

Appendix M

Sample Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between _____ Elementary School, address: _____ and the Pacific Resources for Education and Learning (PREL), 900 Fort Street Mall, Suite 1300, Honolulu, Hawaii 96813.

1.0 Statement of Purpose and Period of Performance

The purpose of this MOU is to establish the collaboration between _____ Elementary School, PREL and Berkeley Policy Associates, as a partner in the Pacific CHILD Research Project. This Project will provide professional development for 4th and 5th grade elementary school teachers to improve reading comprehension for all students. This Project is being conducted under PREL's Regional Educational Laboratory – Pacific contract with the United States Department of Education, contract # ED 06 CO 0024.

PREL will work collaboratively with _____ Elementary School on an ongoing and sustained basis to guide and support the implementation of Pacific CHILD's reading comprehension model.

The period of performance shall be from the date of signature (for treatment school date of performance will be until July 2009; for control school date of performance will be through February 2011).

2.0 _____ Elementary School Agrees To:

- 2.1 Designate a single point of contact for the purposes of this agreement.
- 2.2 Collaborate in the Project with the commitment, support, and buy-in from the principal and the 4th and 5th grade teachers.
- 2.3 For two years, participate in all components of the professional development program including the two-week annual institutes, three on-sites mini-institutes a year, observations by PREL staff twice a month and weekly structured learning teams.
- 2.4 Implement the Pacific CHILD reading comprehension model in 4th and 5th grade classrooms.
- 2.5 Permit Berkeley Policy Associates to randomly select schools for the Project.
- 2.6 Permit Berkeley Policy Associate research staff to observe classrooms, interview teachers and principal, and survey teachers and principal.

3.0 PREL Agrees To:

- 3.1 Designate a single point of contact for the purpose of this agreement.
- 3.2 Provide the professional development program and reading comprehension materials for use by participants in the Project. This includes two 2-week annual institutes,

- three on-site mini-institutes a year, observations by PREL staff twice a month, teacher manuals and instructional materials.
- 3.3 Assist in scheduling and coordinating Berkeley Policy Associates data collection activities.
 - 3.4 Provide the principal with quarterly reports on the project in treatment schools.
 - 3.5 Provide (American Samoa Department of Education; The CNMI PSS; Hawaii DOE CAS and state superintendent) with quarterly reports on the project.

4.0 Berkeley Policy Associates Agrees To:

- 4.1 Designate a Berkeley Policy Associates staff member as a research coordinator for the purposes of this agreement.
- 4.2 Schedule and coordinate all data collection activities related to this study.
- 4.3 Create all necessary data collection instruments and train all data collection personnel.
- 4.4 Coordinate with _____ Elementary School 4th and 5th grade teachers and the school principal to minimize the disruption of regular school functions and events while conducting research activities, including data collection.
- 4.5 Create and provide a parent consent form for use by parents for student participation in the study.
- 4.6 Coordinate the distribution and return of parent consent forms.
- 4.7 Adhere to the requirements of the protection of human subjects in research projects, which will include an Institutional Review Board (IRB) hearing before implementing the study.
- 4.8 Maintain regular contact and communication with PREL and _____ Elementary School staff for the duration of the study.

5.0 General Terms and Conditions

- 5.1 The duration of this agreement shall be from August _____. However, this agreement may be terminated at any time by mutual, written consent of _____ Elementary School, Berkeley Policy Associates, and PREL.
- 5.2 Information collected in the study will be kept strictly confidential to the full extent allowed by law. The results will be reported in the aggregate. No data pertaining to individual students will be shared. No data will be presented by teacher or by class. The confidentiality of participating students, school personnel, and parents will be carefully guarded.
- 5.3 The parties agree to keep confidential any information records or data made available that are designated as confidential.
- 5.4 Each party agrees to indemnify and hold the other party free from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (including attorney's fees), on account of personal injury, death or damage to or loss of property arising out of or resulting from any intentional act, negligence or violation of law or breach or contract.

- 5.5 No alteration or variation of the terms of this contract and no understandings or agreement not incorporated herein, unless made in writing between the parties hereto, shall be binding.
- 5.6 This agreement shall be binding on the parties and their respective heirs, personal representatives, devisees, successors in trust, successors and assigns.
- 5.7 The parties hereby agree that no person shall, on the grounds of race, color, creed, ancestry, national origin, gender, sexual orientation, age, disability, marital status, military status, or other grounds protected under applicable Hawaii and Federal Laws be excluded from or denied participation in , or otherwise subjected to discrimination under any activity pursuant to this contract.
- 5.8 This agreement shall be governed by and construed under the laws of Hawaii.
- 5.9 This agreement can be terminated for any reason by either party upon 45 days written notice to the other party.

Authorized Signatures:

**PACIFIC RESOURCES FOR
EDUCATION AND LEARNING**

By: _____
 Title: _____
 Date: _____
 Account
 No.: _____

COMPLEX AREA SUPERINTENDENT

By: _____
 Title: _____
 Date: _____

**HAWAII DEPARTMENT OF
EDUCATION**

By: _____
 Title: _____
 Date: _____

ELEMENTARY SCHOOL

By: _____
 Title: _____
 Date: _____