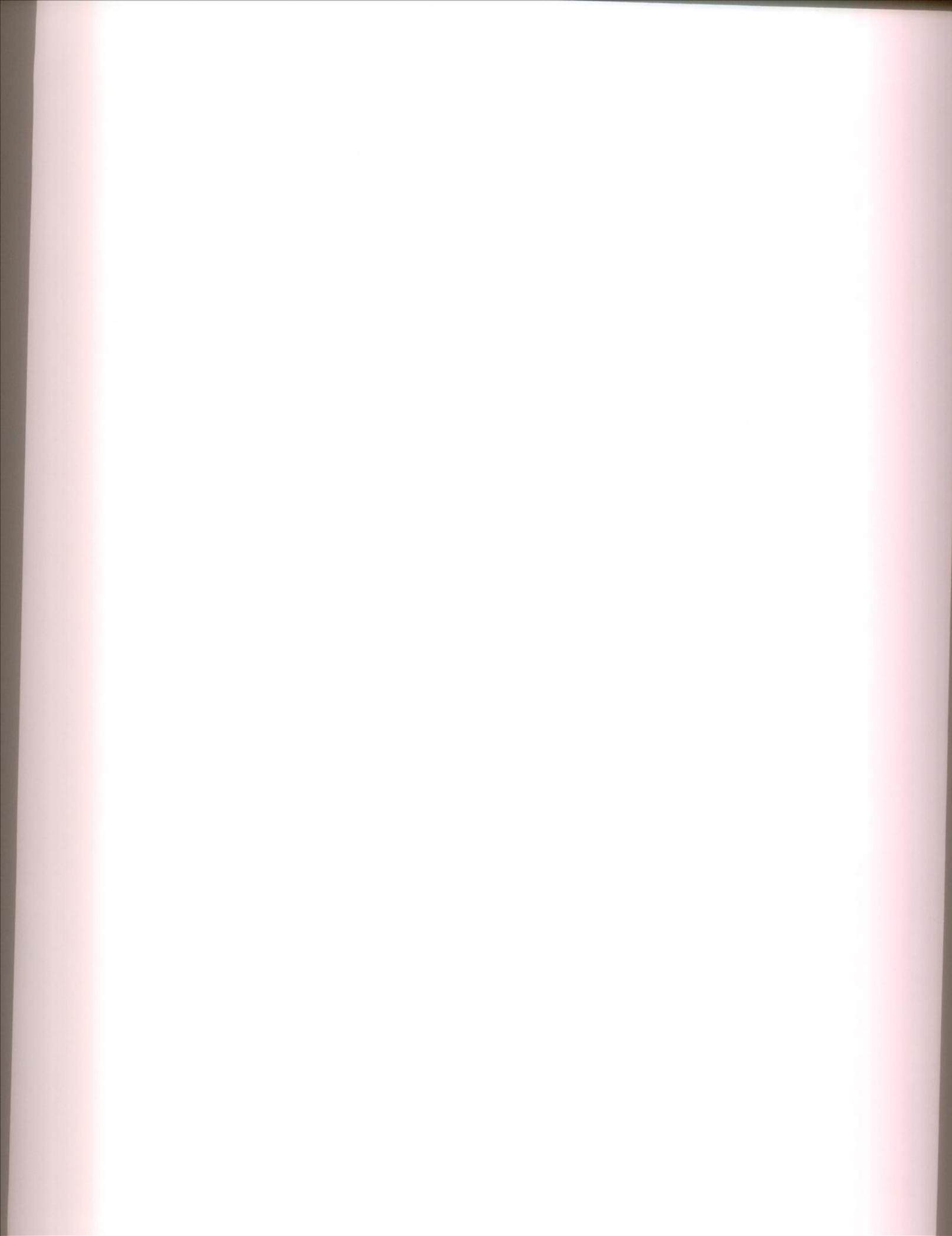




Atan settlement preschool education service plan

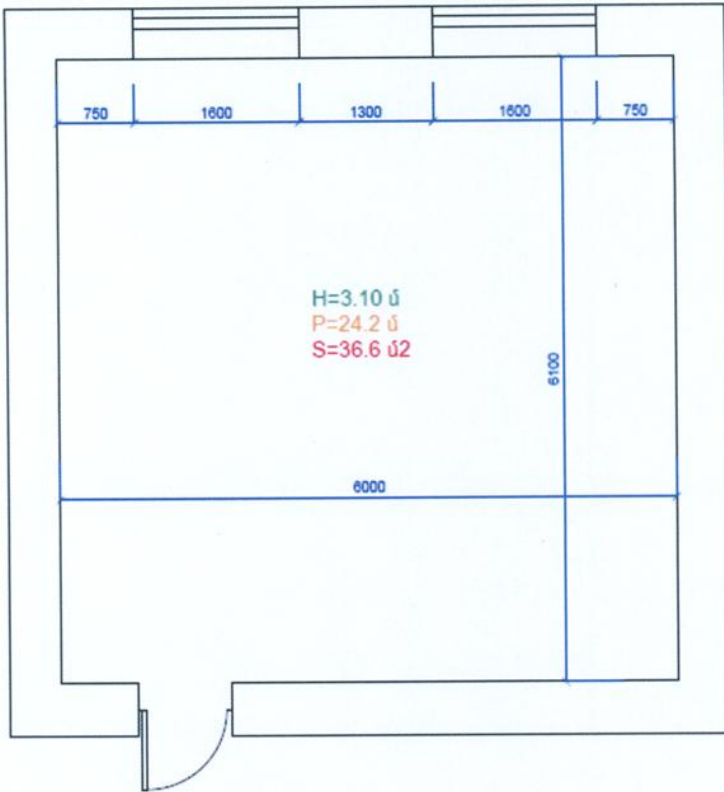
ԲԱՏԱԿԱՊԻԹ (վերահասակագծում)



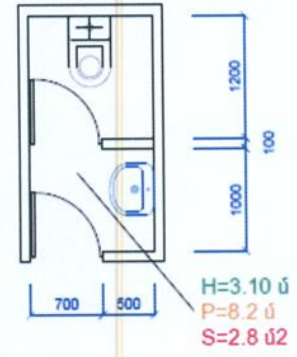


Shamut settlement preschool education service plan

የሥራ ድንገጽ



H=3.10 ሰ  
P=24.2 ሰ  
S=36.6 ሰ2



H=3.10 ሰ  
P=8.2 ሰ  
S=2.8 ሰ2

